

Maine Boat Rental Watercraft Rental Agreement

Maine Boat Rental LLC agrees to: Provide a recreational watercraft in clean and safe working condition. Delivery Information:

Name _____ Cell _____ Locally Staying _____

Lake: _____ Launch: PUBLIC LAUNCH Dropoff: _____ am/pm on ___/___/17 Pickup: _____ am/pm on ___/___/17

Customer agrees to assume responsibility for:

THE UNDERSIGNED ACKNOWLEDGES THAT THERE ARE NATURAL HAZARDS RELATED TO THE OPERATION OF A WATERCRAFT AND THEREFORE THE UNDERSIGNED CUSTOMER DOES FOREVER RELEASE AND DISCHARGE MAINE BOAT RENTAL LLC, ALL FIRMS, RELATED PERSONNEL, RELATED FAMILY, AND PERSONS ON ITS BEHALF LIABLE AND CONNECTED TO THE RENTAL IN ANY MANOR, FROM ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS OR CAUSES ARISING FROM OR CONSEQUENTLY RESULTING FROM USE OF RENTED WATERCRAFT INCLUDING ACTS OF GOD. YOU AGREE YOU ARE THE INDIVIDUAL OR WITH SAME PARTY THAT PLACED INITIAL SECURITY ON THIS VESSEL FOR DAMAGES AT TIME OF RESERVATION OR OTHERWISE, WHICH WAS PRESENTED TO US AS: _____ Initial

THE UNDERSIGNED AGREES TO PAY MAINE BOAT RENTAL LLC FOR 100% OF ANY DAMAGES TO WATERCRAFT AND THE CONTENTS SUPPLIED AND INDEMNIFY AND HOLD HARMLESS MAINE BOAT RENTAL LLC, ALL FIRMS, RELATED PERSONNEL, RELATED FAMILY, AND PERSONS ON ITS BEHALF LIABLE AND CONNECTED TO THE RENTAL IN ANY MANOR, FROM ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES ARISING FROM OR CONSEQUENTLY RESULTING FROM USE OF RENTED WATERCRAFT INCLUDING ACTS OF GOD. THIS PARAGRAPH INDEMNIFICATION AND HOLD HARMLESS INCLUDES PASSENGERS AND ALL PERSONS IN THE WATERS ABOUT THE WATERCRAFT. CUSTOMER AGREES TO INDEMNIFY MAINE BOAT RENTAL IN ALL LEGAL ACTIONS THAT MAY GROW FROM THIS RENTAL AND PAY ALL ATTORNEY COSTS AND COURT COSTS IF MAINE BOAT RENTAL IS CAUSED TO DEFEND ITSELF AND/OR PURSUE COLLECTION. CREDIT CARD WILL BE KEPT ON FILE FOR SECURITY. _____ Initial

THE UNDERSIGNED AGREES TO OBEY ALL THE LAWS OF U.S.A. AND THE STATE OF MAINE AND TO PAY ANY FINES ASSESSED AGAINST THE UNDERSIGNED WHILE THE WATERCRAFT IS IN THE POSSESSION OF HIM/HER. _____ Initial

VESSEL OIL (applies to 2-cycle motors only) AND GAS TO BE RETURNED FULL. REFILL IS RENTER'S EXPENSE AND GAS WILL BE PUMPED AND TOPPED OFF BY MBR AFTER EACH RENTAL. OIL REFILLS ARE FROM MBR'S INHOUSE GALLONS AND ARE CHARGED AT \$10/QT TO REFILL. RENTER WAIVES RIGHT TO DISPUTE REFILLS UPON TAKING POSSESSION. RENTER AGREES TO USE ONLY MARINE 2-CYCLE OIL ON REFILLS. _____ Initial

THE UNDERSIGNED AGREES TO INSPECT THE WATERCRAFT AND ITS EQUIPMENT, PROPELLER BEFORE LEAVING THE DOCK, LIFE JACKET COUNT, AND AGREES THAT AFTER SAID INSPECTION REMOVAL OF THE WATERCRAFT FROM THE DOCK SHALL CONSTITUTE ACCEPTANCE THAT THE WATERCRAFT, IT'S EQUIPMENT, PROPELLER, AND ALL ITS CONTENTS ARE IN WORKING ORDER. SAID WATERCRAFT WILL BE INSPECTED FOR DAMAGES UPON ITS RETURN AND THE UNDERSIGNED AGREES TO PAY FOR 100% OF SUCH DAMAGES WHICH ARE DISCOVERED. IF DAMAGE EXCEEDS COST OF BOAT OR LEAVES MBR WITH A LESS-DESIRABLE RENTAL, RENTER WILL BE RESPONSIBLE FOR IMMEDIATE PAYMENT OF REPLACEMENT VALUE AND AGREES TO PAY FOR LOST RENTS AND DOWNTIME AT DAILY RATE DURING SEASON. CUSTOMER IS RESPONSIBLE FOR PROPERLY SECURING VESSEL AGAINST DAMAGE REGARDLESS OF WEATHER OR ANY EQUIPMENT CONDITION. IF RENTER FINDS CONDITIONS ARE INADEQUATE TO SECURE VESSEL, THEY SHALL CALL MAINE BOAT RENTAL TO RETRIEVE BOAT PRIOR TO ANY DAMAGE OCCURRING. NO DOGS OR PETS ARE ALLOWED ON BOATS. NO STAINING SUNTAN LOTIONS ARE ALLOWED DUE TO SEAT STAINING, USE TOWELS IF UNCERTAIN! LATE FEE OF \$45/HR. UNDERSIGNED AGREES THEY HAVE READ AND AGREE TO ALL TERMS AND CONDITIONS DETAILED ON OUR WEBSITE IN ADDITION TO THIS AGREEMENT. _____ Initial

Customer agrees under these terms herein mentioned and approves credit card purchase and/or damage security here:

Print Name _____ Signature _____ Date ___/___/2016

DRIVER TO COMPLETE:	RENTED: LIST ON BACK OTHER RENTED ITEMS➔
Drivers License# _____ STATE _____	Boat _____ Motor _____ Boat _____ Motor _____
Billing Name _____	In Boat: <u>4 FENDERS 2 DOCK ROPES & 1 POLE 2 SNUBBERS 1 ANCHOR 3 FLARES</u>
Billing Address _____	<u>1 PADDLE 1 THROW 1 GAS TANK 1 REGISTRATION 1 FIRE EXT 1 WHISTLE</u>
City _____ ST _____ BILL ZIP _____	_____ TOTAL LIFE JACKETS ___INF ___S ___S/M ___LG ___XL ___UNIV
Credit Card # _____	___ SKI ROPE ___AD SKI ___CH SKI ___YOUTH SKI ___KNEEBD ___WAKESKATE
3 Digit CODE _____ EXP DATE ___/___	___ TUBE ROPE 1 – 2 – 3 – 4 PERSON TUBE ___COMPRESSOR
Security: \$ _____ CC / CK# _____ / PREAUTH	___ BBQ ___ COVER ___HULL HUG ___CORD ___CHARGER ___ TRICKLE CHGR
Rent: \$ _____ CC / CK / CASH	GAS level at Dropoff : _____ GAS Refill Charged: _____ or, _____ Renter paid at pump. OIL level at Dropoff : _____ OIL Refill Charged: _____ or, _____ Renter refilled. (2-CYCLE ONLY)
Notes: _____	



OOPS...LOST OR DAMAGED ITEMS. I HAVE READ _____ sign

Exact issued/rented items must be returned to us. Replacements are not accepted and will be discarded upon cleaning, resulting in a charge for that item(s). It is renter's sole responsibility to maintain, gather, and return those items issued/rented to them.

You may or may not have these items as part of your rental.

LIST ADDITIONAL RENTED ITEMS:

- \$30 Life Vests
- \$30 Fender
- \$10 Fender nylon clip or pontoon rail clip (these attach to fender lines)
- \$35 Dock Rope
- \$15 Snubber Lines
- \$110 Dock Pole
- \$15 Flare
- \$20 Air Horn
- \$7 Whistle
- \$85 Hull-hugger
- \$15 Gas/Oil Funnel or flexible end adapter
- \$20 Fire Extinguisher
- \$200 Propeller/Install
- \$140 Prop Bushing/Install
- \$30 Anchor Bag w/Bouy
- \$25 Mini telescoping Paddle, \$45 Regular Boat Paddle
- \$135+ SUP/Kayak Paddle, for same item replacement value
- \$45 Regular Boat Paddle
- \$40 5 Gallon Gas Can
- \$25 Throwable Cushion
- \$15 Tie Down
- \$15 Registration Replacement
- \$50 Replace Boat Number Set for damaged, cut, rubbed.
- \$350-750 Remove/replace boat graphics
- \$130 Skeg Guard
- TBD Skeg Repair
- TBD Hull Damage
- TBD Vinyl Repair
- \$65/hr In-house Labor

All repairs, in-house or contracted, will have a 25% markup on material and labor to cover travel, time, and administrative costs.

Items lost or damaged that are priced above will be deducted from your vessel security/cc. Items not priced are charged upon repair. Due to our short season, this may not take the boat out of service for immediate repair, but MAY result in end of season repair. Your deposit will be held until final repair has been done, and any remaining balance for incurred costs will be charged to you. For those items that take the boat out of commission, we will not shop price, but urgently get the boat back into service for the next rental. You are responsible for downtime due to any damage at our daily rate for that season. Pictures or video are taken before and after each rental.

MAINE BOAT RENTAL DOES NOT PROVIDE INSURANCE.

PLEASE TAKE CARE OF YOUR VESSEL SO THAT THE NEXT PERSON MAY HAVE THEIR VACATION!

Maine Boat Rental / Delivery, Cancellation & Terms

Effective and Last Updated: 01/01/2017

HOURS AND CONTACT INFO:

- 2017 SEASON is May 5 to September 30, 9am-4pm. Delivery and phone hours are 9am-4pm.
- PRE-SEASON reservations are made online or by phone 207.313.6248 with follow-up confirmation calls. All pre-season vessel securities will be paid in April to keep reservation. An email, then followup call will be made in April. Send security by mail to: Maine Boat Rental, PO Box 6318, China Village, ME 04928. Note that boats, terms, website are adjusted out of season and will be updated by May 5 for your review prior to rental.
- Pickup available for boats labelled as 'available for renter tow', paddleboards, kayaks, bouncers, and floats. Pickup will be at north boat launch on China Lake, mapquest address is 65 Causeway Rd, China, ME 04358.

YOU MUST:

- Be an operator of at least 21 years old and provide valid ID at delivery.
- Provide a valid major credit card at delivery to have on file for any damages growing out of rental exceeding security deposits. Absolutely no debit cards.
- Complete our Watercraft Rental Agreement. Renter who provides vessel security deposit must be same renter to fill out our Rental Agreement and take possession of rental at dock.
- Complete an inspection of the watercraft and boating instruction.
- During operation of the watercraft, you must safely operate the watercraft, have knowledge of and abide by all Maine laws, permits, and your lake restrictions and depths.
- Be competent and informed! Go to RENTALBOATSAFETY.COM to review safety before delivery.

WE PROVIDE:

- A safe and clean watercraft with safety equipment and life jackets.
- Full tank of gas and oil supplied, you pay only for what you use. All boats are topped off at pump by Maine Boat Rental and may not register on panel as full when in water due to floating on angle. Those 2-Cycle boats will require oil refills upon use, additional oil will be supplied on board and charged at rental completion.
- Boat and bouy instruction along with a free demo ride upon request.

VESSEL SECURITY DEPOSITS AND CANCELLATIONS:

- Vessel Security Deposits are paid at time of reservation by major credit card or by mail to: Maine Boat Rental, PO Box 6318, China Village, ME 04928. Reservation is contingent and in effect upon funds clearing.
- Pre-season Security Deposits are paid in April prior to May 5 to keep reservations. A courtesy email and call will be made at that time. Those reservations without security by May 5 will be cancelled.
- Vessel Security Deposits are refundable prior to 14 days of reservation less 4%.
- Vessel Security Deposits are non-refundable if cancelled 14 days or less of delivery date.
- You are responsible for any loss or damages resulting from your rental, including rental loss days from extended repair or complete boat loss.

DELIVERY, LATE FEES, AND USAGE:

- Towables may not be suitable for all boats.
- Know your lake depths and restrictions, public launch accommodations prior to reserving. Minimum 4 day rentals for pontoons; minimum 3 day rentals for ski or fishing boats.
- One day boat rentals on China Lake are "fillers" between longer reservations and will not be approved for weekends (Fri, Sat, Sun) until 1 week from date.
- Watercraft may be same or similar to picture due to availability.
- All watercraft and towables are used at operator's risk and insurance coverage. NO INSURANCE IS PROVIDED BY MAINE BOAT RENTAL!
- Delivery charges are \$2 per loaded mile with \$50 minimum, OR
- Free Delivery to public boat landings at China Lake, St. George, Webber Pond, Sheepscot and Belgrade Lakes: Messalonskee Lake, Great Pond, Long Pond.
- No dogs or paws allowed on rentals. Cleaning fee (\$100) and all vinyl repairs will be charged upon inspection with evidence of paw indentation/tears and hairs.
- No bronzers or staining creams to be used on vessels. This may result in complete boat seat reupholstery! If in doubt, use towels to protect seating.
- Boats may not be trailered/moved from lake they are delivered to by Maine Boat Rental.
- Boats trailered by Customers must have 2" ball on hitch and must keep boat on lake specified in Rental Agreement. A \$100 trailering fee will apply.
- Maine Boat Rental is not responsible for loss of use due to weather, illness, equipment exchange, changes in plans, or operator error.
- Late return fee for all boats is \$45/hour. All original rental items to be returned at designated time.

I HAVE READ _____ SIGN