

# BOAT RENTAL AGREEMENT

**Date & Time of Rental:** \_\_\_\_\_

**Duration of Rental:** \_\_\_\_\_ hours. **Rental Fee:** \$\_\_\_\_\_ **Security Deposit:** \$500.00

**Rental Location:** Bayside Marina, 1353 Bayside Drive, Newport Beach, CA 92625, Slip 156C.

## Parties:

- **Lessor (Owner/Company):** As You Wish Duffy, LLC, PO Box 423, Newport Beach, CA 92662. Phone: 949-345-0307. Email: [info@duffyjohn.com](mailto:info@duffyjohn.com)
- **Lessee (Renter):** \_\_\_\_\_
- **Boat Details:**
  - Make/Model: 2003 Duffy Classic 21
  - Hull# DFF21208B303
  - Length: 21 ft
  - Capacity: 10 people
  - Safety Equipment Included: Life jackets for all sizes (required for children under 13 by CA law), fire extinguisher, navigation lights, throwable device

## Rental Terms:

1. **Rental Period:** Hourly rental commencing at date and time listed above. Minimum rental duration is two hours. Late return incurs overtime charges at \$150 hourly rate. There is a 15-minute grace period for return.
2. **Deposit:** Security deposit of \$500 is refunded if no damage and no late return.
3. **Payment:** Full payment due at booking. Non-refundable except as per cancellation policy. Accepted: Cash, Zelle, ACH
4. **Cancellation Policy:** 48 hours' notice required for full refund. Less than 24 hours: 50% refund. No-show: Full charge. Lessor may cancel for weather/safety; full refund issued.

## Usage and Operation:

1. **Operator Requirements:** Lessee must be 21+ years old and hold a valid Driver's License. No operation under the influence of alcohol/drugs (BAC >0.08%; fines up to \$1,000+ per CA law).
2. **Permitted Use:** Rental limited to Newport Beach Harbor with limitations indicated on map provided. No ocean/jetty exit.
3. **Prohibited Activities:** Smoking, open flames, overloading, or removing equipment. No pets. Children under 13 must wear life jackets at all times (CA Harbors Code §668).
4. **Inspection:** Lessee inspects boat pre-rental and confirms seaworthy condition. Report issues immediately. Post-rental inspection for damages.

## Insurance and Liability:

1. **Lessee's Insurance:** Lessee maintains personal liability insurance (min. \$1M coverage recommended). Lessee assumes all risks of use, including injury, death, or property damage from waves, weather, or negligence. This includes third party claims.

2. **Lessor's Insurance:** Lessor provides hull/liability coverage up to \$30,000/\$1 million; does not cover Lessee's personal items, Lessee's liability, or intentional acts.
3. **Indemnification:** Lessee assumes all risk of loss, damage, or injury to persons/property arising from use, including but not limited to third party claims, weather, collisions, or mechanical failure. Lessee agrees to indemnify and hold Lessor harmless from all claims, including attorney's fees.
4. **Damage Responsibility:** Lessee is liable for all repairs. Costs deducted from deposit; excess billed. Environmental damage (oil spills) reported to CA authorities; Lessee pays fines.

**Safety and Compliance:**

- Comply with U.S. Coast Guard, CA Division of Boating and Waterways, and Newport Beach Harbor rules (e.g., no wake zones, noise limits).
- Emergency: Call 911; Newport Harbor Patrol Emergency Line 949-723-1002.
- Weather: Rental canceled if unsafe conditions; no refunds for voluntary early return.

**General Provisions:**

1. **Governing Law:** California law applies; venue in Orange County Superior Court.
2. **Entire Agreement:** This supersedes prior understandings. All amendments must be in writing.
3. **Severability:** Invalid provisions do not affect others.
4. **Force Majeure:** No liability for delays from weather, mechanical failure, or acts of God.
5. **Waiver:** Signing constitutes acceptance of all terms, including assumption of risk. Lessee has read and understands this agreement.

**RULES**

1. Boat is to be used solely within Newport Harbor. Do not navigate beyond the jetty entrance.
2. Do not navigate the boat under the bridges to Linda Isle, Harbor Island, or the Balboa Peninsula (Newport Blvd near Lido). (See map on board the boat)
3. Do not navigate in any of the mooring fields as there are lines between buoys that are difficult to see. Stay in the channels.
4. Please return the boat to the slip on time. There is a 15 minute grace period, but after that, Lessee will be charged \$150 per hour or portion of an hour.

**The boat is 7' tall and will clear all permitted bridges.**

5. Lessee must be present to use the boat. Loaning or subleasing the boat is prohibited.
6. No Smoking or Vaping.
7. No Pets Allowed.
8. Please leave the boat in the same condition as when you found it. Wipe surfaces, clean any spills, sweep anything dropped on the floor, and remove all trash for the next renter.
9. Immediately notify Owner if there is any damage, malfunction, or issue with the boat.

**Signatures:**

Lessor: \_\_\_\_\_  
                    John Andrews, Member

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

Lessee: \_\_\_\_\_

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

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

**Additional Passengers (Waiver Acknowledgment):** Lessee assumes all liability for any passengers.

**IMPORTANT NUMBERS**

Please put these in your cell phones in case you need them!

Newport Harbor Patrol Emergency Line	949-723-1002
Harbor Master/Non-Emergency Line	949-644-3611
John's Cell Phone	949-345-0307