

OBC AGREEMENT: WITH RENTER

PART A: RENTER INFORMATION

RENTER NAME:		
HOME ADDRESS:		
CITY:	PROVINCE:	POSTAL CODE:
BOATER LICENSE NO.:		DATE ISSUED:
BIRTH DATE:		
TELEPHONE:		EMAIL:

PART B: BOAT AND RENTAL FEE INFORMATION

BOAT:	RENTAL FEE:
HIN:	RENTAL RATE: <input type="checkbox"/> \$ _____ / Weekly <input type="checkbox"/> \$ _____ / Daily
MAKE:	ADDITIONAL OPERATOR FEE: \$ _____
MODEL:	ADDITIONAL FEES: \$ _____
YEAR:	SUBTOTAL: \$ _____
FUEL: ____ 1/4 ____ 1/2 ____ 3/4 ____ FULL	HST: \$ _____
BOAT CONDITION PRIOR TO RENTAL:	TOTAL: \$ _____ ALL CHARGES SUBJECT TO CHANGE PENDING FINAL BOAT INSPECTION
INSURANCE: ____ YES PLAN: _____	
DATE/TIME OUT:	DATE/TIME DUE IN:

PART C: ADDITIONAL OPERATOR

NAME:		
HOME ADDRESS:		
CITY:	PROVINCE:	POSTAL CODE:
BOATER LICENSE NO.:		DATE ISSUED:
BIRTH DATE:		
TELEPHONE:		EMAIL:
<p>I, the Additional Operator of the Boat described in Part A to this Agreement, agree to defend, indemnify, and hold the manufacturer and distributor of the Boat, as well as OBC, including all principles, directors, officers, employees, agents, representatives, servants, assigns, successors, insurers and subsidiaries of OBC, harmless from all losses, liabilities, damages, injuries, claims, demands, awards, costs, legal fees, and other expenses incurred by OBC in any manner from this Rental transaction or from the use of the Boat by myself or any person, including claims of, or liabilities to, third parties. I WAIVE ANY AND ALL CLAIMS AGAINST OBC FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH THE RENTAL, THE BOAT, AND OBC'S SERVICES, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIERS' LIABILITY ACT ON PART OF THE OBC, AND ALSO INCLUDING THE FAILURE ON PART OF OBC TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT THE RENTER FROM RISKS, DANGERS, AND HAZARDS, INCLUDING ANY WARRANTY ON PART OF OBC in respect of the design, manufacture, selection installation, maintenance or adjustment of the Boat, or in respect of the provisions or failure to provide any warnings, directions, instructions, or guidance as to the use of the Boat.</p> <p>I, _____, FREELY ACCEPT AND FULLY ASSUME ALL RISK, DANGERS AND HAZARDS, AS WELL AS THE POSSIBILITY OF PERSONAL INJURY, DEATH, AND PROPERTY DAMAGE AND LOSS THAT MAY RESULT FROM MY USE OF THE BOAT.</p> <p>Date: _____ Signature: _____</p>		

PART D: TERMS AND CONDITIONS

1. The Rental Agreement. These Terms and Conditions, together with any additional agreement signed by the Renter as well as any documents or agreements (or links to online documents/agreements) sent to the Renter electronically in connection with the rental of "the Boat", more fully described in Part B, constitute and govern "this Agreement" between the Renter and Ontario Boat Company Ltd. ("OBC").

2. OBC. OBC is only an acting intermediary between the Owner of the Boat and the Renter. OBC is in no way the legal owner of the Boat, however OBC retains the right to accept or reject the Renter's application to rent the Boat.

3. The Owner. The Owner is the legal owner of the Boat and is in no way an agent or representative of OBC.

4. The Renter. The Renter intends to rent the Boat from the Owner using OBC's services and agrees to the terms in this Agreement. The Renter is an individual who is deemed eligible by the OBC to rent the Boat in accordance with paragraph 12 to this Agreement. The Renter is not an agent of OBC for any purpose; and the Renter cannot assign, delegate, or transfer any of their obligations under this Agreement.

5. The Rental. The Renter is renting the Boat, listed by the Owner, through the use of OBC's services for short-term personal use detailed in Part B to this Agreement.

6. OBC Fees. The Renter understands and agrees to make all payments for the rental directly to OBC. OBC will be entitled to retain 25%, including applicable taxes, of the total rental fee paid by the Renter. OBC, in its sole discretion, will only accept payment through e-transfer or credit card.

7. Taxes. The Renter acknowledges that all pricing and fees will be subject to all applicable taxes.

8. Insurance. OBC provides insurance coverage on all rentals through an insurance policy with a third-party provider, Cansure ("the Cansure policy"). The Renter acknowledges and understands that the Renter will be liable for a damage deposit in the amount of \$2,500.00, payable immediately to OBC, in the event of a loss under the Cansure policy. The Renter further agrees that if the loss is determined to exceed the Cansure policy limit, the Renter will be liable for any amounts in excess of the policy limits. OBC's insurer will only reimburse the Renter for sums they become legally liable to pay to a third party up to the allowable policy limit under the Cansure policy.

9. Cancellation. The Renter understands that if they cancel the Rental less than 24 hours before the date and time specified in Part B to this Agreement, the Renter will be subject to a \$250 cancellation fee.

10. Ownership. The Owner understands that the rental is solely a transfer of possession and not of ownership of the Boat, and that the Owner will remain the Owner of the Boat at all times.

11. Error in Rental Charges. The Renter acknowledges and understands that the amounts charged to the Renter before and / or immediately upon the return of the Boat are not final and are subject to review. The Renter agrees to pay any undercharges that may later be discovered by OBC with respect to the Boat and this Agreement.

12. Renter Requirements. The Renter represents to OBC that they are at least 25 years old, are a competent and validly licensed operator, and will remain a competent and validly licensed operator throughout the term of the Rental. The Renter agrees that OBC has the right to verify that their license has been validly issued and is in good standing as a condition precedent to the Rental. OBC, in its sole discretion, may refuse to rent the Boat to the Renter if OBC determines that the Renter or additional operator is not competent to operate the Boat. OBC may also refuse to rent the Boat to the Renter if their license is not in good standing and reserve the right to deny rentals based upon (i) information about the Renter's license status, (ii) the authenticity of the Renter's boat license or other credentials, (iii) the inability to verify the Renter's identity or payment methods, or (iv) any other information received from any other source in the business of validating an identity or the operator's credentials that OBC believes to be reliable.

13. Verification. The Renter accepts that OBC has the right to verify all information provided by the Renter to OBC, including but not limited to their age, identity, and qualifications to operate the Boat. OBC, at its sole discretion, may terminate this Agreement immediately, without further notice to the Renter, if the Renter is discovered to have provided incomplete or inaccurate information to OBC. OBC further reserves the right to use third party services, in its sole discretion, to verify any information

provided by the Renter. Termination of this Agreement due to incomplete or inaccurate information from the Renter will result in a penalty fee of \$250

14. Update Information. The Renter understands that it is the Renter's responsibility to ensure that OBC has the Renter's up to date contact and payment information.

15. Changes. Any change in this Agreement must be in writing and signed by an authorized OBC representative. The Renter further agrees that OBC has the sole right to change these Terms and Conditions from time to time either upon written notice to the Renter, in paper or electronic form, or upon posting such changes on OBC's web site. Such changes will apply to rentals that the Renter reserves after such notice has been given, as indicated by the date of the notice, if sent in written form, or the date the changes are posted on OBC's web site, without any requirement by the Renter to sign the changed Terms and Conditions.

16. Additional Operators. Any person other than the Renter that operates the Boat will be required by OBC to complete and sign the additional operator form found at Part C to this Agreement. OBC charges an additional daily fee for each additional operator authorized to operate the Boat. All additional operators may be required to appear at the rental counter with the Renter and present proof of their ability to operate the Boat to the satisfaction of OBC. All additional operators may be required to present a major credit card in their name at the time of the rental. The Renter acknowledges that they will remain financially responsible under this Agreement at all times, even if the Boat is operated by someone other than the Renter.

17. Safety of Passengers. The Renter is responsible for ensuring the safety of all passengers on board the Boat. OBC will not be responsible for injuries or death of passengers resulting from the use of the Boat and any associated equipment.

18. Fuel. The Renter agrees to use only premium fuel when refueling the Boat and agrees to return the Boat with the level of fuel indicated on Part B to this Agreement.

19. Boat Return. The Renter agrees act reasonably while the Boat is in the Renter's care, and to return the Boat to OBC in the same condition received, on the date, at the time and to the location specified in Part B to this Agreement. If the Boat is returned on a later date than that stated on this Agreement or agreed upon by the parties, the Renter may be charged a late return fee. The Boat may not be returned outside of the return location's operating hours, unless specifically allowed by that location. If the Renter returns the Boat outside of return location's operating hours, the Renter agrees to bear responsibility for damage to or loss of the Boat. The Renter further agrees to bear any and all additional charges for the late return of the Boat, as the periodic rate will continue to accrue until the return location reopens and processes the return of the Boat. If the Renter fails to return the Boat to the location specified in this Agreement or otherwise agreed to, the Renter may be subject to criminal penalties. The Renter agrees to return the Boat in a clean condition to avoid additional charges referred to in paragraph 26.

20. Repossession of the Boat. The Renter acknowledges that OBC, in its sole discretion, or the Owner, acting reasonably, have the right to repossess the Boat at any time, including if the Boat is found to be illegally or improperly docked, abandoned, or being used in a manner that violates the law or the terms of this Agreement. The Renter acknowledges that OBC's reasons for repossession provided in this Agreement are not exhaustive, and that OBC is not required to notify the renter before taking action to repossess the Boat. The Renter further acknowledges that OBC may take reasonably necessary steps towards the repossession of the Boat, including but not limited to, remotely disabling the boat's engine, and tracking the Boat using GPS devices. The Renter agrees to pay or reimburse OBC for the actual and reasonable costs incurred by OBC to repossess the Boat, and that such costs will be charged to the credit card or account provided in Part C to this Agreement.

21. Damage to or Loss of Boat. If the Boat is lost or damaged, the Renter acknowledges that, subject to any insurance coverage provided by OBC's third-party provider, the Renter will be liable for any loss or damage incurred to the Boat, regardless of the cause or who was operating the Boat. In the event that the Boat is damaged, the Renter agrees to pay the Owner's reasonable estimated repair cost. Alternatively, if, in its sole discretion, the Owner reasonably determines it best to sell the Boat in its damaged condition, the Renter will pay the difference between the Boat's retail fair market value and the sale proceeds. In the event of theft, the Renter will pay the greater of the Boat's retail fair market value or the depreciated book value. The Renter acknowledges that the depreciated book value may be higher than the retail fair market value. Subject to any insurance coverage provided by OBC's third-party provider, if the Boat is damaged, stolen, or lost and is not recovered, the Renter agrees to pay the Owner for additional incidental charges, including but not limited to the loss of use of the Boat, an administrative fee, towing, and storage charges. The Renter understands and agrees that damages and losses not covered by insurance coverage provided by OBC will be dealt with directly between the Owner and Renter, with OBC having no further involvement.

22. Repairs to the Boat. The Renter acknowledges and agrees that they are not authorized to repair or have the Boat repaired. Should the Renter repair or have the Boat repaired, the Renter will pay the Owner the estimated cost to restore the Boat to the condition it was in prior to the Rental by the Renter.

23. Prohibited Uses of Boat. The following actions, taken or failed to be taken, by the Renter or any other operators of the Boat will violate this Agreement:

A. Renter uses or permits the Boat to be operated: 1) by anyone other than an authorized operator as defined in paragraph 16; 2) to carry passengers or property for hire or more passengers than the Boat is meant to carry; 3) to tow or push anything, including but not limited to waterskiing, kiting, riding inflatable toys, wake boarding, and jet ski fly boarding; 4) to be operated in a test, race or contest; 5) while the operator is under the influence of alcohol, drugs, any controlled substance, including without limitation, any federally controlled substance listed under the Controlled Drugs and Substances Act S.C. 1996, c. 19 (a "Controlled Substance"), or medications that affect boat operation and/or constitute operating a boat while impaired under applicable law; 6) for conduct that could be charged as a crime, including the transportation of a Controlled Substance or contraband, stolen goods, illegal devices, or persons protected by prohibitions against human trafficking; or 7) recklessly or while overloaded.

B. The Renter or an additional operator, whether authorized or not: 1) fail to promptly report to OBC any damage to or loss of the Boat when it occurs or when the Renter learns of it and provides OBC with a written accident/incident report or fails to cooperate with OBC's investigation; 2) Where required by law, failed to report an accident to law enforcement; 3) obtained the Boat through fraud or misrepresentation; 4) leave the Boat and fail to remove the keys or boat remote and the Boat is stolen or vandalized; or 5) intentionally or with willful disregard cause or allow damage to the Boat.

C. The Renter or an additional operator, whether authorized or not return the Boat after hours and the Boat is damaged, stolen or vandalized or the Renter otherwise fails to take reasonable steps to secure the Boat.

D. The Renter fails to securely moor or trailer the Boat when not in use and the Boat is damaged or vandalized.

E. The Renter or an additional operator operate the Boat while using a hand-held wireless communication device or other device that can receive or transmit telephonic communications, electronic data, mail or text messages shall be deemed a breach of this Agreement.

THE RENTER ACKNOWLEDGES THAT A VIOLATION OF PARAGRAPH 23, WILL AUTOMATICALLY TERMINATE THIS AGREEMENT AND IS AN EXCLUSION TO AND VOIDS ALL LIABILITY PROTECTION AND ANY OPTIONAL SERVICES THAT THE RENTER MAY HAVE ACCEPTED. A VIOLATION OF PARAGRAPH 23 ALSO RESULTS IN THE RENTER BEING LIABLE TO OBC FOR ALL PENALTIES, FINES, FORFEITURES, LIENS AND RECOVERY AND STORAGE COSTS, INCLUDING ALL RELATED ACTUAL LEGAL FEES, DISBURSEMENTS, AND COSTS THAT OBC MAY INCUR AS A RESULT OF THE RENTER'S BREACH.

24. Prohibited Actions of Renter. The following actions, taken or failed to be taken, by the Renter will violate this Agreement:

- A. Commit an act or actions that would in any way tarnish or harm OBC, its reputation, or brand.**
- B. Provide any false or misleading information either to OBC or the Owner directly.**
- C. Impersonate or misrepresent themselves.**
- D. Fail to pay any fees or penalties owed by the Renter to OBC.**
- E. Use OBC to solicit potential owners directly in order to avoid the obligation of paying OBC's fees referred to in paragraph 6.**
- I. If required and allowed by OBC, in its sole discretion, contact an Owner directly for any purpose other than the rental.**

THE RENTER ACKNOWLEDGES THAT A VIOLATION OF PARAGRAPH 24, WILL AUTOMATICALLY TERMINATE THIS AGREEMENT. A VIOLATION OF PARAGRAPH 24 ALSO RESULTS IN THE RENTER BEING IMMEDIATELY LIABLE TO OBC FOR ALL PENALTIES, FINES, DAMAGES, FORFEITURES, LIENS AND RECOVERY AND STORAGE COSTS, INCLUDING ALL RELATED ACTUAL LEGAL FEES, DISBURSEMENTS, AND COSTS THAT OBC MAY INCUR AS A RESULT OF THE RENTER'S BREACH. OBC HAS THE RIGHT, BUT NOT THE OBLIGATION, TO INVESTIGATE, PURSUE, AND SEEK TO PROSECUTE, LITIGATE, OR REFER TO LAW ENFORCEMENT, VIOLATIONS OF THIS AGREEMENT TO THE FULLEST EXTENT PERMITTED BY LAW.

25. Permitted Destinations. The Renter is not permitted to operate the Boat outside of Ontario and agrees to only operate the Boat on permissible inland waterways and lakes within Ontario.

26. All Expenses, Costs, Fines and Administrative Fees. The Renter is responsible for reimbursing OBC for all fines, penalties, interest, and court costs incurred by the Renter during the Rental of the Boat. Reimbursements include, but are not limited to, boating infractions, storage liens, and any other charges incurred as a result of the Boat Rental by the Renter. The Renter further agrees to pay a reasonable administrative fee for any violation of this Agreement, such as for OBC's repossession or recovery of the Boat for any reason. The Renter authorizes OBC, at its sole discretion, to pay all infractions, fines, penalties and interest on the Renter's behalf directly to the appropriate authority and agrees to compensate OBC for the full amounts paid, plus a reasonable administrative fee, and actual legal fees and expenses, if applicable, which will be charged to the Renter's credit card on file with OBC. The Renter understands and acknowledges that OBC may be required to cooperate with federal, provincial, municipal, and local officials with enforcing infractions committed by the Renter or another operator of the Boat, and permits OBC to provide any information in its possession, concerning the Renter, that these officials may deem necessary.

27. Collection Proceedings. In the event that the Renter fails to pay all amounts owed to OBC under this Agreement upon demand, OBC may take the following actions against the Renter: 1) demand an interest rate of 24% per annum, or the highest rate permitted by applicable law, on all past due

amounts owing; 2) the Renter agrees to pay any and all costs incurred by OBC in seeking to collect such outstanding amounts, including but not limited to, actual legal fees, administrative fees, cost of recovery, insufficient funds fees and collection fees; 3) the Renter permits OBC, and its collection agents, to access any and all personal information provided by the Renter to OBC in an effort to collect any amounts owing under paragraph 26; and 4) OBC may report any deficiencies owed by the Renter to an appropriate credit reporting agency.

28. Indemnification. The Renter agrees to defend, indemnify, and hold the manufacturer and distributor of the Boat, as well as OBC, including all principles, directors, officers, employees, agents, representatives, servants, assigns, successors, insurers and subsidiaries of OBC, harmless from all losses, liabilities, damages, injuries, claims, demands, awards, costs, actual legal fees, and other expenses incurred by OBC in any manner from this Rental transaction or from the use of the Boat by the Renter or any person, including claims of, or liabilities to, third parties. **THE RENTER WAIVES ANY AND ALL CLAIMS AGAINST OBC FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH THE RENTAL, THE BOAT, AND OBC'S SERVICES, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIERS' LIABILITY ACT ON PART OF THE OBC, AND ALSO INCLUDING THE FAILURE ON PART OF OBC TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT THE RENTER FROM RISKS, DANGERS, AND HAZARDS, INCLUDING ANY WARRANTY ON PART OF OBC** in respect of the design, manufacture, selection installation, maintenance or adjustment of the Boat, or in respect of the provisions or failure to provide any warnings, directions, instructions, or guidance as to the use of the Boat.

29. WAIVER AND RELEASE OF LIABILITY. THE RENTER FREELY ACCEPTS AND FULLY ASSUMES ALL RISK, DANGERS AND HAZARDS, AS WELL AS THE POSSIBILITY OF PERSONAL INJURY, DEATH, AND PROPERTY DAMAGE AND LOSS THAT MAY RESULT FROM THE RENTER'S USE OF THE BOAT.

30. Representations and Warranties. The Renter represents and warrants that the Renter is legally entitled to operate the Boat under the laws of this jurisdiction and will not operate it in violation of any laws, or in any negligent or illegal manner. The Renter also represents and warrants that the Renter can safely tow and trailer the Boat to a designated destination, as well as safely launch and recover the Boat. OBC may, but does not commit to, undertake efforts to ensure the safety of the Boat provided through OBC's services. OBC does not make any representations about, confirm, or endorse the safety or seaworthiness of the Boat beyond OBC's policies that require the Owner to ensure that the Boat is in a safe and operable condition. OBC further makes no warranty regarding the quality of any listings, owners, or any content or accuracy, timeliness, truthfulness, completeness, or reliability of any content obtained through our services. **OBC IS NOT RESPONSIBLE FOR ANY OF THE ACTS OR OMISSIONS BY OWNERS OR RENTERS THAT USE OBC'S SERVICES, OR THE MANUFACTURER OF THE BOAT. OBC'S SERVICES ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE EXTENT PERMITTED BY LAW, WITHOUT LIMITING THE FOREGOING, OBC EXPLICITLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE.**

31. Seaworthiness of Boat. The Renter agrees to bring to the OBC's immediate attention if it is determined that the Boat is not seaworthy. Failure to inform the OBC in a timely manner may result in liability to the Renter for the damage or loss of the Boat.

32. Liability. Except where required by law to be primary, any protection provided by OBC shall be secondary to any and all applicable insurance available to the Renter or additional operator. Where any

coverages by OBC are required or implied by law that are outside the coverage purchased by the Renter from OBC, the limits shall be the minimum required under the applicable statute.

33. Jurisdiction and Severability. In the event of any dispute over this Agreement, this Agreement will be interpreted by the laws of the Province of Ontario. If any portion of this Agreement is found to be unenforceable by a court of competent jurisdiction, the remainder of the agreement would still have full force and effect.

34. Entire Agreement. This Agreement constitutes the entire agreement between the Renter and OBC and shall not include any other representation, promise, or warranty other than those set out in this Agreement.

35. Miscellaneous. The Renter acknowledges that, in the event of death or incapacity, this Agreement is binding upon the Renter's heirs, next of kin, executors, administrators, assigns, and representatives. OBC reserves the right to transfer its rights and obligations under this Agreement to another party. This will not affect the Renter's rights or the obligations of the provider under this Agreement. The Renter may only transfer their rights or obligations under this Agreement to another person if OBC agrees in writing. Should OBC fail to insist that the renter perform any of its obligations under the Rental Agreement, or if OBC does not enforce its rights against the renter, or delays in doing so, that will not mean that OBC has waived its rights against the renter and will not mean that the renter does not have to comply with those obligations. If OBC does waive a default by the renter, OBC will only do so in writing, and that will not mean that OBC will automatically waive any later default by the renter.

I, THE RENTER, HAVE READ THE TERMS AND CONDITIONS TO THE RENTAL AGREEMENT IN ITS ENTIRETY AND AGREE TO BE BOUND TO THE RENTAL AGREEMENT.

Date: _____

RENTER

Full Name: _____

Signature: _____