



& Harbor Boat Club

Rental Date: _____ Start Time: _____ Trip - Power Boats: 1/2 3/4 Full Plus
 Trip - Duffy Electric Boat: 1hr 2hr 3hr 4 hr

Name: _____ Phone: _____

Address: _____ City: _____ Zip: _____

Credit Card #: _____ Exp: _____ CSC: _____ Billing Zip: _____

Email: _____ License: _____ State: _____

Emergency Contact: _____ Phone: _____

Rental Rates: Power Boats

- 1/2 Day (4hr.) Rentalrate-\$450
- 3/4 Day (6hr.) Rentalrate-\$550
- Full Day (8hr.) Rental rate- \$650
- Plus Day (10hr.) Rental rate- \$750

Rental Rates: Duffy Electric Boats

1 hr rental rate- \$200

Boat Club Membership:

Initiation Fee: \$0

Monthly Dues: \$850

Term : 6 Month Contract Minimum

Start Date : _____

Boat Club Membership

Reservations:

Initial: _____ Harbor Boat Club members may keep up to 4 reservations on the calendar at a time. Once a member uses one of the 4 reservations, another may be added. We require 24 hour notice for reservations , boats are not allowed use unless reserved. Reservations may be made up to 90 days in advance. **NO** Multiple day usage. Boats may not be used at night. HBC reserves the right to limit hours and days for service, or maintenance. These occurrences will be made known as soon as possible to all current Members. All boats in HBR fleet are part of the HRB boat club , The 21' Maritme Center Consoles can be used and reserved for half , 3/4 / full or plus day. Duffy use is also part of the HBR Boat Club , a Day on the Duffy consists of 2 hours (if 2 or more days are used on the duffyboats , hours will be split Weekday / Weekend) ex. (2 x 3/4 days on center consoles and 2 hours during week and 2 hours on the weekend on the duffy's would count as the 4 days of the membership)

Initiation Fee: \$0

Initial: _____ The initiation fee is a one-time payment to HBC to join the boat club. It is not a yearly or reoccurring fee. The initiation fee is due at the time a member starts the boat club and is due in addition to the 1st month's monthly membership dues. Initiation fees are immediately earned at the time of payment, are non refundable and shall not be subject to claim for refund for any cause whatsoever.

Monthly Membership Dues: \$850

Initial: _____ Monthly membership dues are due by 9:00 am on the 5th day of each month. A \$75 late charge will be assessed for payments made after this deadline. If payment arrangements are not made within 30 days of nonpayment, the member is abandoning their membership and authorizes HBC to charge the LESSEE's credit card for the 1 month delinquent and the 2 months notice that we require a member to give us upon cancelling their membership. Monthly membership fees are immediately earned at the time of payment, are non refundable and shall not be subject to claim for refund for any cause whatsoever.

RESERVATION CHANGES:

Members will be allowed reservation changes within 1 week of rental date , due to fact that our boats will go offline once your reservations are made, we will need communication as soon as possible if you want to change your days .

Membership Cancellation:

Initial: _____ Members may cancel their membership at any time of the term is full , by submitting a notice of cancellation 60 days in advance of the effective date

Lessee has read, understands, acknowledges and accepts the above terms and conditions.

Initial:

RENTALS :

LESSEE / LESSOR:

In consideration of the agreement herein, HARBOR BOAT RENTALS (herein after referred to as the LESSOR) agrees to rent to the undersigned (herein after referred to as the LESSEE) the craft and equipment under the terms and conditions described herein.

Deposit:

The LESSEE authorizes the LESSOR to use the credit card provided above/ prior to the boat usage for compensation for failing to return said vessel in as good condition as when received; for reimbursement of articles damaged, missing or broken: or to be applied to the refueling and/or rental charges upon return of the craft by the LESSEE. Some of the most common items that need to be replaced are: anchor \$250, gaff \$100, bait net \$75, propeller \$250, bucket \$25, scrub brush \$75, antenna \$150, fenders \$75, dock lines \$60, Bimini top \$425 and gel coat and fiberglass repair at \$150 per linear inch of damage.

Capacity power boats: A maximum of 4 persons is allowed on our vessels in inshore and near shore coastal waters. A maximum of 3 persons is allowed on our vessels for Catalina or offshore use. Offshore is considered more than 3 miles from shore.

Capacity Duffy Electric Boats: A maximum of 12 persons are allowed on our duffy boats.

Boarding: We are limited to boarding a maximum of 6 persons at one time , for larger parties , groups will be boarded on the docks in groups of 6 guests at a time.

Overtime power boats: In the event the craft is not returned at time specified herein, said LESSEE agrees to pay overtime rates of \$50.00 per each half hour. **Overtime Duffy Electric Boats:** In the event the craft is not returned at time specified herein, said LESSEE agrees to pay overtime rates of \$50.00 per each 15 min period.

Cleaning:

Power Boats: LESSEE agrees to return boat clean and in the same condition it was checked out. Fish scales, fish blood, fish guts, fish slime, bait, trash, dirt and debris need to be fully cleaned by the LESSEE upon checking in the boat. Harbor Boats will supply hose, fresh water, soap, scrub brush, bucket and towels upon LESSEE's return for cleaning purposes. Should the LESSEE not leave the boat and/ or equipment clean, they authorize the LESSOR to charge a \$75 cleaning fee to their card on file. **Duffy Electric Boats - Duffy boats - All trash must be cleaned and removed from the boat , any spills must be cleaned before end of rental. NO WALKING ON SEATS, ANY EXCESSIVE CLEANING NEEDED, LESEE WILL BE ASSESSED A CLEANING FEE OF \$75.* STAINS , STAIN REMOVAL WILL BE ASSESSED CASE BY CASE AND ADDITIONAL CLEANING FEE WILL BE APPLIED. SHOULD STAIN NOT BE REMOVABLE, LESEE WILL BE CHARGED A RE-UPHOLSTER FEE TO BE DETERMINED.**

Refueling:

Boat rental rates do not include fuel. HBR boats must be refueled at the Dana Point Fuel Dock by an employee of the Dana Point Fuel Dock or HARBOR Boats. The LESSEE understands that it is his/her responsibility to refuel and completely top off fuel tanks at their own expense prior to their return to Harbor Boats' dock. Super Unleaded or the highest octane fuel available at the Dana Point Fuel Dock. A \$150 surcharge plus the actual fuel cost will be imposed should the LESSEE fail to follow this policy. A \$250 surcharge in addition to the actual fuel cost will be imposed if the LESSEE fails to follow this policy and we are forced to refuel after the Dana Point Fuel Dock is closed.

*Duffy Boats Do Not Apply

Vessel Operation & Navigation:

This certifies that the LESSEE is experienced and capable in all aspects of the handling and operation of the craft such as the one above. The LESSEE certifies that he/she has examined the craft and equipment and finds it acceptable and suitable for the purpose for which it is leased, and that he/she will operate the craft in accordance with all U.S Coast Guard, California and County of Orange safety rules and regulations, and further certifies that he/she has read and understands said rules and regulations. The LESSEE is aware of the no wake areas and acknowledges that they are responsible for any damage and/or violations caused by their wake. The LESSEE will operate the said craft within 30 miles from shore and has familiarized them-self with a chart of the area.

Duffy Electric Boats are to remain in the harbor at all times. Any vessel reported out of harbor will be returned to the dock and remaining rental time will be forfeited and renters will be banned from rentals in the future.

Incidents/ Accidents:

LESSEE agrees to report any incident, accident, malfunction or breakdown of rental craft to LESSOR immediately in accordance with the malfunction/breakdown clause that follows:
In the event of malfunction, breakdown, or if any defect is discovered after acceptance of the rental craft the LESSEE will immediately return to the dock and report it to LESSOR. There are no exceptions to this policy. Continued use of the boat or equipment shall be entirely at the LESSEE'S risk and thus LESSEE assumes all liability of injury and damage to all persons and property that may become involved by its continued use. Furthermore, should the LESSEE damage the boat or equipment to the point of unusable, they are 100% financially responsible for repairs to the boat and/ or equipment, and a \$750 per day rate will be charged for the number of days it takes to make necessary repairs or replacement. This is non negotiable and should be seriously considered before signing below.

Lessee has read, understands, acknowledges and accepts the above terms and conditions.

Initial:

Use:

The LESSEE acknowledges he/she has carefully examined the craft and finds it suitable for the purpose for which it is leased, and that or other accessory equipment is in suitable and acceptable condition: that he/she will maintain both craft and equipment in a safe, dependable condition while in he/she has custody.

LESSEE agrees not to use, nor permit the use:

- a. of the rental craft for any unlawful purpose;
- b. of the rental craft in a careless or negligent manner;
- c. of the rental craft while under the influence of alcohol or drugs (including prescription)
- d. by any other person not the signatory of the agreement, or not equally qualified;
- e. of the rental craft for towing, water skiing, and/or after dark;
- f. of the rental craft for scuba diving, swimming or snorkeling;
- g. of the rental craft for hire or commercial use;
- h. of the rental craft with more than the specified and/or legally allowed persons;
- i. of the rental craft outside of U.S. waters or the allowed 30 mile from shore navigation range.

LESSEE acknowledges his/her responsibility for the safe and proper operation of the craft; and for the safety and welfare of other boaters, persons, and passengers. It is AGREED AND UNDERSTOOD BY LESSEE that the LESSOR shall not be held liable for damages, inconvenience or time lost caused by accident, breakdown or malfunction of the rental craft. LESSEE FURTHER AGREES to indemnify and hold harmless the LESSOR and its agents, affiliates and personnel from, and against any and all claims for loss of or damage to property or injury to persons (including death) resulting through the use, operation or possession of said rental craft. LESSEE further agrees to hold the LESSOR harmless should loss or damages occur to any LESSEE'S personal property while carried in, or on, the rental craft, including loss or damage by fire, water, theft or any other causes whatsoever.

LESSEE expressly agrees to indemnify and hold LESSOR and its agents, affiliates and personnel, harmless of, from and against any and all loss, cost, damages, attorney fee and/or liability in connection with the enforcing of the forgoing rental contract by LESSOR, including expense incurred in connection with attempting to collect delinquent rent and in the event of suit by LESSOR, to recover possession of said rental property and/or to enforce any terms, conditions and/or provisions hereof. It is understood and agreed that venue and any action hereunder shall be in the county of LESSOR.

The rules and regulations contained herein are for the safety and welfare of all who use the facilities. The LESSEE certifies that he/she has read and understands said rules and regulations and further assumes the responsibility that his/her family and or guest(s) will obey the rules.

Should any term or condition of this rental agreement be held void or unenforceable, then that term shall be deemed severed from this agreement and the remainder shall not be affected and will remain in full force and effect.

CANCELLATION POLICY

- **NO PENALTY OUTSIDE 7 DAYS .**
- **50% OF RENTAL RATE INSIDE 7 DAYS**
- **100% OF RENTAL REATE INSIDE 3 DAYS**
- **RESCHEDULING MUST BE DONE OUTSIDE 7 DAYS**

DISCLAIMER – This Waiver and Release Agreement is applicable to all renters, members, operators, passengers, and users of equipment provided by HARBOR BOAT RENTALS... *(For purposes of this Waiver and Release, the term "HARBOR BOAT RENTALS" includes all principles, directors, officers, employees, agents, representatives, servants, assigns, successors, insurers and subsidiaries of HARBOR BOAT RENTALS). If any other rental agreement is supplemented with this Release, the provisions of this Release will prevail over any clauses in the rental agreement that are inconsistent with this Release. The undersigned agrees that he/she is also signing this Release on behalf of undersigned's minor children. Renter agrees that he/ she will disclose to HARBOR BOAT RENTALS. all potential operators, passengers, and users of said rental equipment. Renter further agrees that in the event that he/she fails to notify HARBOR BOAT RENTALS of all potential operators, passengers, or users of said equipment, he/she will be personally liable for any damages to the undisclosed individuals, even if such damages arise out of the negligence or fault of HARBOR BOAT RENTALS

ACKNOWLEDGEMENT OF RISKS – The undersigned hereby acknowledges that some, but not all of the risks of participating in water sport activities include: 1) Changing water flow, currents, tides, wave action and ships' wakes; 2) Collisions with any of the following: other participants, the watercraft, other watercraft, and manmade or natural objects; 3) Collision, capsizing, sinking or other hazard which results in wetness, injury, expose to the elements, hypothermia, drowning and/or death; 4) Attack by or encounter with insects and wildlife life forms, including, but not limited to whales, sharks, fish and/or other marine life; 5) Equipment failure or operator error; 6) My sense of balance, physical coordination, ability to operate equipment, swim and/or follow directions; 7) Wind, inclement weather, lightning, variances and extremes of wind, weather, and temperature, 9) Heat or sun related injuries or illnesses, including sunburn, sunstroke or dehydration of these risks is not complete and that unknown or unanticipated risks may result in injury, illness or death.

EXPRESS ASSUMPTION OF RISK- The undersign herby agrees that he/she is renting, operating or using the equipment provided by HARBOR BOAT RENTALS at his/her own risk. The undersigned agrees that he/she is voluntarily participating in all activities related to the rental, operation, or use of the rental equipment, The undersigned assumes full responsibility for the risks of personal injury, accidents or illness, including but not limited to sprains, torn muscles and/or ligaments; fracture or broken bones; eye damage; cuts, wounds, scrapes, abrasions, and/or contusions; head, neck, and/or spinal injuries; viral sickness or illness, animal or insect bite or attack; shock, paralysis, drowning, and/or death; and any resultant expenses from any of the foregoing risks and assumes all risk injury, illness, damage or loss that might result, regardless of the cause, even if the risks arise out of the negligence or fault of HARBOR BOAT RENTALS.

Lessee has read, understands, acknowledges and accepts the above terms and conditions.

Initial:

WAIVER/RELEASE OF LIABILITY- By the execution of this Release, the undersigned voluntarily releases, forever discharges and agrees to indemnify and hold harmless HARBOR BOAT RENTALS from any and all liability of any nature for any and all injury or damage arising from personal injuries sustained by the undersigned or any minor children under the undersigned's custody, care, and control, as a result of any and all activities related to the rental, operation, or use of equipment provided by HARBOR BOAT RENTALS regardless of the cause. The undersigned assumes full responsibility for any such injuries or damages, which may occur, and further agrees that HARBOR BOAT RENTALS shall not be liable for any loss or theft of personal property. The undersigned specifically agrees that HARBOR BOAT RENTALS shall not be responsible for such injuries, damages, loss or theft EVEN IN THE EVENT OF NEGLIGENCE OR FAULT BY HARBOR BOAT RENTALS, whether such negligence is present at the signing of this Release or takes place in the future.

LIABILITY TO THIRD PARTIES- The undersigned hereby agrees that he/she will indemnify and hold harmless HARBOR BOAT RENTALS for all personal injuries, property damages, or any other damages to any and all third parties, including but not limited to, operators and passengers of other watercraft and minor children under the undersigned's custody, care, and control as a result of any and all activities related to the rental, operation, or use of equipment provided by HARBOR BOAT RENTALS even if such damages arise out of the negligence or fault of HARBOR BOAT RENTALS.

THE TERMS AND CONDITIONS OF THIS CONTRACT CONTAINS THE ENTIRE UNDERSTANDING BETWEEN LESSEE AND LESSOR AND NO OTHER REPRESENTATION OR INDUCEMENT, ORAL OR WRITTEN, HAS BEEN MADE WHICH IS NOT INCLUDED IN THIS RENTAL AGREEMENT. I HAVE READ ALL PAGES OF THE AGREEMENT AND FULLY UNDERSTAND THE TERMS AND CONDITIONS AS SET FORTH ON BOTH SIDES; THAT I ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT.

LESSEE: _____	DATE: _____
PASSENGER: _____	DATE: _____
PASSENGER: _____	DATE: _____
PASSENGER: _____	DATE: _____
PASSENGER: _____	DATE: _____
PASSENGER: _____	DATE: _____
PASSENGER: _____	DATE: _____
PASSENGER: _____	DATE: _____
PASSENGER: _____	DATE: _____
PASSENGER: _____	DATE: _____
PASSENGER: _____	DATE: _____
PASSENGER: _____	DATE: _____
PASSENGER: _____	DATE: _____
PASSENGER: _____	DATE: _____

Return Procedure

1. For Power Boats returning Call or text your HBR contact 20-30 minutes prior to your return time. For Duffy call or text 15 min prior to your return time
2. Fuel up at Dana Point Fuel Dock. Please approach dock slowly and carefully and let fuel dock employees tie off boat, fuel and secure fuel cap.
3. Slowly and carefully dock at same location you departed from.
4. Remove your personal items and trash from boat.
5. Power Boat - Clean boat: All fish, blood, guts, slime, splatter, bait, squid, and all SCALES need to be cleaned by user. We will supply hose, scrub brush, bucket, soap, water and towels. Squid is smelly and squid ink stains! Scales tend to stick to rails, bait tank and flat surfaces. *Please take the time to clean to avoid our \$75 cleaning fee*.
6. Turn off engine, switches, close hatches and bait tank lid. Leave engine in straight position and tilt up so outboard is out of the water.
7. Check out with HBR contact. Please inform us of any problems, incidents, accidents, engine alarms, buzzers, broken or missing equipment and fishing line tangled in propeller should any of these occur.