

# Maine Boat Rental Watercraft Rental Agreement

PG1

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: (same as above if blank) \_\_\_\_\_ **Initial**

DESIGNATED DRIVER: (same as above if blank) \_\_\_\_\_ **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 \$75/HR. UNDERSIGNED AGREES THEY HAVE READ AND AGREE TO ALL TERMS AND CONDITIONS DETAILED ON OUR WEBSITE IN ADDITION TO THIS AGREEMENT. \_\_\_\_\_ **Initial**

**Rcvd at launch boat review & safety instruction by Driver including docking and check of all mechanicals are working** \_\_\_\_\_ **Initial**

**Rcvd all items noted this agreement** \_\_\_\_\_ **Initial**

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

Print Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/2017

**DRIVER TO COMPLETE:** vid \_\_\_\_\_ pic \_\_\_\_\_ **RENTED: LIST ON BACK OTHER RENTED ITEMS→**

Drivers License# _____ STATE _____	Boat _____ Motor _____ Boat _____ Motor _____
Billing Name _____	In Boat: <b>4 fenders 2 dock ropes 2 snubbers 1 pole 1 anchor 1 paddle 1 throw</b>
Billing Addr: _____	<b>1 reg 1 whistle 3 flares 1 gas tank 1 fire extinguisher</b> OUT: _____ IN: _____
City _____ ST _____ BILL ZIP _____	____ TOTAL LIFE JACKETS ____ INF ____ S ____ M ____ LG ____ XL ____ UNIV
CC# _____	____ SKI ROPE ____ AD SKI ____ CH SKI ____ YTH SKI ____ KNEEBD
CVV _____ EXP DATE ____/____/____	____ TUBE ROPE 3-PSN TUBE ____ COMPRESSOR ____ +FENDERS
Security: \$ _____ PAID BY _____	____ BBQ ____ COVER ____ HULL HUG ____ CORD ____ CHARGER ____ TRICKLE CHGR
Rent: \$ _____ PAID BY _____	GAS level at Dropoff : _____ GAS Refill Charged: _____ or, <input type="checkbox"/> Renter paid at pump.
	OIL level at Dropoff : _____ OIL Refill Charged: _____ \$10/qt

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:**

\$40 Life Vests	1.
\$30 Fender	
\$10 Fender nylon clip or pontoon rail clip (these attach to fender lines)	2.
\$35 Dock Rope	
\$15 Snubber Lines	3.
\$110 Dock Pole	
\$15 Flare	4.
\$20 Air Horn	
\$7 Whistle	5.
\$85 Hull-hugger	
\$15 Gas/Oil Funnel or flexible end adapter	6.
\$20 Fire Extinguisher	
\$200 Propeller/Install	7.
\$140 Prop Bushing/Install	
\$30 Anchor Bag w/Bouy	8.
\$25 Mini telescoping Paddle, \$45 Regular Boat Paddle	
\$135+ SUP/Kayak Paddle, for same item replacement value	9.
\$45 Regular Boat Paddle	
\$40 5 Gallon Gas Can	10.
\$25 Throwable Cushion	
\$15 Tie Down	11.
\$15 Registration Replacement	
\$50 Replace Boat Number Set for damaged, cut, rubbed.	12.
\$350-750 Remove/replace boat graphics	
\$130 Skeg Guard	13.
TBD Skeg Repair	
TBD Hull Damage	14.
TBD Vinyl Repair	
\$65/hr In-house Labor	15.

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 Updated: 12/27/2017 (Agreement PG3)

## HOURS AND CONTACT INFO:

- 2018 SEASON is May 12 to September 14, 9am-5pm. Delivery and phone hours are 9am-5pm.
- Pre-season vessel securities due in April to keep reservation. 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', along with 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, your rental will be declined.
- 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 boating and safety before delivery.
- Know your docking address at boat launch and keep boat safe in ALL weather until returned.

## DOCKING AND MOORING, EARLY PICKUPS

- DO NOT BOAT nor KEEP BOAT STORED IN ROUGH WATERS. Watch the weather and ask for early pickup if needed. You accept responsibility at all times to keep boat undamaged in navigable tranquil-moderate waters on a mooring or dock with adequate length and protection. If you are renting a cabin, not all docks are usable for boats. Know your lake! Rent a slip, moor in a cove. You have options.
- IF YOU CALL US FOR EARLY RETURN prior to your scheduled pickup, you must allow adequate travel time to complete our immediate schedule AND travel to you with your trailer prior to damage. You are responsible for all damage resulting from your rental until return is complete; placing a pickup call will not cancel responsibility. Rescheduling, driving, traffic, and driver availability take time. You must update us to accurate conditions of boat so we arrive with adequate equipment and personnel. No credit will be given to early pickups. Enlist neighbors to help you, local marina, water tow, other boaters.
- Dock: Always turn front of boat towards incoming waves and keep un-abrasive docking conditions. Mooring: boat should rotate with front into waves. Keep water out of boat hulls, battery and motor, electronics.
- RENTER MUST BE PRESENT TO RETURN BOAT.
- ALL MECHANICAL ISSUES MUST BE IMMEDIATELY REPORTED TO US UPON DISCOVERY.
- DEPTH GAUGES & TROLLING MOTORS ARE A COURTESY AND BOATS WILL NOT BE SERVICED MID-RENTAL FOR THOSE ITEMS.

## 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. 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 15 or more days from delivery date less 4%.
- Vessel Security Deposits are non-refundable if cancelled 14 days or less of delivery date, if using card pre-authorization as security, the card will be charged the full security amount upon cancellation within 14 days or less.
- You are responsible for any loss or damages resulting from your rental, including rental loss days from extended repair or complete boat loss. Some damage may not take the boat out of service for immediate repair, but MAY result in end of season repair.

## DELIVERY, LATE FEES, AND USAGE:

- Towables may not be suitable for all boats and performance is subject to weight aboard and size of boat.
- 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 upholstery! 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 renter 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, early pickups.
- Late return fee for all boats is \$75/hour. After 15 minutes first hour is billed. All original rental items to be returned at designated time.

I HAVE READ \_\_\_\_\_ SIGN