

BLANKET YACHT RENTAL AGREEMENT

This agreement is entered into the ___ day of _____, 20___ BETWEEN Herreshoff Marine Museum, a nonprofit Corporation incorporated under the laws of Rhode Island (“HMM”), and the Renter described below (“Renter”).

YACHT DESCRIPTION: Herreshoff 12½, Bullseye, Sea Sprite	CRUISING AREA: Bristol Harbor & Narragansett Bay
RENTER’S NAME:	ADDRESS:
BEST TELEPHONE:	2 nd TELEPHONE:
EMAIL:	RENTAL RATE: \$37.50 PER HOUR, MINIMUM 2 HOURS PER SESSION
MEMBERSHIP LEVEL: Columbia or higher	POINT OF DEPARTURE & RETURN: HMM, Bristol, RI

HMM agrees to let from time to time on an as available basis and Renter agrees to hire a yacht and equipment as described herein (“the Yacht”) UPON THE FOLLOWING TERMS AND CONDITIONS:

1. RESPONSIBLE PARTY: By entering into this contract Renter agrees to be the Responsible Party for the rental, and to ensure that all passengers abide by these Terms and Conditions:
2. PAYMENT. Payment in full is due prior to commencement of each rental period.
3. REGISTRATION: Registration is required for each rental session. Registration is complete when HMM has received:
 - a. A Rental Registration signed by Renter and any passengers for the rental session,
 - b. Certification by HMM that Renter has demonstrated sufficient competence in sailing and boat handling to qualify as an Approved Renter.
 - c. Payment in full for the rental session,
 - d. An Inspection Checklist signed by Renter and an authorized representative of HMM, and
 - e. A security deposit of \$1,000.
4. RETURN: A yacht will be considered to be returned when it is secured to its mooring and the Inspection Checklist is signed by an authorized representative of HMM.
5. SECURITY DEPOSIT: A security deposit of \$1,000 will be required for all rentals. In the event of damage to the yacht, the cost of repairing the damage will be deducted from the security deposit. The security deposit will be returned at the end of the season.
6. AVAILABILITY: Yachts may only be used for rental during daylight hours. Rentals are subject to yacht availability. Yachts may be unavailable because of sailing school use, needed maintenance, other scheduled rentals, unavailability of HMM staff, or other reasons. **Season begins June 1 and ends September 30.**
7. CERTIFICATION: Certification of competency may be earned by taking a two-hour session with one of HMM’s sailing instructors to demonstrate sailing capability as well as to learn about the special needs of these classic boats. The cost is \$90.

8. PERSONAL FLOTATION DEVICES: All renters and passengers must wear a Type III personal flotation device at all times while on docks, or sailboats.
9. RENTER'S RESPONSIBILITY. Renter agrees to be responsible for and to replace or make good any injury to the yacht, her furnishings and equipment, caused by Renter or by any of Renter's party. The cost of damages caused by negligence or intentional acts of Renter or Renter's guests or invitees, shall be charged to Renter and shall be paid by Renter.
10. CANCELLATION POLICY. Rental cancellations must be made more than 24 hours in advance or the renter will be charged the hourly rate of \$37.50. No shows also require a payment of \$37.50. The sailing staff will determine if weather conditions warrant a cancellation, in which case there is no fee.
11. DRUGS. Use or possession of illegal drugs, including marijuana, or use of alcohol on board the yacht shall result in immediate termination of the rental with forfeiture of monies paid.
12. FIRE AND COLLISION INSURANCE. HMM agrees to keep the yacht fully insured against Fire, Marine and Collision risks, and with Protection and Indemnity coverage, for the term of this Rental. It is further agreed and expressly understood that Renter is not the agent, servant or employee of HMM in any way whatsoever, and that HMM shall not be responsible for any injuries or damages caused by Renter or any member of his party.
13. CONDITION. The yacht shall be in commission and working order, with all equipment required by the U.S. Coast Guard, outfitted as a yacht suitable to its style, size and accommodations, in clean and good condition throughout. Renter shall inspect the yacht before beginning the Rental and must immediately notify HMM in writing if there is any complaint or visible defect as to the condition, equipment or accommodations of the yacht. The yacht shall be redelivered to HMM with all equipment, furnishings and fittings in the same condition as received.
14. VENUE AND APPLICABLE LAW. This Agreement shall be construed according to general maritime law of the United States and laws of the State of Rhode Island. Venue for any legal action shall be in the State of Rhode Island.
15. WAIVER OR MODIFICATION/MISCELLANEOUS. No waiver or modification of this Agreement shall be effective unless in writing and signed by the parties. If any term or provision of this Agreement shall be held or deemed to be, or shall in fact be, invalid, inoperative, illegal or unenforceable as applied, such circumstance shall not have the effect of rendering the provision or provisions in question invalid, inoperative, illegal or unenforceable but this Agreement shall be reformed and construed in any such jurisdiction or case as if such invalid, inoperative, illegal or unenforceable provision had never been contained herein. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, binding upon all of the parties. In pleading or proving any provision of this Agreement, it shall not be necessary to produce more than one set of such counterparts. Delivery of an executed counterpart of a signature page to this Agreement by telecopy shall be effective as delivery of a manually executed counterpart of this Agreement.
16. ENTIRE AGREEMENT. This Agreement (together with the other documents delivered or to be delivered in connection herewith) constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements between the parties.

To the true and faithful performance of the foregoing Agreement, the said parties bind themselves, their heirs, executors, administrators and assigns, each to the other.

Herreshoff Marine Museum

Renter

By:

By:

Date: _____

Date: _____

PAYMENT

Columbia Membership @ \$250 (\$37.50/hour to be paid at rental) _____

Pre-purchase sailing time @ \$750 (40 hours - an entire season) _____

Security Deposit (refundable at the end of the season) \$1,000

Checkout Lesson @ \$90 (first time renters) _____

TOTAL _____

Please make checks payable to Herreshoff Marine Museum or fill in the credit card information below.

Card Number: _____ Expiration: _____ CVV: _____

Billing Address: _____