



## **CHARTER AGREEMENT**

This charter party at Ebel's Voyageur Houseboats, Inc., Ash River Trail, St. Louis County, Minnesota, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between Ebel's Voyageur Houseboats, Inc., owner of the houseboats, Party of the First Part, hereinafter referred to as the Owner, and \_\_\_\_\_ Party of the Second Part, hereinafter referred to as the Charterer.

### WITNESSETH

1. The Owner agrees to let, and the Charterer agrees to hire the houseboat number \_\_\_\_\_ on the following basis.
2. The Charterer shall pay in advance to the owner as and for the exclusive use of the vessel, a daily or weekly rental to be agreed upon between the parties hereto; there will be no refund to the Charterer of the rental paid in advance.
3. The Charterer shall furnish all of his own food, rations, provisions and personal equipment for the rental period, or in the alter-native, the Charterer shall pay the Owner for such food, rations, provisions and personal equipment as is supplied by the Owner.
4. The vessel shall only be used for the pleasure purposes of the Charterer, his family and guests and the Charterer shall not engage in the transportation of merchandise or carrying of passengers for hire or engage in any trade in violation of the laws of the United States, Canada or any political subdivision of either.
5. During the period of this agreement the Charterer shall have the full and exclusive command, control, use, possession and navigation of the vessel. It is understood that the Owner upon delivering possession of the vessel to the Charterer shall retain no control of its use, possession or navigation, the same being wholly vested in the Charterer for the duration of this agreement.
6. Qualified guides are usually available to the Charterer, which he may hire at his own discretion. Any guide so hired by the Charterer shall be an employee of the Charterer and not that of the Owner.
7. The Owner shall not in any way be held liable for any claim for damages made by any third party arising out of the operation of the vessel by the Charterer. It being understood that the Charterer shall be solely responsible for his operation, navigation and use of the vessel and the Charterer will hold the owner harmless against any and all such claims. Charterer is solely responsible for his/her operation and use of the houseboat vessel and for the control thereof when not in use. Charterer is, therefore, responsible for any claims which may arise out of the operation and use of the houseboat vessel by any person, whether or not authorized by Charterer to operate such houseboat vessel.
8. The Charterer will be liable for any damage to the vessel and will be fully responsible for any lost or damaged equipment and service calls. This provision is not applicable to any service calls which are required because of breakdown of equipment.
9. We reserve the right to inspect any and all boats. If a boat is returned in a dirty condition a \$200.00 cleaning fee will be billed to the Charterer and to be paid before leaving base.
10. Vessels are to be returned to the base not later than 9:00 a.m. on the agreed date. An additional charter rate penalty of one-half day will be assessed against the Charterer for late return. If you plan to return to the base before your scheduled return, please call. Charterer agrees to allow St. Louis Sheriff, Minnesota DNR or Canadian law enforcement officials to board the vessel upon their request. Vessels must be tied up 90 minutes prior to sunset.

IN WITNESS WHEREOF, both the Owner and the Charterer have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

EBEL'S VOYAGEUR HOUSEBOATS, INC.

Owner \_\_\_\_\_  
(An Officer)

Charterer \_\_\_\_\_





**LIMITED WAIVER OF RIGHTS OF RECOVERY**

In consideration of payment of \$\_\_\_\_\_, Ebel's Voyageur Houseboats, Inc. ("Ebel's") hereby waives its right to recover damages against \_\_\_\_\_ ("Charterer") for part of the deductible portion of Ebel's physical damage insurance ("Hull Insurance") for Houseboat Number \_\_\_\_\_ for damage to such houseboat under the following specific terms and conditions:

1. The Charterer is responsible for the following damages to such houseboat:
  - The first **\$200.00** of damage, per incident.
  - All damage from **\$5,000.00** to **\$10,000.00** per incident.
  - Ebel's insurance company may sue the Charterer under its subrogation rights for any damages to such houseboat in excess of the deductible under Ebel's Hull Insurance policy which deductible is currently \$10,000.00 per incident.
  - The amount of damage to such houseboat shall be determined by Ebel's and shall be Ebel's purchase price for expedited delivery of replacement parts plus the number of hours necessarily incurred by Ebel's in repairing the damage with the labor to be calculated at Ebel's "shop rate".
2. **This agreement does not apply to damage to 14' fishing boats and their motors, 16' fishing boats and their motors, propellers on the motors of fishing boats and propellers of the houseboat, hot tub covers, houseboat furniture, and rock and beach pulls.**
3. Ebel's is not acting as an insurer.
4. In the event the Charterer or its guests breach the terms of the Charter Agreement for the afore-described houseboat and such breach directly or indirectly causes the damage to the houseboat then, and in that event, this Agreement is void.

IN WITNESS WHEREOF, both Ebel's and the Charterer have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

EBEL'S VOYAGEUR HOUSEBOATS, INC.

By: \_\_\_\_\_  
Its \_\_\_\_\_

Charterer: \_\_\_\_\_  
Print Name: \_\_\_\_\_



## ***PET POLICY***

Ebel's is pet friendly and currently charges \$100 per pet with a maximum of two per houseboat. We do ask that you take responsibility for the cleanliness of the houseboat regarding your pet.

1. Please do not allow your pet on the furniture and beds!
2. Please do not leave your pet unattended in the houseboat.
3. Clean your pet's paws when entering the houseboat from the beach.
4. Immediately report any damage that your pet may have caused.
5. Follow the National Park pet policy.

Heavy shedding pets are the housekeeper's worst enemy. Please clean up after your pets! Ebel's reserves the right to charge a minimum fee in the amount of \$250.00 for houseboats that require extra cleaning due to pets. This includes the replacement of blankets and shampooing of the carpet.

Please be respectful of the guests that follow you! We hope that you and your pet have a wonderful vacation!



Guest Signature \_\_\_\_\_ Date \_\_\_\_\_