

## West Harbor Recreation Boat Rental Agreement

This agreement is a contract between **West Harbor Recreation, Inc.**, PO Box 524, West Boothbay Harbor, Maine 04575 (hereinafter referred to as “WHR” or “we” or “us”), and:

**name:**

**local address:**

**mailing address:**

**home phone:**

**cell phone:**

**e-mail:**

**driver's license #:**

**boating license #:**

hereinafter referred to as “the renter” or “you”), for the rental of the boat described below, for the period from \_\_\_\_\_ to \_\_\_\_\_.

\_\_\_ Patricia Ann, a 16 foot plywood skiff with a 8.4 hp Honda outboard motor, equipped with life jackets, fenders, docklines, oars, navigational chart and compass (no GPS or radio), and all other USCG required safety equipment, with a maximum capacity of 6 people, at the rate of \$140 per day or \$80 per half-day (after 12:30 PM), for a total of: \$ \_\_\_\_\_

\_\_\_ Quasar, a 21 foot fiberglass sailboat with a 4 hp Nissan outboard motor, equipped with mainsail, jib sail, life jackets, fenders, docklines, paddle, navigational chart and compass (no GPS or radio), and all other USCG required safety equipment, with a maximum capacity of 4 adults, at the rate of \$140 per day or \$80 per half-day (after 12:30 PM), for a total of: \$ \_\_\_\_\_

In addition, the renter must supply a security deposit of \$160, which will be refunded in full if the boat is returned on time and in the same condition as it was checked out. Return of the deposit may be pro-rated if the boat is not returned on time, or if damages are noted. In some circumstances, return of the deposit may take up to 48 hours to process. (Please return the skiff with the same amount of fuel as was aboard when you departed; fuel costs may be deducted from your deposit.)

Maine's coastal waters are littered with hazards to navigation, and prone to fog, shifting winds, changing tides and currents, all of which can be challenging to even experienced boaters. The renter must provide evidence satisfactory to WHR of their knowledge and ability to operate and navigate the selected boat properly, safely, and in accordance with all applicable laws and regulations, including the “rules of the road,” and may be subject to a “check out” trip with one or more WHR representatives aboard. Should we choose not to continue the rental, a full refund will be issued immediately. WHR's acceptance of the renter does not absolve the renter of their full responsibilities as master of the vessel.

WHR reserves the right to refuse rental in the event of prevailing or anticipated bad weather or reduced visibility, or if the renter or any member of their party appears intoxicated or otherwise incapable of, ill-equipped or ill-prepared for, boating.

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Renter agrees to adhere to the navigation limits indicated on the supplied chartlet. In general, WHR boats are rented for use on Boothbay Harbor, Booth Bay, and Linekin Bay, limited by a line from the Cuckolds to the northern end of Damariscove Island to Ocean Point. The sailboat is further restricted from entering Townsend Gut, although the skiff may venture through the Gut to Ebenecook Harbor (but not Sheepscott River or Bay). Under certain conditions, WHR may further restrict the limits of navigation to be inside Squirrel Island.

Boating in WHR rental boats is restricted to daylight hours only, and rentals are expected to be returned by 5:00 PM on the last day of the rental period.

Maine State Law requires that children under the age of 11 wear an appropriately fitted lifejacket at all times when boating; we strongly encourage all members of the renter's party to wear lifejackets.

All other boats at the dock are the private property of their owners and are not to be boarded without permission.

The renter hereby gives permission to WHR, its contractors, officers, and employees, to board the renter's boat(s), re-tie the boat(s), or move the boat(s) on the dock, from the dock to a mooring (or vice versa), or to another dock.

The renter acknowledges that WHR is not responsible for the security or safety of any personal effects during the rental period.

The renter acknowledges that boating, swimming, and other waterfront activities have an inherent risk of damage and injury, including the possibility of permanent disability, paralysis, or death. Renters and visitors using the dock, boats, swimming or exploring the shore do so entirely at their own risk. West Harbor Recreation, Inc., and their contractors, employees, and officers, will not be responsible for injury, including death, to any person, nor for damages to any person's property, sustained as a result of use of these boats or waterfront facilities.

The renter agrees on behalf of all members of the renter's party and any visitors or guests of the renter's party, to release, hold harmless, and indemnify West Harbor Recreation, Inc., its contractors, employees, and officers, from any and all liability or claims, including those of third parties, arising out of or in any way a result of renter's or any guest's use of WHR's boats, waterfront facilities, equipment, grounds, or cottages, to the fullest extent allowable by law.

\_\_\_\_\_  
Signature of Renter

\_\_\_\_\_  
Date

Payment due at time agreement is entered into; cash or check are our preferred forms of payment.