



'KNOT MINE'
Boat Share Agreement
Grady-White Fisherman 180 w Yamaha 150hp

This Boat Share Agreement entered as of _____ (date) between The Royal
Hamilton Amateur Dinghy Club (as 'Manager') of 'Knot Mine' ('the boat') and
_____ ('Member') _____ Mbr #.

1. **BOAT SHARE.** Manager agrees to allow the Member to use the boat on a bareboat charter basis. The boat shall include all necessary equipment.
2. **PAYMENT FOR BOAT SHARE USE.** All charges will be billed directly to the Member's RHADC account upon confirmation of charter.
3. **MANNING.** The Member shall be responsible for manning the boat. The Member hereby represents that he/she is competent to handle the boat and has sufficient seamanship and piloting qualifications to operate the boat. The Member agrees not to permit the boat to be operated by anyone not party to this agreement.
4. **INDEMNIFICATION AND DEFENSE.** The Member agrees to indemnify, hold harmless and defend the Manager against all claims, suits, proceedings, liabilities, actions or demands of any kind in law or in equity, that may arise as a result of the use of the boat under this agreement, including any expenses the Member incurs, and including legal fees arising from claims, suits, actions, or demands for which the Member hereby agrees to indemnify the Manager.
5. **NO WARRANTIES.** The Member has inspected the Boat and has found its condition to be satisfactory. The Member takes the Boat in its present condition 'AS IS, WHERE IS' with no warranties of merchantability, fitness for intended use or purpose or seaworthiness. Member acknowledges that neither Manager nor any of its representatives has made any warranties or representations concerning the condition of the Boat. Member represents to Manager that in making this agreement, Member has relied solely on his own inspection and not on any warranties, representations, or understandings outside this agreement.
6. **NAVIGATION LIMITS.** The Member agrees to confine the operation of the Boat to within the areas noted on the map affixed to the Boat.
7. **WEATHER.** The Member maybe limited to use of the Boat if the Manager believes weather conditions may deteriorate (such as a Small Craft Warning) or after sunset.

8. **FUEL**

Regular Boatshare: **\$50 will be added to the members account**

Sunset Special: June 1st to September 30th. **Fuel included**

9. **BOOKING FEE.** There will be a booking fee of \$100 which will go towards the price of the charter. If the member cancels the booking for reasons other than weather related the fee will be charged to their account.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and the year first above written.

MANAGER: _____ **DATED:** _____

MEMBER: _____ **DATED:** _____

OFFICE USE – DOCKMASTER

REGULAR BOATSHARE

Date of use: _____ Time: _____

Use for 4 hours - \$275 Use for 8 hours \$400 **Plus Fuel - \$50.00**

'Knot Mine' returned in good condition, without damages Yes No

If no, please write a report noting damages. Attach report and hand in to accounts dept.

SUNSET SPECIAL: June 1st – September 30th

Monday to Thursday, 4pm to 7pm (\$50 per hour) **Fuel included.**

Date of use: _____ Time: _____

1 hour - \$50 2 hours - \$100 3 hours - \$150

'Knot Mine' returned in good condition, without damages Yes No

If no, please write a report noting damages. Attach report and hand in to accounts dept.