

## Terms and Conditions Ho2 LLC

I agree to arrive at Sabine Marina 30 MINUTES early prior to my scheduled departure time to complete all paperwork, tender payment, and participate in my hands on safety training and orientation. If i arrive late, the scheduled safety orientation time allotted will be deducted from my scheduled rental time and i agree my charges will not be compensated nor adjusted for my tardiness. I also agree If i return the pontoon boat later than the scheduled return time, I will be charged at the rate of \$200 per hour additional, unless arrangements have been made prior. Furthermore, I agree that the additional hours are not prorated. 15 minutes late = 1 (one) billable hour! I agree and understand my punctuality is paramount to prevent additional charges. By my authorized signature below, I agree that I have read and fully understand the attached Waiver and Release of Liability and furthermore, agree to pay for any and all repair costs and other physical damages that may occur to the watercraft during my rental, operation or other use from any cause whatsoever whether deliberate or unintentional as specifically set forth in Exhibits "A" "B" and "C".

EXHIBIT "A" I hereby voluntarily and of my own volition give Ho2 PENSACOLA PONTOONS, PADDLE BOARDS & MORE! the right to immediately charge my credit card in the event there is any damage to, accident or incident of any kind regarding the rented watercraft during the rental period. This includes damages done to the rental watercraft, motor, or equipment as a result of beaching, running aground, reckless operation, negligence, equipment loss, or violation of the rules. I understand that Ho2 PENSACOLA PONTOONS PADDLE BOARDS & MORE! will conduct an estimate for repairs by a reputable licensed repair company of their sole choosing and provide me with a copy for review. I further covenant and agree not to challenge the charge on my credit card with the bank or financial institution issuing my card. I recognize that Ho2 PENSACOLA PONTOONS, PADDLE BOARDS & MORE! has a good faith basis for requiring this provision as it is the only way to protect them from me canceling my credit card or challenging the charges in the event of damages to the watercraft. All damages deemed extreme by Ho2 PENSACOLA PONTOONS, PADDLE BOARDS & MORE! are subject to investigation by the Escambia County Sheriff's Department.

EXHIBIT "B" I hereby voluntarily and of my own volition give PENSACOLA PONTOON PADDLEBOARDS & MORE! the right to immediately charge my credit card, provided via photocopy on file, and agree not to challenge the charge on my credit card with the bank or financial institution issuing my card. EXHIBIT "C" In the event the credit card declines, I agree to reimburse Ho2 PENSACOLA PONTOONS, PADDLE BOARDS & MORE! immediately for any and all accidental and/or intentional damages incurred while watercraft is in my possession not to exclude all accessories provided aboard the vessel. I agree to make Ho2 PENSACOLA PONTOONS, PADDLE BOARDS & MORE! whole again for any losses they incurred. I also agree to pay for collection costs and cooperate with Ho2 PENSACOLA PONTOONS, PADDLEBOARDS & MORE! Affiliates, not to exclude their insurance providers/underwriters and/or investigators of all capacity.