

Date:\_\_\_\_\_\_\_\_\_\_\_\_ Trip: ¼ ½ ¾ Full Start Time: \_\_\_\_\_\_\_\_\_\_ Rental / Charter / Membership

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ City: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Zip: \_\_\_\_\_\_\_\_\_\_\_

Emergency Contact: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ How did you hear about us? \_\_\_\_\_\_\_\_\_\_\_

Drivers License: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ State: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Age: \_\_\_\_\_\_\_\_\_

Credit Card #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Exp: \_\_\_\_\_ CSC: \_\_\_\_\_ Zip: \_\_\_\_\_\_\_\_

**Rental Rates: Boat Club Membership:**

21’ ¼ Day (3 hr.) Rental Fee- $350 Initiation Fee: $4000

21’ 1/2 Day (5 hr.) Rental Fee- $450 Monthly Dues: $400

21’ 3/4 Day (7 hr.) Rental Fee- $550 Start Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

21’ Full Day (9 hr.) Rental Fee- $650 Custom Payments: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**OHANA Charter Rates:**

Inshore Offshore / Island

1/4 Day (3 hr) Charter- $950 \*\* 3/4 Day Offshore (7 hr) - $2450

1/2 Day (5 hr) Charter- $1550 \*\* Full Day Catalina (9 hr) - $3050

3/4 Day (7 hr) Charter- $2150 \*\* Full Day Offshore (9hr) - $3250

Full Day (9 hr) Charter- $2750 \*\* Full Day San Clemente Island (12 hr) - $4150

\*\* Prices do not include a minimum gratuity of 15% for the crew.

**LESSEE / LESSOR:**

**In consideration of the agreement herein, HARBOR BOATS (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.**

**Boat Club**

**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. In addition to reservation uses, members may use the boats on an availability basis. These “walk on” uses are based on boat availability, hours and our daily schedule. Please give us 24 hour heads up on these uses so we can best accommodate you. Reservations may be made up to 90 days in advance. Multiple day uses may be made for weekend days as long as is it for a Friday- Saturday or Sunday- Monday, but not both weekend days together Saturday- Sunday. Boats may not be used at night. Multi-day uses require that the boats are at a dock or mooring (not anchorage) during evenings and dark. HBC reserves the right to limit hours and days for service, off season closures and holidays. Harbor Boat Club is closed on the following holidays; Christmas, New Years Day, Easter, Memorial Day, Independence Day, Labor Day and Thanksgiving. The days surrounding these holiday dates are open and available for boating.

**Initiation Fee:**

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:**

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.

**Membership Cancellation:**

Initial: \_\_\_\_\_\_\_ Members may cancel their membership at any time by submitting a notice of cancellation 30 days in advance of the effective date.

**Rentals**

**Rental Overtime:**

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

**Deposit:**

Initial: \_\_\_\_\_\_\_ The LESSEE authorizes the LESSOR to use the credit card provided 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 $85, bait net $65, propeller $225, bucket $25, scrub brush $75.

**Refueling:**

Initial: \_\_\_\_\_\_\_ 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 is the only fuel Harbor Boats allows in the boats. A $50 surcharge in addition to 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 the fuel dock is closed for the day.

**Cleaning:**

Initial: \_\_\_\_\_\_\_ 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, bleach, 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.

**Vessel Operation & Navigation:**

Initial: \_\_\_\_\_\_\_ 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 3miles from shore and has familiarized themself with a chart of the area.

**Incidents:**

Initial: \_\_\_\_\_\_\_ 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 $600 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.

**Use:**

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

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

Initial: \_\_\_\_\_\_\_ 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 FUTHER 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.

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

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

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

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.

LESSOR: HARBOR BOATS BY:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE:\_\_\_\_\_\_\_\_\_\_\_

LESSEE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE:\_\_\_\_\_\_\_\_\_\_\_

Initial: \_\_\_\_\_\_\_ DISCLAIMER – This Waiver and Release Agreement is applicable to all renters, members, operators, passengers, and users of equipment provided by HARBOR Boats... \*(For purposes of this Waiver and Release, the term “HARBOR Boats” includes all principles, directors, officers, employees, agents, representatives, servants, assigns, successors, insurers and subsidiaries of HARBOR Boats). 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 BOATS. all potential operators, passengers, and users of said rental equipment. Renter further agrees that in the event that he/she fails to notify HARBOR BOATS 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 BOATS.

I. 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.

Initial: \_\_\_\_\_\_\_ EXPRESS ASSUMPTION OF RISK- The undersign herby agrees that he/she is renting, operating or using the equipment provided by HARBOR BOATS 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; 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 BOATS.

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 BOATS 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 BOATS regardless of the cause. The undersigned assumes full responsibility for any such injuries or damages, which may occur, and further agrees that HARBOR BOATS shall not be liable for any loss or theft of personal property. The undersigned specifically agrees that HARBOR BOATS shall not be responsible for such injuries, damages, loss or theft EVEN IN THE EVENT OF NEGLIGENCE OR FAULT BY HARBOR BOATS, whether such negligence is present at the signing of this Release or takes place in the future.

Initial: \_\_\_\_\_\_\_ LIABILITY TO THIRD PARTIES – The undersigned hereby agrees that he/she will indemnify and hold harmless HARBOR BOATS 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 BOATS even if such damages arise out of the negligence or fault of HARBOR BOATS.

ACKNOWLEDGEMENT OF WAIVER AND RELEASE – The undersigned states that he/she has had sufficient time to review the Waiver and Release and to ask any questions associated with said Release. The undersigned further states that he/she has carefully read the foregoing Waiver and Release, knows the contents thereof, and has signed this Release as his/her own free act. The undersigned warrants that he/she is aware that he/she may rent, operate, or use equipment from another rental facility, but has chosen to rent, operate, or use equipment from HARBOR BOATS with the knowledge that signing this Release is a requirement for rental, operation, and use of said equipment. The undersigned further warrants that he/she is fully aware that he/she is waiving any right he/she may have to bring a legal action to assert a claim against HARBOR BOAT for HARBOR BOATS’ negligence.

Passenger: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_

Passenger: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_

Passenger: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_

Passenger: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_

**HBR Boat Return Procedure**

1. Call or text dock attendant or HBR contact upon entering harbor.

(before arrival at fuel dock)

1. Empty bait tank before you enter harbor.
2. Fuel up at Dana Point Fuel Dock. Please 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. 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, bleach, water and towels. Scales tend to stick to rails, bait tank and flat surfaces. If not removed early on, they are very difficult to remove later. \*A cleaning fee of $75 will be charged to your credit card if the boat is left dirty.\*
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 dock attendant upon departure. Please inform us of any problems, incidents, accidents, engine alarms, broken or missing equipment and fishing line tangled in propeller should any of these occur.

Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**County of Orange Requirements**



- Do not operate vessel within 100 feet of a swimmer.

* Do not operate vessel within the surf and/or within 1,000 feet of all beaches.
* Do not operate vessel on or near the reefs located directly offshore from Capistrano Beach extending south. Stay west of the address known as the Rivera Beach Spa and Resort unless far offshore. This area is very shallow at low tide.
* Speed limit within the harbor is 5 mph.
* No one under the age of 16 shall operate a vessel without an adult onboard. No one under the age of 12 shall operate a vessel under any circumstances.

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Usage: 3 HOUR / ½ DAY / FULL DAY / MEMBER / Custom: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Payment: VISA / MC / AMEX / PAYPAL / CASH Amount: \_\_\_\_\_\_\_\_\_\_\_\_\_