

Terms and Conditions

August 15, 2006

- 1. Participant Agreement:** This agreement sets forth the terms and conditions under which Coastal Boat Services Unlimited, DBA Port O Connor Rentals 2244 W. Adams St. Port O' Connor, TX 77982, in return for full payment of the package price, agrees to provide the services to the participant as described on our website, www.pocrentals.com. Port O' Connor Rentals accepts payment for all purchases with the understanding that each participant has been informed, has read, and agrees with all the terms and conditions set forth herein.
- 2. Responsibility:** Coastal Boat Services, as the principal, is responsible to the participant for arranging and providing all elements purchased in the rental service. Neither Coastal Boat Services, nor its agents or employees, or contractors assumes responsibility for, and the participant agrees to release, relieve, and hold harmless Coastal Boat Services from any claim, action, cause of action, injury, losses or damages arising from the actions of third-party contractors supplying services, including accident or death, quarantine, disturbances, governmental restrictions or regulations, damage, or loss of baggage or other property, inconveniences, loss of enjoyments, loss, disappointment, mechanical breakdown, airport closure, air traffic control restrictions, government action, strike, lockouts, war, terrorism, weather, acts of God, force majeure, or other factors or causes beyond its control.
- 3. Prices:** All rentals quoted based on nightly rates published on www.pocrentals.com. Prices shown do not include 6.00% Texas State Hotel Tax.
- 4. Reservations and Payment:** Reservations may be made directly by calling 1-361-983-4371 or through the website at www.pocrentals.com. Full payment is due at the time of booking the rental or service. For bookings made by calling 1-361-983-4371 or via the Internet (www.pocrentals.com), funds will be credited to Coastal Boat Services Unlimited. DBA.
- 5. Transportation** to and from Port O Connor is the responsibility of the purchaser of the rental or service.
- 6. Check-in** is available at 3:00pm on day number one of the rental. Check out is 12:00pm. A 100% penalty applies and the participants will not receive refunds for all missed check-in/checkout.

- 7. Cancellations, Changes and Refunds:** We do not have “time limit” on cancellations. If we can rebook your unit on or before the rental date you are not charged. But, if the unit does not rent before the rental date, you are charged 50% of the original deposit. There is a 10% administrative fee for cancellation or rebooking if the trip is moved to another date. Cancellation and changes must be made by telephone during business hours, to Port O’ Connor Rentals’ reservation department at 1-361-983-4371. There is no refund for any rentals or trips missed for any reason.
- 8. Customer Service:** Port O’ Connor Rentals is committed to quality service. In the unlikely event that a participant is dissatisfied with any element in any of our vacation packages, they should call Customer Service at 361-983-4371 to discuss the problem with a Customer Service Representative. If, after discussing the matter with a Customer Service Representative of Port O’ Connor Rentals, the participant believes they still have a valid complaint, the participant should send a written account of the complaint to Port O’ Connor Rentals within 7 days of their return home. Port O’ Connor Rentals will not process any complaints unless such complaint is in writing and received within the 7 days.
- 9. General:** The rights and remedies made available under this agreement are in addition to any of the rights and remedies available under Texas law. The acceptance by a participant of a refund, or alternative travel arrangements, as provided in this agreement shall constitute a full and final settlement and release of all other claims or remedies against Port O’Connor Rentals. By executing this agreement, the participant specifically acknowledges and consents to all conditions set forth herein. This agreement contains the entire agreement between the parties and completely supersedes any prior agreements or representation of Port O’ Connor Rentals, verbal or in writing. Any oral representation or modifications shall have no force or effect. Texas law shall govern this agreement. Any claim against Port O’ Connor Rentals must be presented in writing within seven days of the date of check out and Port O’ Connor Rentals shall have no obligations or liabilities for any claims presented after said seven-day period.