



## Terms and Conditions

### Rescheduling and Cancellation Policy

- Bookings outside of 24 hours of the rental time may be rescheduled for a \$25 re-booking fee, plus any additional rental charges for rescheduling from off-peak to peak times, or from weekday to weekend dates, or for adding more hours to the reservation.
- Cancellations outside of 24 hours of the rental time will be refunded to your credit card, minus a \$50 cancellation fee.
- Within 24 hours, bookings cannot be changed or canceled, and are non-refundable.

### Renter Responsibilities

As the renter of the vessel, you are 25 years of age or older.

*YOU ACCEPT FULL RESPONSIBILITY FOR ANYONE IN YOUR PARTY WHO DRIVES THE BOAT.* You acknowledge that you will remain in command if you surrender operation of the vessel to other passengers on board. You are solely responsible for the command, operation, and navigation of the vessel for the duration of your rental.

By state law, all children under thirteen years of age must wear a life jacket at all times while on board the vessel.

You are fully responsible for assuring that you and your passengers and guests adhere to all safety rules.

Operating the vessel with a Blood Alcohol Level of .08 or over, or under the influence of drugs, is strictly prohibited.

Smoking on the vessel is strictly prohibited.

No red wine, pomegranate juice, grape juice, or any other dark staining liquids or foods are permitted on the vessel.

One (1) dog under 20 lbs is permitted on the vessel and the renter agrees to pay a \$25 dog fee at check in. Any damage caused by the pet or renter could incur additional fees for cleaning or repairs.

You must operate the vessel in Newport Bay only. You may not go under the Pacific Coast Highway Bridge and/or operate the vessel in the Upper Back Bay of Newport Harbor or take the vessel outside the harbor and into the open ocean.

The following actions are strictly prohibited:

1. Absolutely no jumping off the boat, swimming, or fishing from the vessel.
2. Absolutely no riding on the bow or the stern of the boat.
3. Removal of the surrey top or windows is not allowed at any time and subject to additional charges.

At the conclusion of your rental, you agree to return the vessel to the location where you received it, and in the same condition in which you received the vessel.

### Financial Responsibility

As the renter, you agree to be responsible for and to repair any damage to the vessel or its equipment, and to pay all costs for any cleaning necessary to put the vessel in the same state of cleanliness, repair, order and condition as that existing at the time you received the vessel, regardless of if you were driving or if someone else in your party was driving.

You agree to a "Security Deposit" in the amount of up to \$1000, to be held as a temporary hold on your card, used as a security for your obligations under the rental agreement. It shall be promptly released to you at the end of the rental period, *net of any amounts which may be withheld by us to meet your obligations under this agreement.*

You agree to provide a credit card or debit card to Pacific Electric Boat Rentals at check-in, and will authorize Pacific Electric Boat Rentals to use this card for your security deposit, as well as charge your card for any applicable fees or damages that may be incurred, even if someone else in your party drives the boat.