

# Boat Rental Agreement and Release

Friday Harbor Boat Rentals



## **1. THE PARTIES TO THIS AGREEMENT ARE:**

**THE OWNER:** Friday Harbor Boat Rentals - Slip 1, Spring Street Landing, Friday Harbor, WA, 98250

**THE RENTER:** \_\_\_\_\_

#of Passengers: \_\_\_\_\_ Date: \_\_\_/\_\_\_/\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_

Zip Code: \_\_\_\_\_ Cell #: \_\_\_\_\_ E-Mail \_\_\_\_\_

DL #: \_\_\_\_\_ CC \_\_\_\_\_ CVV \_\_\_\_\_ EXP \_\_\_\_\_

## **2. THE OBJECT OF THE RENTAL IS:**

2.1 Type of Boat: \_\_\_\_\_

2.6 Make and Type of Motor: \_\_\_\_\_

2.2 Make: \_\_\_\_\_

2.7 Rated Passenger/Weight Carrying Capacity: \_\_\_\_\_

2.3 Model: \_\_\_\_\_

\_\_\_\_\_

2.4 Year: \_\_\_\_\_

2.8 Description of Lifesaving and Safety Equipment:

2.5 Registration Number: \_\_\_\_\_

Lifejackets, throw cushion, fire extinguisher, flares, air horn

## **3. CONDITION OF BOAT, MOTOR AND EQUIPMENT**

3.1 The Owner/Friday Harbor Boat Rentals states that to the best of his knowledge and belief that the above-described boat (and motor) is in sound and safe condition and free of any known defects or faults that would affect its safe and reliable operation under normal use.

3.2 Renter takes said vessel as is and Owner/Friday Harbor Boat Rentals makes no warranty as to the vessels seaworthiness.

3.3 The Owner/Friday Harbor Boat Rentals further states that all required lifesaving and safety equipment are aboard the boat and in good order and condition at the time of delivery to the Renter for this boat rental agreement.

3.4 The Renter admits having inspected the boat, lifesaving and safety equipment to their satisfaction and agrees that they are in compliance with the regulations pertaining to the intended use of the boat.

## **4. QUALIFICATIONS:**

4.1 The Renter states that he\she is physically and legally qualified to operate the above-described boat.

4.2 The Renter warrants that he\she is over the age of 23 years and will not consume or use any intoxicating beverages or drugs during the operation of this vessel for the term of this agreement or at any time relevant hereto.

4.3 The Renter warrants that they are **sufficiently experienced and knowledgeable** to operate and navigate the vessel.

4.4 The Renter will abide by all navigating laws of the United States and any laws in the county of San Juan for the duration of this charter.

**5. RENTAL PERIOD:**

The Owner/Friday Harbor Boat Rentals agrees to rent the above-described boat to the Renter for:

5.1 Starting Date: \_\_\_\_\_

5.2 Ending Date: \_\_\_\_\_

Time: \_\_\_\_\_(a.m. / p.m.)

Time: \_\_\_\_\_(a.m. / p.m.)

**6. RENTAL RATE:**

6.1 The Renter agrees to pay Friday Harbor Boat Rentals \_\_\_\_\_ per half-day **OR** \_\_\_\_\_ per full-day AND / OR at the rate of \_\_\_\_\_ per hour for the above-described boat.

6.2 That in the event of the failure of the Renter to return and surrender the vessel to the Owner/Friday Harbor Boat Rentals as hereinafter provided, the Renter shall be charged an additional \$100.00 per half hour for each half hour that the Renter is late after the expiration of this contract.

6.3 The Renter will carry out the provisions of this charter and will, until the expiration of this contract, pay all its running expenses, including but not limited to, fuel and moorages and any and all other dues and charges, and will surrender the vessel with all its' gear at the expiration of this contract to the Owner/Friday Harbor Boat Rentals, or its' agent at Friday Harbor, San Juan Island, Washington in as good as condition as the start and free and clear of any and all indebtedness, liens or charges of any kind or description.

6.4 There shall be no additional Rental Fees for the Lifesaving and Safety Equipment.

**7. EXCLUSIONS:**

7.1 The Renter agrees that they will not operate the vessel outside the navigational limits established by the Owner/Friday Harbor Boat Rentals. The Renter agrees to pay a \$300.00 fine if they are found to have crossed these limits. The said limits are attached as appendix #1 to this agreement.

7.2 The Renter shall not operate the boat (or motor) in a negligent manner such as but not limited to unsafe maneuvers i.e. **close proximity to shoreline, hitting logs/debris**, jumping wakes, high speed turns or speeding in no wake zones.

7.3 The Renter agrees not to beach the boat and will only use public docks to moor the vessel.

7.4 The rented boat shall not be used to carry passengers or property for hire.

7.5 The rented boat shall not be used to carry passengers, goods or materials in excess of the rated passenger/weight carrying capacity of the boat as stipulated in 2.7 above.

7.6 The rented boat shall not be used to push, propel or tow another boat, barge or any other thing without the written permission of the Owner/Friday Harbor Boat Rentals.

7.7 The rented boat (and motor) shall not be used for any race or in any competition.

7.8 The rented boat (and motor) shall not be used for any illegal purpose.

7.9 The rented boat (or motor) shall not be operated by any other person other than the Renter stipulated in 1.2 above without the written permission of the Owner/Friday Harbor Boat Rentals.

**8. DEPOSIT/CANCELLATION POLICY:**

8.1 In order to make a reservation the renter will provide a credit/debit card number. We will simply hold the number without charge. No charges will be applied until you return with the boat.

8.2 The Renter will be charged 25% of the total rental fee for cancelling the reservation 72-hours prior. 100% of fee will be charged if cancelled within 24-hours (unless due to inclement weather). If Renter cancels more than 72-hours in advance, no charge will occur.

**9. RETURN OF BOAT, MOTOR AND EQUIPMENT**

9.1 The Renter hereby agrees to return the above-described boat, motor and equipment to the Owner/Friday Harbor Boat Rentals at the physical address listed in 1.1. no later than \_\_\_\_\_

**10. JURISDICTION:**

10.1 The venue of any legal action shall be San Juan County, Washington, regardless of where Renter resides.

10.2 The Renter agrees to pay all legal fees of both parties in case of legal action.

THE TERMS AND CONDITIONS ON ALL 4 PAGES CONTAINS THE ENTIRE UNDERSTANDING BETWEEN RENTER AND OWNER/FRIDAY HARBOR BOAT RENTALS AND NO OTHER REPRESENTATION OR INDUCEMENT, ORAL OR WRITTEN, HAS BEEN MADE WHICH IS NOT INCLUDED IN THIS RENTAL AGREEMENT.

**I (WE) HAVE READ ALL PAGES OF THE AGREEMENT AND FULLY UNDERSTAND THE TERMS AND CONDITIONS (1-10) AS SET FORTH AND AGREE TO WAIVE OUR RIGHTS AGAINST FRIDAY HARBOR BOAT RENTALS VOLUNTARILY.**

Signed at \_\_\_\_:\_\_\_\_\_ on \_\_\_\_\_ OWNER/Friday Harbor Boat Rentals: \_\_\_\_\_

RENTER (print name): \_\_\_\_\_ RENTER (signature): \_\_\_\_\_

I. WAIVER AND RELEASE OF LIABILITY AGREEMENT – WASHINGTON DISCLAIMER – This Waiver and Release Agreement is applicable to all renters, operators, passengers, and users of equipment provided by Friday Harbor Boat Rentals \*(For purposes of this Waiver and Release, the term “Friday Harbor Boat Rentals” includes all principles, directors, officers, employees, agents, representatives, servants, assigns, successors, insurers and subsidiaries of Friday 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 they are also signing this Release on behalf of undersigned’s minor children. Renter agrees that they will disclose to Friday Harbor Boat Rentals all potential operators, passengers, and users of said rental equipment. Renter further agrees that in the a event that they fails to notify Friday Harbor Boat Rentals of all potential operators, passengers, or users of said equipment, they will be personally liable for any damages to the undisclosed individuals, even if such damages arise out of the negligence or fault of Friday Harbor Boat Rentals

Initial: \_\_\_\_\_

II. ACKNOWLEDGEMENT OF RISKS – The undersigned hereby acknowledges that some, but not all of the risks of participating in boating include: 1) Changing water flow, tides, currents, wave action and ships’ wakes; 2) Collisions with any of the following: 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 marine life forms; 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.

Initial: \_\_\_\_\_

III. EXPRESS ASSUMPTION OF RISK- The undersigned hereby agrees that they are renting, operating or using the vessel/equipment provided by Friday Harbor Boat Rentals at their own risk. The undersigned agrees that they is voluntarily participating in all activities related to the rental, operation, or use of the rental vessel/equipment, The undersigned assumes full

