

Renter Qualifications

Whittier Boat Rental requires each rented boat to have an operator who has prior boating experience or boating education. Not sure if you qualify? Give us a call or send an e-mail with your boating history/education.

Booking Procedures - Two Options

1. Read and agree to the terms of the Boat Rental Contract, fill in the requested information on the Boat Rental Contract Rental Information form and submit the form.
2. We will call you and verify availability and collect credit card information for deposit/payment.

OR

1. Call (907) 232-2783, check for boat availability and provide payment information.
2. Read and agree to the terms of the Boat Rental Contract, fill in the information requested on the Boat Rental Contract Rental Information form and submit the form.

Note - Reservations are not confirmed until the Boat Rental Contract Rental Information form is submitted **and** payment information has been provided.

Boat Rental Contract

Names - Whittier Boat Rental referred to as "Agent", the owner of the boat/equipment referred to as "Owner", and **YOU**, the Renter, hereinafter referred to as "Renter", agree to the following terms and conditions provided by this rental contract.

1. Equipment Being Rented: Owner agrees to rent to the Renter, and Renter agrees to rent from Owner, the equipment/boat specified by Renter in the Boat Rental Contract Rental Information form.

2. Rental Period: Rental begins at the time chosen by Renter on the Boat Rental Contract Rental

Information form and ends 6 p.m. on the final day of rental.

3. Rental Amount/Payment: Renter agrees to pay the amount specified by Renter on the Boat Rental Contract Rental Information form plus any additional costs incurred i.e., extension of days, fishing tackle, fishing pole and reel rental, shrimp pot rental, bait, fuel, cleaning fees, parking permit non-return fee, damage or loss to equipment, harbor moorage fees and taxes. Additionally, renters approved to travel beyond Agents standard boundaries agree to be charged for lost revenue should renter be delayed due to weather or other causes.

4. Deposit and Payments: Upon agreement to the terms of this contract, providing rental start date is 30 or more days away, Agent will collect a deposit of - full payment for 1 day rentals, \$1000. for 2 - 3 day rentals, \$1500. for 4 - 6 days, \$2000 for 7-10 days. Balance is due 30 days prior to rental. Reservations made 29 days or less from rental date require full payment to confirm reservations.

5. Refunds: Deposits are non-refundable with the exception of cancellations made by Agent due to weather or unavailability of equipment. All payments become non-refundable 29 days or less from rental start

date unless Agent can re-book all or part of the equipment/dates reserved. If equipment is rebooked Agent will refund the amount collected less the deposit. **When the total balance is paid at one time, the portion of the payment equal to the deposit amounts listed in Item #4 are considered deposits for purposes of refunds.**

6. Late Arrival/Late Return Fees: If Renter arrives after the scheduled arrival time, Renter will pay a \$100 re-schedule fee and will be re-scheduled after other scheduled launches are completed. (If you know you can't make the scheduled arrival time and call at least one day prior, we will reschedule the time of departure with no charge.) If Renter returns the equipment after the time and date when the rental period ends, Renter will pay \$100 per hour for each hour or partial hour beyond the end of the rental period until the rental equipment is returned. A 30 minute grace period is given for return - you must be at the fuel dock within 30 minutes of scheduled return. (6:30 p.m.)

7. Cleaning Fees: Agent allows Renter to clean boats themselves or have Agent clean boat. If Renter chooses to clean boat, Agent will follow behind Renter to bring cleanliness level to Agent standards. If Agent can complete cleanup to Agent standards in 15 minutes, there is no charge. After 15 minutes, Agent will charge \$10 per 15 minutes for cleaning.

8. Parking Permits: Parking permits are provided to Renter when available. (maximum 1 permit per boat) Should Renter fail to return permit on the last day of the boat rental, Renter will be charged \$10 per day for permit until it is returned up to \$210.

9. Damage or Loss: Renter will return the equipment in like condition as stated in the *Visual Inspection Form*. If equipment is damaged or lost while in Renters possession, Renter is responsible for the cost of repair up to the current replacement value of the equipment, costs for towing, fuel delivery, salvage and environmental cleanup costs. If equipment is returned damaged, Agent will make an initial damage estimate. Renter agrees by signing this contract to pay Agent the amount of the estimate, up to \$2500. at the time the estimate is written. Renter gives Agent permission to collect the damage estimate, up to \$2500. from the credit card used to secure rental. After repairs are completed, Renter agrees to pay Agent the total cost of repairs, up to the amount specified on the Visual Inspection Form. In the event Renter refuses to pay damages, Agent will pursue collection of repairs through legal action in the State of Alaska courts or file an insurance claim and allow the insurance company to pursue reimbursement from Renter. Additional costs incurred by Agent in pursuit of repair costs will be added to the repair costs and will be paid by Renter.

Note - Agent monitors and inspects equipment on a regular schedule. It is not possible, however, to catch every loose nut or bolt or poorly tied knots, etc. Renter understands loss or damage of equipment is solely Renters responsibility and that Agent and Owner cannot foresee every possible equipment malfunction.

10. Equipment Availability: Agent will make every effort to have the equipment scheduled for renter available during the time period agreed upon. Renter understands that Agent cannot control late returns by other Renters, break downs or other unforeseen reasons equipment is not available for rent. If a replacement boat is available, Agent will make another boat available within the time constraints of the replacement boats schedule. One size upgrade will be offered at no charge.

11. Fuel Management: Fuel management is solely the responsibility of Renter. Agent suggests using the 1/3 rule - 1/3 out, 1/3 back, 1/3 in reserve. Although Agent provides average fuel consumption information for each boat, it is not a guarantee. Heavy loads, high speeds and water conditions affect fuel consumption. Fuel delivery costs and the additional fuel are solely Renters responsibility. Fuel delivery and towing rates are approximately \$200 per hour.

Note - Auxiliary fuel carried onboard by Renter MUST be purchased in Whittier.

Fuel containers must be completely empty before filling.

12. Hold Harmless: Renter shall indemnify and hold Agent harmless from and against any loss, cost of property, penalties or fines, attorney or court fees, injury, death or any other action or judgment resulting from use of the equipment described herein or any other interaction/activity with Agent.

13. Use of equipment: Renter acknowledges use of equipment presents risk of personal injury or death to Renter and to third parties, as well as damage to property. Renter expressly assumes all risks associated with equipment rental afforded by this contract. Renter therefore agrees to use equipment safely and only in the manner for which it is intended. Owner and Agent are not responsible for any personal injury or property damage resulting from use of the equipment. Renter will indemnify and defend Owner and Agent from and against any injury and/or damage claims arising out of Renters' use of Equipment. Renter further agrees to act in abidance to all Laws of the State of Alaska and the United States of America for the duration of this contract.

Note -Prior to departure all occupants will be required to sign a waiver of liability.

14. Boating Experience: Renter attests that the person designated boat operator in your party has previously operated power boats and has the skills necessary to operate the equipment being rented without assistance from Agent. Renter understands that Prince William Sound likely has different water and weather conditions than other areas Renter/Operator has boated in the past. Renter is to use utmost caution when travelling in unfamiliar areas. Agent will provide a familiarization briefing specific to the equipment being rented. Renter acknowledges he/she is solely responsible for proper operation of rented equipment.

15. Visual Inspection: Prior to departure, renter will conduct a visual inspection of the equipment to be rented, sign the visual inspection form agreeing to the equipments condition and values. When signed, the

Visual Inspection and Boat Inventory Form become part of this entire agreement.

16. Governing Law: This agreement will be governed by and construed in accordance with the laws of the State of Alaska. Litigation entered into regarding this contract and other related documents will be conducted in Anchorage, Alaska. This agreement binds and benefits the heirs, successors and assignees of the parties. The parties may sign

several identical counterparts of this agreement. Any signed counterpart shall be treated as an original. This agreement may be modified, only by a signed writing.

(Whittier Boat Rental Boat Rental Contract Updated February 1, 2010)