

HOLIDAY HARBOR RESORT & MARINA RENTAL TERMS & CANCELLATION POLICY

HOUSEBOAT RENTAL

CONFIRMATION/RENTAL PAYMENT: The balance must be received 45 days prior to boarding in Off-Season dates and 60 days prior to boarding in Value Week/Summer Season dates. At the time we receive your full rental payment, your houseboat reservation is secured. **YOUR REMITTANCE OF THE RENTAL DEPOSIT/RENTAL PAYMENTS IS HEREBY DEEMED YOUR ACKNOWLEDGEMENT AND ACCEPTANCE OF THE TERMS AND CONDITIONS OF OUR RENTAL POLICY.**

CANCELLATION POLICY: Should you need to cancel your houseboat reservation for any reason up to full payment date, you will lose 50% of your rental deposit (\$300.00 for all boats except the Grand Marquis & Empress Models, which are \$500.00). If we do not receive full payment by the rental due date we will cancel your reservation and you will lose 100% of the rental deposit. Should you need to cancel after you have paid in full (45 days prior to boarding in Off-Season dates and 60 days prior to boarding in Value Week/Summer Season dates) and you have no interested parties, you may contact us to see if we are able to re-rent your houseboat. If we are able to re-rent all or part of your houseboat rental, we will refund that amount of the rental less 50% of your rental deposit. All requests for cancellations and/or re-rentals must be in writing by e-mail, fax, or mail.

ON ARRIVAL: Please Check-In at the Store/Reservation Dept. Upon arrival you will be required to provide a valid ID, sign a rental agreement and pay a security deposit in the amount of \$300.00 (\$1,000.00 on Holiday Weekends). The security deposit may be in the form of cash or credit card (an AUTH ONLY will be held from your line of credit for that period of time, unless you use a debit card which is a direct hold from your account). We advise you to check your credit card company's policies. Provided there are no charges pending, your cash deposit will be refunded at the end of your trip. Please note the stated passenger capacity for your houseboat. You may only have a maximum of 2 persons over the stated capacity and a \$65.00 charge per person will be collected.

ARRIVAL & DEPARTURE TERMS: Holiday Harbor is not responsible for early departure due to equipment failure, weather, illness, accidents, natural disasters or any unforeseen circumstances. The houseboat must be unloaded no later than the indicated time above. All late returns will be charged \$100 per hour from the indicated time. Any houseboat returned unclean will be charged a minimum of \$100 cleaning fee. Your rental will be checked out by our staff and the **FUEL must be paid at Check-Out Desk prior to leaving facility.**

HULL AND OUTDRIVE DAMAGE WAIVER: Hull and Outdrive Damage Waiver is an option offered by Holiday Harbor Inc. to its houseboat customer at the cost of \$12.50 per night. Purchase and acceptance of this waiver insures that Holiday Harbor Inc. will waive all claims for damage to the hull structure and engines out-drive equipment in excess of the security deposit held. Any damage resulting from the gross willful negligence of the operator will not be covered under the terms of this coverage. Under the term of this coverage, the customer remains responsible for any and all damage up to and including the full amount of the damage deposit. This coverage is underwritten by Holiday Harbor Inc. for the hull and engines out-drive equipment only. It does not cover public liability for any persons on or about the boat. **THIS IS NOT PROPELLER INSURANCE.**

BOAT RENTAL AGREEMENT TERMS & CONDITIONS: I UNDERSTAND AND ACKNOWLEDGE in exchange for my renting a boat from Holiday Harbor, I agree to be bound by the following terms of this Agreement. **ASSUMPTION OF RISK: I ACKNOWLEDGE** mooring and docking boats, handling lines and other boating gear, walking around docks, boarding and disembarking boats, operating boats and being a passenger on boats **ALL INVOLVED INHERENT RISKS.** This is because engaging in those activities subject participants to any type of weather including wind, waves, swells caused by other boat and storms, the movement of nearby vessels, collisions, falling overboard, propeller entanglements, negligent acts or omissions of other people and boat fires, any of which can result in suffering any type of serious injuries and even death, including drowning. **I ALSO ACKNOWLEDGE THAT PARTICIPATING IN VARIOUS WATER SPORT ACTIVITIES,** including but not limited to water-skiing, water boarding, aquaplaning, wake-surfing, parasailing, swimming, snorkeling, scuba diving and diving or jumping off rocks and cliffs **HAVE INHERENT RISKS** that can result in suffering any type of serious injuries and even death, including drowning.

WAIVER & INDEMNIFICATION: I AGREE TO WAIVE MY RIGHTS to bring any and all claims and suits that may arise from the inherent risks discussed above against Holiday Harbor, its officers, directors, manager, employees and agents. This waiver includes death or injury claims and also property damage claims. **I AGREE TO INDEMNIFY** Holiday Harbor from any claims brought by any of my family members, guests, friends, passengers and invitees who have voluntarily agreed to accompany me on this rental and will be subject to the inherent risks discussed above. This indemnification includes either my paying for or reimbursing Holiday Harbor for all costs of defense, attorney's fees, experts' fees and court costs.

RV CAMPGROUND RENTAL

CONFIRMATION PAYMENT: The balance for your campsite rental must be received 60-days prior to your Check-In date. At the time we receive your full payment your campsite is secured.

CANCELLATION POLICY: Should you need to cancel your campsite for any reason up to full payment date, you will forfeit your \$50.00 non-refundable rental deposit. Should you need to cancel after you have paid in full, you may contact us to see if we are able to re-rent your campsite. If we are able to re-rent all or part of your campsite, we will refund that amount less the \$50.00 non-refundable rental deposit. All requests for cancellations and/or re-rentals must be in writing by e-mail.

ON ARRIVAL: Please Check-In with the Camp Host located at The Holiday Harbor RV Campground. After office hours you are welcome to park in your designated site and Check-In the following morning. The campsite fee includes full hook-ups (except tent only sites). Site includes (1) Camping Unit & Two Persons. **EXTRA PERSONS (4 and under are FREE), EXTRA VEHICLES, PETS & MOORAGE FEES will be collected during Check-In. The MAXIMUM per site is 6 people. RENTAL TERMS: **CHECK-IN: 2:00 PM CHECK-OUT: 12:00 PM **** (1) Lessor is not responsible for property left, lost, or stolen during rental period. (2) Lessee shall indemnify and hold lessor harmless from any and all liability resulting from Lessee's acts or omissions. (3) Lessor is not responsible for early departure, due to weather, illness, accident, natural disasters or unforeseen circumstances. (4) Lessee agrees to vacate above spaces on the day and time indicated above. (5) Lessee agrees to abide by the park rules including but not limited to the following: **QUIET HOURS: 10:00 PM TO 7:00 AM. PETS MUST BE ON A LEASH AT ALL TIMES. THERE WILL BE NO CAMPIRES PERMITTED AT ANY TIME.**

TOY BOX RENTAL

TOY BOX PAYMENT AND CANCELLATION POLICY

1. To confirm your reservation a deposit equaling one (1) days rental cost will be requested at time of booking. This deposit will be applied to your total rental amount. The full rental amount is due thirty (30) days prior to departure. 2. If you decide to cancel your reservation more than thirty days to your check-in date a 20% fee will be taken out of your deposit. If you cancel your reservation within thirty days of your check-in date you will forfeit 50% of the TOTAL RENTAL CHARGES.

ARRIVAL & DEPARTURE TERMS: Lessee assumes all risk of loss or damage to the vessel and/or equipment. Lessee and his/her designated drivers shall have exclusive possession/control of this vessel/equipment during the rental period. Holiday Harbor will not be responsible for any property left, stored, lost or transported by the lessee or any passenger. Lessee agrees to return the vessel on or before the time indicated above. There are no refunds for early return. Holiday Harbor is not responsible for loss of running time due to equipment failure, weather, illness, accidents, natural disaster or unforeseen circumstances. Lessee warrants that he/she has operated similar vessels or equipment and is familiar with the boating and safety laws of the State of California. Acceptance of the vessel by the lessee will deem to be an acknowledgement that said vessel is staunch, seaworthy and in good operating condition.

RENTAL DOES NOT INCLUDE FUEL. Upon your return, return to our fuel dock and fuel will be paid at the Check-Out Desk.

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