



# Jones Valley RESORT

## JONES VALLEY RESORT HOUSEBOAT RENTAL CONTRACT

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|------------------|---|
| Contract Holder: | Booking #:  |
| Cell #1:         | Cell #2:  |
| Boat Type:       | Boat #:   |
| Arrival Date:    | Arrival Time: <b>2pm-6pm May-Sept/1pm-3pm Oct-Apr</b> |
| Return Date:     | Return Time: <b>9am-10am</b>                          |

1. **RENTAL PAYMENT.** The reservation deposit is applied to the cost of the rental. The balance of the rental is due **at least 75 days prior** to the scheduled arrival date. **If full payment is not received at least 75 days prior to the scheduled arrival date, your reservation may be cancelled, WITHOUT NOTICE, and all fees paid will be forfeited.**
2. **CANCELLATION.** **If making a reservation more than 75 days prior to arrival, you have 5 days from the date of booking to cancel and receive your full deposit back. 50% of the deposit is refundable if the reservation is cancelled in writing, more than 75 days prior to original arrival date. Cancellation 46 to 74 days before the original arrival date will result in forfeiture of full deposit. The entire deposit and all rental fees will be forfeited if cancellations are made to the reservation less than 45 days prior to the original boarding date. Any cancellation made after a date change will result in forfeiture of full deposit and all additional rental fees paid. Pricing, terms, and availability are subject to change without notice. There is no recourse for refund at this point due to any event including epidemic, pandemics, and fires. Rebooking voids all date parameters.**
3. **DATE CHANGE.** Jones Valley Resort allows one free date change to a later date in the same calendar year as the original boarding date at no charge providing the request is made at least 75 days from the original boarding date. Each additional date change will result in a \$250 administrative fee. Any date change made within 75 days of the original boarding date will be subject to a \$250 administrative fee. Any date change made within 45 days of the original boarding date will be subject to a \$500 administrative fee. Any cancellation made after a date change will result in the forfeiture of full deposit and all rental fees paid. In addition, all changed reservations will forfeit existing rates and discounts and be subject to rates of new dates.
4. **DEPOSITS.**
  - a) **Booking Deposit:** A booking deposit is due upon booking your reservation. This secures your trip date and is applied to the rental fee.
  - b) **Damage Deposit:** A damage deposit is due upon check-in. This deposit is fully refundable provided your houseboat is returned undamaged and with all inventories intact.

Deposit amounts are as follows:

Titan - \$2,000.00

Corinthian/Escapade/Odyssey - \$1,000.00

No personal checks will be accepted for deposits.

**NOTE: For holiday weekends in May, damage deposits increase to \$5,000.00 for the Titan and \$3,000.00 for the Corinthian/Escapade/Odyssey and must be paid in CASH ONLY on arrival.**

Deposits will be kept in total, or in part, if houseboats, cabins, or other boats are returned damaged, unclean, or without complete inventory. The deposit will be refunded less any charges for extensive cleaning, damages or loss of inventory items or charged to any credit card attached to the reservation if cash deposit is insufficient to cover damages.

5. **FORM OF PAYMENT.** Payment for deposits, rental, fuel and supplies may be made by Visa, MasterCard, American Express, Discover or cash. No cash refunds will be made. A check will be issued and mailed for any refundable cash transaction. Credit card payments are processed when received.

6. **REPAIR & REFUND POLICY.** Jones Valley Resort is committed to making your houseboat vacation as trouble-free as possible. Please understand that there are many operational parts on a houseboat, several of which can fail unforeseeably. Although there are **NO REFUNDS** given for such failures, it is our commitment and responsibility to repair the problem in a timely and efficient manner. This can only happen if we are made aware of the problem at the time it occurs. **Should you experience failure of any kind, please notify the Resort immediately and understand that refunds, credits, or compensations are not given for inconveniences due to houseboat malfunctions.**

7. **GAS.** The fuel tanks are full at departure and will be filled at the primary Renter's expense upon return of the vessel. Storage/transport of gas containers of any type is strictly prohibited on houseboats and houseboats may only be refueled at California State Regulated fueling stations. **All fuel used is the primary Renter's responsibility.**

8. **CHECK-IN.** Renter may not board the houseboat or other equipment until all paperwork has been completed and instructions regarding operations of houseboat and/or equipment have been completed. Boarding time is between 2:00 p.m. – 6:00 p.m. May - Sept and between 1:00 p.m. – 3:00 p.m. Oct - April.

9. **CHECK-OUT.** The Vessel must be cleaned, ready to be unloaded, and waiting at the buoys for return by 9:00 a.m. – 10:00 a.m on the return date. A late charge of \$400/hour may be issued on late returns and will be deducted from the deposit or charged to the renter's credit card.

10. **NO REBATES WILL BE MADE FOR LATE ARRIVAL OR EARLY RETURN. JONES VALLEY RESORT IS NOT RESPONSIBLE FOR LOSS OF RUNNING TIME DUE TO EQUIPMENT FAILURE, WEATHER, ILLNESS, ACCIDENTS OR CHANGES IN PLANS.**

11. **PARKING PERMITS.** Jones Valley Resort provides a set number of parking passes to guests based on the type of houseboat rented. Vehicles not displaying a parking permit will be towed at the owner's expense. Parking permits are allocated as follows: Titan – 6, Corinthian/Escapade/Odyssey – 4, Super Cruiser and Party Cruisers – 4. In addition, due to the topography of this facility, we are unable to guarantee accommodation for any RV.

12. **WE ARE A PET-FRIENDLY RESORT.** Jones Valley Resort is a pet-friendly resort and will accommodate one pet at no charge. Each additional pet will require a non-refundable charge of \$35.00. Any excessive cleaning required upon departure of pet hair, urine, etc. will be charged to the credit card on file at the rate of \$95.00 per hour. Any damages will be charged at replacement cost.

13. **COMPLIANCE WITH LAWS.** During the term of this Agreement, I agree to comply with all the laws and regulations of the United States, the State of California, and the local jurisdictions. Jones Valley Resort reserves the right to cancel the remaining period of the rental with the resulting forfeiture of any fee paid in respect of the rental period, if in the opinion of a representative of Jones Valley Resort relating to the use or operation of the houseboat, or is in contravention of the Regulations and such contravention is a hazard to navigation, people, or property, including the houseboat, other boat, or undue interference with the rights of others. The Forest Service has determined that unprecedented and dangerous fire conditions exist due to a combination of extreme heat, significant wind events, dry conditions, and limited firefighting resources. When operating under an exemption permit, I understand that emergency services may be slow, limited, or unavailable for assisting this business and its customers. In addition, customers are made aware that current conditions on and around Shasta Lake are hazardous due to the risk of fire ignitions and extreme fire activity, air quality, and the lack of emergency responders.

14. **PERSONAL PROPERTY.** Jones Valley Resort shall not be liable for loss of, or damage to, any property left, stored, or transported in or on or by the houseboat, cabin, or other boat, either before or after the return thereof to Jones Valley Resort, whether such loss or damage was caused by or related to the negligence of Jones Valley Resort, its agents, and employees. The contract holder does hereby assume all risk or such loss or damage and waives all claims against Jones Valley Resort, its agents, and employees, by reason thereof, and agrees to hold Jones Valley Resort, its agents, and employees, against all claims based on or arising out of such loss or damage.

15. **VESSEL & EQUIPMENT RESPONSIBILITY.** For the duration of the Agreement, I understand that I am fully responsible for the command and control of the Vessel listed above and all equipment including, but not limited to, appliances, appurtenances, and supplies. By signing this agreement, I certify that I am competent to handle and operate the Vessel for transportation of persons or property and not to allow more than the allowable number of persons aboard the Vessel at any one time (Titan – 26 passengers, Corinthian – 14 passengers, Escapade/Odyssey – 19 passengers). I also agree that I am not in any way an agent, servant, or employee of Jones Valley Resort and will not permit any repairs to be made or liens or accessories to be placed against the Vessel without first obtaining the express written permission from Jones Valley Resort to do so.

**I agree that:**

- a) I am at least 21 years of age and will provide a valid photo ID for both the Captain and Co-Captain upon check-in.

- b) I will not allow any person to operate the vessel except a person included in the undersigned below who is over the age of 21, holds a valid driver's license, and known to me to be competent to operate the vessel.
- c) NO kegs are allowed on houseboats.
- d) The houseboat will be ready for boarding between 2:00 p.m. - 6:00 p.m., or as early as our staff has completed their work. Guests are welcome to arrive as early as they want on the day of departure, but please be aware that the houseboat may not be ready prior to the designated boarding hours. Most of our houseboats are returning the same morning they are scheduled to depart, and it takes time to clean and check the boats.
- e) I will be responsible for any and all operations of, on, and with the vessel.
- f) I will operate the vessel and any equipment to my satisfaction prior to taking possession of it.
- g) I will not operate the houseboat, cabin, or other boat to cause harm, injury, or damage to any other person or property.
- h) The houseboat or other boat shall be operated in a careful and proper manner, and in compliance and conformity with all federal, state, and local laws, rules and regulations, as well as the rules and regulations of Jones Valley Resort.
- i) I will not start the houseboat without posting an observer at the rear of the boat. Failure to do so may result in serious injury or death.
- j) I will not operate the vessel under the influence of drugs or alcohol.
- k) There will be NO smoking on any houseboat.
- l) I will assume full responsibility for any loss, damage, or injury to the houseboat, cabin, or other boat, or any property or facilities owned or operated by Jones Valley Resort caused by the contract holder or any member of his party.
- m) I will not tie houseboats together at any time during the rental period or be less than 10 feet in proximity of another houseboat including any time the boat is anchored, beached, or moving, or the damage deposit and houseboat will be forfeited.
- n) It is not recommended to drive or move the vessel after sundown.
- o) I am responsible for avoiding low water level hazards and am responsible for any damage which may occur to the houseboat or other boat should I collide with said underwater hazards.
- p) I will immediately report any damage or malfunction involving the houseboat, cabin, or other boat to Jones Valley Resort.
- q) I will pay for the rental according to the published rates set forth by Jones Valley Resort rate schedule.
- r) I will pay Jones Valley Resort in full for all fuel used during the rental period and for any lost inventory or any other loss or damage.
- s) I will pay Jones Valley Resort for any service call other than those deemed as a result of mechanical failure at a rate set by Jones Valley Resort. There will be a minimum fee of \$95.00 per hour for any service calls which are related to operator errors (i.e. running out of fuel, dead batteries, etc.).
- t) There will be a minimum charge of \$95.00 per hour for clogs in the toilet or our pump out system caused by misuse of bathroom facilities.
- u) Jones Valley Resort reserves the right to monitor or board the houseboat at any time during the rental period. The boat and damage deposit will be forfeited if the number of persons aboard the vessel at one time exceeds the allowable number at any given time.
- v) There will be no jumping or diving from the roof or decks of any houseboat whatsoever. There will be no jumping to or from boats in any direction. Always use the exit gates, ladders, and ramps.
- w) Upon return, all boats must be unloaded, cleaned, and returned in the same condition as it was when the boat was received. Boats which are not clean at check-in will be charged a minimum of \$500.00.

**16. PARTIES BOUND BY THIS AGREEMENT.** It is my understanding and intention that this Agreement be binding not only to myself, but on anyone or any entity, including my spouse, children assigns, estate and my heirs, personal representative and next of kin, that or who may be able to or does sue because of my damage, intended to and does release Jones Valley Resort from any and all claims or obligations whatsoever arising in any way from my participation in any boating or personal watercraft activities, use of Jones Valley Resort's Vessel, the equipment, facilities, premises, and services even if caused solely or partially by the negligence or other fault of Jones Valley Resort.

**17. NO WARRANTIES.** I acknowledge and agree that there are no implied warranties of merchantability or fitness for a particular purpose or any other warranties, applicable to the Vessel or any Jones Valley Resort Vessel, parts, equipment, accessories, instruments, components, or other products or goods regardless of the source of such goods and each of the

undersigned hereby waive all remedies, warranties, guarantees or liabilities, expressed or implied, arising by law or otherwise including all consequential damages, death or injury to person or property caused by or resulting from the manufacture, construction, design, formula, development of standards, preparation, processing, assembly, inspection, testing, listing, certifying, warning, maintaining, instructing, marketing, advertising, packaging or labeling or repairing of any such product or component of a product.

18. **DURATION OF RELEASE.** It is my understanding and intention that the Release below and Agreement be effective not only from my first rental and/or ride, but for all subsequent uses of Jones Valley Resort's Vessels or presence or use of Jones Valley Resort's Vessels, equipment, facilities, premises, or services in any way associated with Jones Valley Resort.
19. **THE UNDERSIGNED THEREFORE HEREBY ACKNOWLEDGE AND AGREE THAT: RELEASE, ACKNOWLEDGEMENT OF RISK AND HOLD HARMLESS –**

**Please Read Carefully. Do Not Sign Unless You Agree To The Terms & Conditions of This Agreement.**

In consideration of the services of Jones Valley Resort, its agents, officers, volunteers, participants, employees, and all persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "Jones Valley Resort"), I hereby agree to release and discharge Jones Valley Resort on behalf of myself, my children, my parents, heirs, personal representatives and estate as follows:

I acknowledge that any vessel activities, including basic Vessel instruction, entails known and unanticipated hazards, dangers and risks that could result in physical or emotional injury, paralysis, death or drowning to myself or third parties, or damage to my property or the property of others. I expressly agree and promise to accept and assume all the risks existing in this activity. My participation is purely voluntary, and I elect to participate despite these risks.

These risks include but are not limited to the following:

- a) Weather conditions that may change quickly, including but not limited to wind, rain, snow, lightning, and excessive heat and sun;
- b) Water conditions that may change quickly, including waves, currents, boat wakes, lake level changes and cold-water temperatures;
- c) Exposure or overexposure to cold (Hypothermia) or heat;
- d) Damage, injury or death as a result of contact with aquatic or land animals, fish, birds or reptiles, either on land or on water, including but not limited to areas in and around Jones Valley Resort's premises or staging areas;
- e) Damage, injury or death as a result of traversing in or around Jones Valley Resort's premises or staging areas, including but not limited to docks, ladders, equipment on the premises, mud, steep slopes, cliffs and rocks;
- f) Injury or death as a result of ingesting fresh water or contaminated fresh water, drink, or food;
- g) Personal injury, death, or property damage due to collision with motorized or non-motorized vessels, being hit with the vessel equipment, while launching and landing on shore whether on land or dock, collision with natural or manmade debris;
- h) Lack of available life saving devices or services, or immediate medical attention, in the case of injury;
- i) Injury or death as a result of lack of physical conditioning, existing diseases, conditions or ailments and my own acts or omissions, including my lack of boating knowledge, experience, or expertise;
- j) Injury or death as a result of being entrapped in the Vessel or falling out of a Vessel;
- k) Injury or death as a result of falling, capsizing or being flipped or ejected into the water either intentionally or unintentionally, including while exiting or entering the Vessel;
- l) My own or other participants' attempts to exceed my or their boating skills and/or using a vessel in a reckless manner;
- m) Failing to properly wear a flotation device;
- n) Failing to understand basic or other instructions provided by Jones Valley Resort, its agents, guides, or employees;
- o) Vehicular or pedestrian accident while being transported to or walking to or from Jones Valley Resorts premises or staging areas, including transportation to or from the Vessel or to and from Jones Valley Resorts facilities premises;
- p) Inadequate repair or maintenance of Jones Valley Resort facilities and equipment;
- q) Error, inattention, or negligence on the part of Jones Valley Resort, its officers, agents, guides, and employees, including inadequate instruction or assistance.

