

Terms and Conditions **-For Boat Rental Agreement-**

This Boat Rental Agreement enter between "RENTER" as listed on Applications and the "CONCESSIONER" as The Apsáalooke - Crow Tribe of Indians, OWNER of Boat(s).

Date: _____ Color of Boat and/or MODEL: _____

Full Day: _____ Time: 8:00 a.m. to 6:00 p.m. **\$400.00 + plus usage of fuel**

Half Day: _____ Time: 8:00 a.m. to 1:00 p.m. and/or 1:00 p.m. to 6:00 p.m. **\$300.00 + plus usage of fuel**

Hourly Rate: _____ On availability of boats **\$100.00 per hour + plus usage of fuel**

Paid by: Cash \$ _____ Credit Card \$ _____ Deposit: \$ _____

****RETURN - park boat(s) at Dock Area****

BOAT RENTER'S NAME: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

PHONE NUMBER: _____

VEHICLE LICIENSE: _____ DRIVERS LICENSE# _____ STATE: _____

_____ Given the Handout "The RENTER agrees to abide to the following requirements"

(Signature)

(Date)

The CONCESSIONER: Apsáalooke Crow Tribe of Indians – Staff

(Signature)

(Date)

Welcome to Apsáalooke Crow Nation Country

Enjoy your recreational adventure! BE SAFE!

Full Day: 8:00 a.m. to 6:00 p.m. **\$400.00 + plus usage of fuel**

Half Day: 8:00 a.m. to 1:00 p.m. and/or 1:00 p.m. to 6:00 p.m. **\$300.00 + plus usage of fuel**

Hourly Rate: On availability of boats **\$100.00 per hour + plus usage of fuel**

1. Fuel: Fuel used is the financial responsibility of the RENTER and is to be reimbursed to the CONCESSIONER upon return of the Vessel hereinafter referred to as the "Boat". (Cost of fuel usage will vary depending upon boat usage.) **REMEMBER to please park the boat at the Docking area!**
2. Damages: any additional cost of replacing lost equipment, repairing damages to the boat including parts, transporting the boat or other property to and from point of repair, the regular rental fee covering time the boat is out-of-services as a result of damage, and any collection costs and attorney fees necessary to secure reimbursement.
3. Deposit: A security deposit, hereinafter referred to as the "Deposit", in the amount of (\$100.00) is required. If the Renter pays in cash, the Deposit must be paid at the time of rental. The cash deposit will be deducted from the remaining balance due "IF" the boat is returned to the concessioner in the same condition as when it was rented.

If the renter pays by credit card or debit card, the concessioner will place a hold on the renter's account in the amount of the deposit. The hold will be released from the account when the boat is returned to the concessioner in the same condition as when it was rented.

4. Check-in: Concessioner will have a boat available to the agreed check-in-time. The Concessioner is not responsible for the Renter's inability to arrive and/or arrive on time, or if the Renter chooses to depart early for any reason, or if a member of the Renter's party does not show up. As a result, no refunds or rebates will be offered. ALSO, NO REFUNDS WILL BE MADE DUE TO POOR WEATHER.
5. Boat Operation: The Renter acknowledges and agrees that the boat will be operated by the Renter's name in this Agreement. The Renter warrants that he/she is a qualified operator of said boat, and that he/she will not allow any other person(s), including his/her family and guests, to operate the boat. The Renter will be responsible for all such operations. The Renter will not operate the Boat while under the influence of alcohol and/or drugs.
6. Pet-Friendly – Only Pets that are trained and well-supervised are permitted on the boat. Any accidental waste must be cleaned. If there are stains and/or a remaining odor, the Deposit will be held.
7. The Concessioner: Reserves the right-to-refuse-service to any person deemed to be incapable of meeting the requirements for participating in boating activities and tie-ups. The Renter will demonstrate to the Concessioner a working knowledge of boat operations and boating safety along with experience in operating a boat. This is crucial to the safety of all boat occupants and other boaters on the water as well as the safety and security of the boat being rented will responsible for the operation of the boat within all applicable laws.
8. The Renter: Acknowledges that there will only be ONE boat under this agreement and that this agreement will not be assigned or sublet, and failure to comply with these terms and conditions will immediately terminate this agreement.

9. The Renter: Acknowledges that the boat is the rightful property of the Concessioner, and further acknowledges that he/she received the boat in good and safe mechanical condition. The Renter agrees to return the said boat together with all accessories and equipment to the Concessioner in the same condition as the Renter received it.
10. The Renter: Inspected the boat and acknowledges that the boat is equipped with life jackets or buoyant cushions, paddle, anchor and line, fire extinguisher, horn and a full tank of fuel.
11. No Waiver: Throughout this is the entire Agreement between the Concessioner and the Renter. No Waiver by Concessioner or any breach of the agreement by the Renter will be construed as a waiver of any subsequent breach.
12. Safety: That the Renter acknowledges that there is an inherent possibility of personal bodily injury in any sport or activity associated with the outdoors and boating, including changing weather conditions. Knowing of these inherent dangers, assumes and accepts any and all risks in the use of the boat, and assumes and accepts all responsibility for bodily injury, death and loss or damages of personal property and expenses incurred thereof. The Renter hereby releases from any legal liability the Concessioner and agents for damage and injury or death to the renter and/or any person or property resulting from the selection, maintenance or use of the boat, and for any claim based upon negligence, breach of warranty, contract, claim, or other legal theory. The Renter agrees to accept full responsibility for any and all such damages or injury which may result.
13. That the Concessioner's temporary concession contract with the National Park Services includes a limited waiver of the Concessioners sovereign immunity for visitors' contract and tort claims, under the temporary concession contract. Contract claims are limited to \$10,000 and may only be brought in a court of competent jurisdiction, which may lie exclusively with the Crow Tribal Court, and monetary relief does not include and tort, indirect, consequential, punitive, or non-compensatory damages; tort claims under the Temporary Concession Contract are limited to the Concessioner's liability insurance policies and excludes punitive damages or any relief that would touch upon property or assets held in trust. Nothing in this agreement shall be construed as waiver of the Concessioner's sovereign immunity.
14. That this agreement may be terminated by the Concessioner or the Renter if either: (a) the boat, due to unforeseen circumstances, is inoperable or is otherwise unavailable due to damage or destruction, or (b) by breach of the Agreement as provided by the terms and conditions contained therein.



Crow Tribe - Executive Branch Officials

Alvin Not Afraid, Jr.

CHAIRMAN

Carlson Goes Ahead

VICE-CHAIRMAN

Rudolph Old Crow, Sr.

SECRETARY

Shawn Backbone

VICE-SECRETARY

Billing Address:

Crow Tribe , OK-A-BEH P.O. Box 7668 Fort Smith , MT 59035

Physical Address:

1 Okabeh Road Fort Smith , Montana 59075

Phone #: (406)623-9281

