



## HATTERAS COMMUNITY SAILING

### Boat Liability Agreement

This Boat Liability Agreement (hereinafter referred to as this "Agreement") is made as of \_\_\_\_\_ by and between Hatteras Community Sailing (hereinafter referred to as "HCS") and \_\_\_\_\_ (hereinafter referred to as the "Loanee").

The parties hereby agree as follows:

1. HCS authorizes the Loanee to borrow a \_\_\_\_\_ (hereinafter referred to as "Boat")

for the period or time lasting from \_\_\_\_\_ to \_\_\_\_\_ free of charge.

Make: \_\_\_\_\_;

Hull Number \_\_\_\_\_;

Sail Number: \_\_\_\_\_;

2. Attached to this Agreement and made a part hereof is 'Exhibit A' which is a Damage Report Form to be used in the event of damage to the boat or lost equipment belonging to the boat.

3. Attached to this Agreement and made a part hereof is 'Exhibit B' which is a Notification of Club Use to be used in the event that HCS plans to use the boat for pre-arranged official club use outside of Loanee use.

4. Attached to this Agreement and made a part hereof is 'Exhibit C' which includes original condition of the Boat and an equipment list, blemishes, dents, and/or other imperfections in the Boat. Loanee agrees to take original photos of the boat at the time this agreement is executed and send those to HCS via email. HCS will add those photos to the Boat Maintenance Record as part of 'Exhibit C' of this agreement.

5. HCS requires, and the Loanee agrees, that the Boat will be kept in ship shape condition, safely stored in assigned land storage slip after each practice or regatta, and kept in 'as good as' or 'better' condition at all times while in the custody of the Loanee.

6. In the event the Boat or any of the included equipment is lost, stolen or damaged while in the custody of the Loanee, the Loanee will promptly notify HCS of such event via the attached Damage Report Form and agrees to pay HCS, on demand, in advance, for the full cost of the repair or comparable replacement (note: this liability specifically includes sail tears but excludes normal wear on the sails. Loanee is encouraged to buy a set of racing sails and keep them at home except during regatta. Loanee is encouraged to buy a boat cover to protect the boat).

7. HCS may from time to time need to use the boat for some other purpose outside of Loanee use. HCS agrees to pre-arrange any such use in writing with the Loanee. Loanee is not responsible for the care of the Boat during such agreed HCS usage. In the event the Boat or any of the included equipment is lost, stolen or damaged during such usage by HCS, HCS will promptly notify Loanee of such an event via the attached Damage Report Form and agrees to repair promptly, prior to any upcoming regatta, and when possible prior to the next practice session.

8. Loanee agrees to immediately return the Boat to HCS in the event Loanee purchases a Boat of their own.

9. This Agreement constitutes the entire understanding and agreement between the parties hereto and with respect to the matters addressed herein. Any changes or modifications to this Agreement shall be made and agreed to in writing by the parties hereto and appended to this Agreement. The Loanee may not assign any of their rights, duties or obligations as described in this Agreement to any other party without the prior written approval of HCS.

**Name:** Jay Phillips  
**Title:** Chairman,  
Hatteras Community Sailing

**Name:** \_\_\_\_\_  
**Title:** Loanee  
**Parent Of / Self:** \_\_\_\_\_

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature



## HATTERAS COMMUNITY SAILING

### Boat Liability Agreement: Exhibit A Damage Report Form

Loanee: \_\_\_\_\_;

Make: \_\_\_\_\_;

Hull Number \_\_\_\_\_;

Sail Number: \_\_\_\_\_;

During the Damage, was the boat in the custody of HCS for official pre-arranged club usage? YES \ NO

Brief summary of how the damage occurred:

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Briefly describe the damage or lost equipment:

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\_\_\_\_\_

Printed name

\_\_\_\_\_

Signature

\_\_\_\_ \ \_\_\_\_ \ \_\_\_\_

Date



## HATTERAS COMMUNITY SAILING

### Boat Liability Agreement: Exhibit B Notification of Official Club Use

Loanee: \_\_\_\_\_;

Make: \_\_\_\_\_;

Hull Number \_\_\_\_\_;

Sail Number: \_\_\_\_\_;

This form acts as pre-arranged notification of official club use of the hereinbefore mentioned boat. HCS hereby assumes full responsibility for the condition of the boat as agreed in the Hatteras Community Sailing Boat Liability Agreement part 6 during the usage described below.

Start Date of Event: \_\_\_\_\_

End Date of Event: \_\_\_\_\_

Briefly Describe the event or purpose that HCS will be using the boat:

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Will HCS be using the boat for the entire day on each of the above dates? YES\NO If no, please describe the times of the day the boat will be in HCS Care.

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\_\_\_\_\_

Printed name

\_\_\_\_\_

Signature

\_\_\_\_\\_\_\_\_\\_\_\_\_\_

Date



## HATTERAS COMMUNITY SAILING

Boat Liability Agreement: Exhibit C  
Original Condition of Boat; Equipment List

Loanee: \_\_\_\_\_;

Make: \_\_\_\_\_;

Hull Number \_\_\_\_\_;

Sail Number: \_\_\_\_\_;

Overall Condition (circle one): POOR \ AVERAGE \ GOOD \ EXCELLENT

Equipment list (please list any and all equipment including rigging, blocks, bailer,  
lines, dolly, sails, spars, boards, etc):

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Describe existing damage (please include dings, scrapes, poor line condition, etc):

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\_\_\_\_\_ \ \ \_\_\_\_\_

Printed name

Signature

Date