

SCIRA USA — Borrowed Boat Insurance Program

SCIRA USA carries an insurance policy that allows borrowed boats to be insured. This program is a valuable member benefit available to all current members and registered boats. To use the program, the borrower visits <https://snipeusa.com/register/regatta/BlncBkBbXa/class> and pays the \$40 fee. The regatta organizer collects a check for \$250 payable to SCIRA USA to cover the insurance deductible, if applicable. To participate:

1. **AT REGISTRATION:** Have the owner or his representative fill out the first part of this form, make sure it is signed by the owner and the borrower. Collect the borrowed boat fee of \$40.00. If they pay online they need to provide proof of a payment (email confirmation from SCIRA USA). Also, collect a check paid to SCIRA USA for the \$250 insurance deductible. Attach both to this form and keep somewhere safe until there is damage or the event is over.
2. **AFTER THE EVENT:** Inspect the boat for damage.
 - a. If there is no damage:
Return the damage deposit to borrower.
 - b. If there is damage estimated to be \$250 or less:
Help the borrower and owner come to an agreement on resolving the damage. Write down the resolution. Return the damage deposit to borrower, as they will pay directly for the repairs.
 - c. If there is damage estimated to be greater than \$250:
Take photographs and prepare a written description of the damage and the circumstances that caused the damage. Contact SCIRA USA (619-224-6998) and notify them of the damage. Submit the completed claim form, photographs and the \$250 damage deposit check (payable to SCIRA USA) to the SCIRA USA office (2812 Canon Street, San Diego, CA 92106).

Event: _____

Host: _____ Dates: _____

The owner agrees to charter this boat to the charterer under the following conditions:

1. The charter fee shall be \$ _____ USD, payable 100% upon initial delivery.
2. Insurance fee of **\$ 40.00 USD** to cover any possible damages to boat.
3. Damage deposit of **\$250.00 USD**. In case of damages, the cost will be applied to the deposit to cover reparation costs. If the cost of reparation is over **\$ 250.00** the insurance will cover the remainder. The damage deposit shall be refunded to the charterer if there are no damages to the boat, as determined by the Charter boat chairman.
4. The charterer agrees to be responsible for and to replace or make good any injury to the boat, the equipment or furnishings caused personally by the charterer or by any of his party, or any other party if said injury is not collectable under the insurance. The charterer shall be responsible for any personal injury as a result of the charter which is not covered by the insurance. Excess liability insurance is available, but not required. The charterer shall also perform maintenance as required to insure proper functioning of the boat.
5. Inventory shall be taken at the start and end of the charter, and the charterer shall make proper replacements.
6. At the end of the charter, the boat shall have on-board all the normal gear. The charterer shall note any missing or defective items and shall contact the sponsoring organization to determine method of replacement or repair.
7. Absolutely NO alterations, drilling of holes, permanent changes, replacements, or bottom work (sanding) will be allowed to the boat without the expressed permission of the owner. (Centerboard may be sanded).
8. If, for any reason, the boat cannot be turned over to the charterer at the start of the charter, the deposits to date shall be refunded.
9. If, for any reason, the boat cannot complete the event after the charter has started, the charterer shall not be relieved of his obligations under this agreement.
10. The charterer has no rights or authority to create any liens or encumbrances of any nature against the owner of the boat.
11. If disagreements arise out of this agreement, the parties shall attempt to resolve the problems with the help of the sponsoring organization.
12. In the case where the owner must bring legal action against the charterer to enforce this agreement, the charterer agrees to pay such court costs and attorney's fees as the court deems reasonable.
13. This written agreement is the entire agreement between the parties, supersedes all oral understandings, and may only be modified in writing.

BOAT & OWNER INFORMATION

Hull Number: _____ Owner: _____

Owner Phone: _____ Owner Email: _____

Estimated Value: _____ Hull Manufacturer: _____

Owner Signature: _____

BORROWER INFORMATION

Borrower: _____ Borrower Email: _____

Borrower Signature: _____

Deposit provided by: _____

Depositor Signature: _____

**SCIRA USA
Charter Insurance
INCIDENT REPORT FORM**

Date: _____ Location: _____

Vessels/Parties Involved: _____

Description of the Incident:

Attach additional sheets if necessary

Please attach photos, protest documents and diagrams. Photos can also be emailed to jerelyn@odmsail.com

Individuals to contact for more information: _____

Please include: name & address for check to be payable to:

Submit the completed claim form, photographs and the \$250 damage deposit check (payable to SCIRA USA) to the SCIRA USA Office (2812 Canon Street, San Diego, CA 92106).