

Boat or Marine Craft Use Agreement for Home Stay

This Boat or Marine Craft Use Agreement (“Agreement”) is made and entered into on [Date] by and between:

Boat Owner:

Name: [Owner’s Full Name]

Address: [Owner’s Address]

Phone: [Owner’s Phone Number]

Email: [Owner’s Email Address]

and

Guest/User:

Name: [Guest’s Full Name]

Address: [Guest’s Home Address]

Phone: [Guest’s Phone Number]

Email: [Guest’s Email Address]

This Agreement outlines the terms and conditions under which the Guest may use the Owner’s boat or marine craft during their stay at the Owner’s residence located at [Home Stay Address].

1. Vessel Information

- Type: [e.g., Powerboat, Sailboat, Jet Ski]
- Make & Model: [e.g., Yamaha FX Cruiser HO]
- Year: [e.g., 2021]
- Hull Identification Number (HIN): [HIN]
- Registration Number: [Registration Number]
- Length: [e.g., 18 feet]
- Engine Type/HP: [e.g., 90 HP Outboard]
- Fuel Type: [e.g., Petrol]
- Insurance Provider: [e.g., Club Marine]
- Policy Number: [Policy Number]
- Safety Certificate Expiry: [Date]

2. Period of Use

- Start Date and Time: [Date & Time]
- End Date and Time: [Date & Time]
- The marine craft must be returned to the designated location in the same condition (subject to normal wear and tear) by the end of the agreed period.

3. Permitted Use

- The vessel may only be used for **recreational, daylight hours** use within [specify area or nautical limits, e.g., "Moreton Bay, QLD"].
- **Permitted operators:** Only the Guest (and [insert name, if a second operator is allowed]) may operate the vessel.
- The Guest must **not use the vessel:**
 - During poor weather or dangerous conditions.
 - Under the influence of alcohol or drugs.
 - For towing, commercial, racing, or illegal purposes.
 - At night or in restricted or hazardous zones.

4. Operator Requirements

The Guest confirms and agrees that:

- They hold a valid **boat or marine license** recognized in the applicable jurisdiction.
- They have prior experience operating similar marine craft.
- They have reviewed and understand all **local maritime rules and regulations**.
- A copy of their boating license has been provided to the Owner.

5. Safety & Equipment

- The boat will be provided with all legally required safety equipment, including life jackets, flares, fire extinguisher, and emergency kit.
- The Guest agrees to:
 - Ensure all safety equipment remains on board and in good condition.
 - Operate the vessel in accordance with maritime laws and safety standards.
 - Immediately report any missing or damaged safety gear.

6. Insurance & Liability

- The vessel is insured with [Insurance Company] under policy number [Policy Number] for [coverage type].
- The Guest acknowledges that they may be **liable for any deductible/excess** payable in the event of an insurance claim.
- In the event of an incident not covered by insurance (e.g., negligent or unauthorized use), the Guest agrees to **indemnify the Owner** for any loss, damage, or liability.

7. Fuel, Maintenance & Cleanliness

- The vessel will be provided with a [e.g., full tank] of fuel and must be returned with the same level unless otherwise agreed. The fuel used is (type of fuel)
- The Guest is responsible for:
 - Routine care during use.
 - Reporting any mechanical issues promptly.
 - Returning the vessel clean, free of rubbish, and securely moored/stored.

8. Accidents, Damage & Theft

- In the event of any accident, damage, injury, or theft:
 - The Guest must notify the Owner immediately.
 - A written report and photographs must be submitted within 24 hours.
 - The Guest must cooperate with any insurance or police investigations.

9. Prohibited Actions

The Guest agrees **not to**:

- Allow any unlicensed person to operate the vessel.
- Exceed the passenger or weight limits.
- Operate the vessel in unsafe conditions or restricted waters.
- Remove or tamper with safety or mechanical equipment.

10. Termination of Use

The Owner reserves the right to terminate use at any time for breach of this agreement or safety concerns. The Guest must cease use and return the vessel immediately upon request.

11. Limitation of Liability

To the extent permitted by law, the Owner shall not be liable for any **injury, loss of property, death, or damage** incurred by the Guest or third parties resulting from the use of the vessel, whether due to accident, negligence, or other cause.

12. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of [State/Country]. Any disputes shall be resolved in the courts of that jurisdiction.

13. Disclaimer – Website Owner’s Liability

This Agreement is provided by **Hombie** as a general guide. Hombie is **not a party to this agreement** and accepts **no responsibility or liability** for its use, enforcement, or outcomes. Users are advised to seek legal and insurance advice before entering into such agreements. Use of this document is at your own risk.

14. Acknowledgment & Signatures

By signing below, both parties acknowledge that they have read, understood, and agree to the terms of this Agreement.

Boat Owner Signature:

Name: [Owner Name]

Date: _____

Guest Signature:

Name: [Guest Name]

Date: _____