

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: _____ **Date of Birth*:** _____

Mailing Address: _____ **Home Phone:** _____

City, State and Zip: _____ **Cell Phone:** _____

Local BBH Address: _____ **E-Mail:** _____

Boating License #: _____ **Driver's License #:** _____

Boating Experience Summary:

Boats Owned or Operated, and Waters Navigated:

hereinafter referred to as "the renter" or "you"), for the rental of the boat described below.

*All renters must be at least 18 years of age; renters of the Blue Fin or the Handy Billy must be at least 25 years of age.

Boat Rented:	Date & Time of Rental: _____
<input type="checkbox"/> Sunfish	Duration of Rental:
<input type="checkbox"/> Skiff (8 hp)	<input type="checkbox"/> Morning (return by 12:00 noon) Rate:
<input type="checkbox"/> San Juan 21 sloop	<input type="checkbox"/> Afternoon (12:30, return by 5:00 pm)
<input type="checkbox"/> Sea Sprite 23 sloop	<input type="checkbox"/> Full Day Total Rent:
<input type="checkbox"/> Blue Fin 15 (70 hp)	<input type="checkbox"/> Multiple Days Security Deposit**:
<input type="checkbox"/> Handy Billy 21 (30 hp)	<input type="checkbox"/> Week

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.

continued on reverse side

continued from reverse side:

**The security deposit will be refunded in full if the boat is returned on time and in the same condition as it was checked out (see note about fuel charges below). Return of the deposit may be pro-rated if the boat is not returned on time, if the boat is damaged or equipment is missing, or if fuel is needed. In case of a partial refund, amounts returned would be by check mailed to the supplied mailing address. In some circumstances, return of the deposit may take up to 72 hours to process.

The boats are supplied with a full tank of fuel. For the skiff and the sailboats, the first tank of fuel is complimentary—you need only ensure that you have enough to get back to our dock. For the Blue Fin and the Handy Billy, you must return the boat with a full tank—we recommend stopping at the Carousel Marina fuel dock on the east side of the Harbor to top off before returning either of these boats. If the fuel gauge doesn't read "Full" when you bring the boat in, you will be charged \$7.50 per gallon as estimated from the fuel gauge. Both the Blue Fin and Handy Billy have ~20 gallon fuel tanks.

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, Linekin Bay, Sheepscott Bay, Sheepscott River, and Damariscotta River. Sailboats are restricted from passing through Townsend Gut. The Sunfish is limited to inside Squirrel Island. Note that the entirety of Boothbay Harbor inside Tumbler Island is a No Wake zone.

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 must wear an appropriately fitted lifejacket at all times when boating; we strongly encourage all members of the renter's party to wear lifejackets.

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 lessors, 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 lessors, 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 our boats, waterfront facilities, equipment, or grounds to the fullest extent allowable by law.

Signature of Renter

Date