



KATY EBEL

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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

The Owner agrees to let, and the Charterer agrees to hire the houseboat number _____ on the following basis.

1. 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.
2. The Charterer shall furnish all of his own food, rations, provisions and personal equipment for the rental period, or in the alternative, the Charterer shall pay the Owner for such food, rations, provisions and personal equipment as is supplied by the Owner.
3. 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.
4. 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.
5. 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.
6. 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 the operation and use of the houseboat vessel by any person, whether or not authorized by Charterer to operate such houseboat vessel.
7. 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.
8. 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.
9. 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.

Witness our hands and seals this ____ day of _____, 20__

EBEL'S VOYAGEUR HOUSEBOATS

Owner _____
(An Officer)

Charterer _____