

# 2024 Maine Boat Rental Waiver & Rental Agreement aka MBR 207.313.6248 (Agreement PG1)

THIS AGREEMENT, DATED (IF LEFT BLANK, THEN DATE WILL BE RESERVATION START DATE) \_\_\_\_\_ BY AND BETWEEN:

MAINE BOAT RENTAL LLC, HEREIN REFERRED TO AS "MBR", AND, HEREIN REFERRED TO AS "RENTER" OR "CUSTOMER":

**Renter** \_\_\_\_\_ **Cell:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Renter** \_\_\_\_\_ **Cell:** \_\_\_\_\_ **Email:** \_\_\_\_\_

Renter(s) and MBR in consideration of the mutual covenants hereinafter set forth agree as follows:

CUSTOMER AGREES TO ASSUME RESPONSIBILITY FOR: IN CONSIDERATION FOR BEING ALLOWED TO PARTICIPATE IN MAINE BOAT RENTAL LLC ACTIVITIES THAT INCLUDE EQUIPMENT RENTAL FOR MYSELF, OR MY MINOR CHILDREN FOR WHOM I AM PARENT, LEGAL GUARDIAN, OR OTHERWISE LEGALLY RESPONSIBLE MINORS IN MY TEMPORARY CARE OR IMMEDIATE SUPERVISION, TO INCLUDE THOSE ADULTS AND MINORS ON OR AROUND THE RENTAL EQUIPMENT DURING MY RENTAL, WHETHER INVITED, UNINVITED, OR ACCIDENTAL, AND FOR MY HEIRS, PERSONAL REPRESENTATIVES OR ASSIGNS. \_\_\_\_\_ **Init.** \_\_\_\_\_ **Init.**

ACKNOWLEDGEMENT OF RISKS: THE UNDERSIGNED ACKNOWLEDGES THERE ARE NATURAL HAZARDS AND RISKS RELATED TO THE OPERATION AND POSSESSION OF A WATERCRAFT AND WATERSPORTS ACTIVITIES. RISKS CAN BE VERY DANGEROUS AND INVOLVE RISK OF SERIOUS INJURY, DISABILITY, PARALYSIS, DISMEMBERMENT AND/OR DEATH. RISKS INCLUDE, BUT AREN'T LIMITED TO, PROPELLER TRAUMA, VESSEL EJECTION OR FALLING OVERBOARD, COLLISION WITH ANOTHER VESSEL WHILE BOATING OR IN THE WATER, COLLISION WITH VISIBLE OR SUBMERGED HAZARDS, PROLONGED EXPOSURE TO WEATHER, VESSEL BREAKDOWNS OR INJURY AWAY FROM HELP OR PHONE SERVICE THAT CAN DELAY RESCUE OR MEDICAL SERVICE, DISORIENTATION, DEHYDRATION, DROWNING, BOATING WAKES OR WAVES AND WEATHER EVENTS THAT CAN DAMAGE OR CAPSIZE BOAT, NAUSEA. RISKS ARE NOT LIMITED TO THESE BUT ARE SERIOUS CIRCUMSTANCES THAT CAN RESULT IN DEATH TO YOU, ANOTHER ADULT OR A MINOR. I ACKNOWLEDGE THAT THE ENGINE MAY BE QUIET WHEN ON AND I WILL EVERY TIME TURN THE MOTOR OFF WHEN ENTERING THE WATER. I ALSO ACKNOWLEDGE THE PROPELLER WILL CONTINUE TO SPIN AFTER THE ENGINE IS TURNED OFF AND I WILL KEEP THE MOTOR AREA CLEAR OF PERSONS, ROPES, WATER TOYS AND HAZARDS WHILE IN USE OR THE PROPELLER IS MOVING. SAFE BOATING, DOCKING, TUBING, AND SKIING PRACTICES WILL ALWAYS BE USED. ALL PERSONS ABOARD WILL SIT INSIDE THE VESSEL WHILE IN MOTION ON SEATS ALLOCATED FOR MOVING VESSELS, I.E. CASTING DECKS ARE NOT A LEGAL SEATING POSITION WHILE IN MOTION. I WILL KEEP UNDER WEIGHT & UP TO OCCUPANT CAPACITY. \_\_\_\_\_ **Init.** \_\_\_\_\_ **Init.**

ASSUMPTION OF RISK AND LIABILITY: I AGREE TO ASSUME ALL RISKS ARISING OUT OF THE RENTAL AND THOSE SURROUNDING AND AFFECTED BY THE RENTAL EQUIPMENT DURING MY RENTAL, WHETHER RISKS LISTED OR NOT, EVEN THOSE RISKS ARISING OUT OF THE NEGLIGENCE OF THE RELEASEES NAMED HEREIN. MY PARTICIPATION IS PURELY VOLUNTARY. I ASSUME FULL RESPONSIBILITY FOR MYSELF, OTHER KNOWN AND UNKNOWN ADULTS ACCESSING OR IN CONTACT WITH MY RENTAL EQUIPMENT DURING MY RENTAL, OR MY MINOR CHILDREN FOR WHOM I AM PARENT, LEGAL GUARDIAN, OR OTHERWISE LEGALLY RESPONSIBLE MINORS IN MY TEMPORARY CARE, MINORS IN MY IMMEDIATE SUPERVISION, TO INCLUDE THOSE ADULTS AND MINORS ON OR AROUND THE RENTAL EQUIPMENT DURING MY RENTAL, WHETHER INVITED, UNINVITED, OR ACCIDENTAL, FOR ANY BODILY INJURY, ACCIDENT, ILLNESS, PARALYSIS, DEATH OR LOSS OF PERSONAL PROPERTY OR LOSS OF INCOME, EVEN IF CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE RELEASEES NAMED BELOW, TO THE FULLEST EXTENT OF THE LAW. \_\_\_\_\_ **Init.** \_\_\_\_\_ **Init.**

FAIR NOTICE: I AGREE I WAS PROVIDED WEBSITE LINKS AND EMAIL ATTACHMENTS TO BOATING SAFETY AT 1) BOAT-ED.COM AND/OR RENTALBOATSAFETY.COM 2) COAST GUARD PHAMPLET 3) MAINE BOATERS HANDBOOK AND WAS 4) REQUIRED TO READ THIS AGREEMENT PRIOR TO ARRIVING AT LAUNCH. RENTER AND THEIR DESIGNATED DRIVER IS REQUIRED BY MAINE BOAT RENTAL AT BOAT LAUNCH TO ATTEND A MANDATORY 20- MINUTE BOAT AND SAFETY REVIEW. DEMO RIDES TO RENTER ARE AVAILABLE UPON REQUEST, AS LONG AS ADVANCE NOTICE IS GIVEN. \_\_\_\_\_ **Init.** \_\_\_\_\_ **Init.**

INDEMNITY/ RELEASEES: AND THEREFORE THE UNDERSIGNED CUSTOMER ACKNOWLEDGES AFOREMENTIONED AND DOES AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE RELEASEES LISTED HERE TO FOREVER RELEASE AND DISCHARGE MAINE BOAT RENTAL LLC, THEIR PRINCIPALS, MANAGERS AND MEMBERS, THEIR INSURERS AND EACH AND EVERY LAND OWNER, MUNICIPALITY AND/OR GOVERNMENT AGENCY UPON WHOSE PROPERTY AN ACTIVITY IS CONDUCTED, RELATED FAMILY, HEIRS, AND PERSONS ON ITS BEHALF LIABLE AND CONNECTED TO THE RENTAL IN ANY MANOR INCLUDING MECHANICAL SERVICING, FROM ANY AND ALL LOSS, LIABILITY, CLAIMS, DEMANDS, DAMAGE, ACTIONS OR COST OF ANY NATURE THAT MAY ARISE OUT OF RENTAL, RENTER'S POSSESSION, USE, TRANSPORT, OR PARTICIPATION IN ANY WATERSPORTS, ACTIONS AND CAUSES ARISING FROM OR CONSEQUENTLY RESULTING FROM USE OF RENTED WATERCRAFT, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE INCLUDING ACTS OF GOD. CUSTOMER AGREES TO INDEMNIFY RELEASEES IN ANY AND ALL LEGAL ACTIONS THAT MAY GROW FROM THIS VOLUNTARY RENTAL AND PAY ALL ATTORNEY COSTS AND COURT COSTS IF RELEASEES ARE CAUSED TO DEFEND ITSELF AND/OR PURSUE COLLECTION. \_\_\_\_\_ **Init.** \_\_\_\_\_ **Init.**

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. I AGREE TO NOT EXCEED BOAT CAPACITY, EVENLY DISBURSE WEIGHT ABOARD, AND USE LIFE JACKETS FOR EACH PASSENGER ONBOARD AND ON TOWABLE. \_\_\_\_\_ **Init.** \_\_\_\_\_ **Init.**

SECURITY: CREDIT CARD WILL BE KEPT ON FILE FOR BACKUP SECURITY. DEPOSITED SECURITY WILL BE USED FIRST FOR COSTS (EX. GAS REFILL, DAMAGE, LOST ITEMS). ANY COSTS EXCEEDING THE DEPOSITED SECURITY WILL BE CHARGED TO CARD. ANY CREDIT CARD HOLDS WILL RESULT IN A NON REFUNDABLE FEE, \$35 FOR A \$500 HOLD AND \$50 FOR A \$750 HOLD. 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 IN THE PROCESS OF THIS RENTAL: \_\_\_\_\_ **Init.** \_\_\_\_\_ **Init.**

CONDITIONS OF EQUIPMENT RELEASE: 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 ON BOATS, NOR DOCKING UNDER SAPPING TREES. NO STAINING SUNTAN LOTIONS ARE ALLOWED DUE TO SEAT STAINING, USE TOWELS IF UNCERTAIN! RENTAL IS LIMITED TO SAFE WATER RECREATION AS NOTED ON EACH BOAT AND NOT FOR CONSTRUCTION, COMMERCIAL FISHING, TOWING, OR HAULING. EMERGENCY MOORING ONLY IN TRANQUIL WATTERS. I AGREE I WILL CONTROL WHO IS ON AND AROUND THE BOAT DURING OPERATION AND WHILE AT DOCK TO KEEP BOAT CLEAN AND UNDAMAGED, FREE OF DOCK DAMAGE, AND TO MAINTAIN SAFE BOATING GUIDELINES FOR THOSE ON AND AROUND THE BOAT. LATE ARRIVAL OR RETURN CHARGE OF \$100/HR. UNDERSIGNED AGREES THEY HAVE READ AND AGREE TO ALL TERMS AND CONDITIONS DETAILED ON OUR WEBSITE IN ADDITION TO THIS AGREEMENT.

\_\_\_\_ Init. \_\_\_\_ Init.

GAS TO BE RETURNED FULL: **REFILL IS RENTER'S EXPENSE** AND GAS WILL BE PUMPED AND TOPPED OFF BY MBR AFTER EACH RENTAL. RENTER WAIVES RIGHT TO DISPUTE REFILLS UPON TAKING POSSESSION. **DELIVERY SURCHARGES DUE TO GAS PRICE FLUCTUATIONS MAY APPLY AT END OF RENTAL;** 2023 DELIVERY PRICING IS BASED ON \$3.30 /GALLON. No refunds will be given if price drops below.

\_\_\_\_ Init. \_\_\_\_ Init.

**IMMEDIATE TERMINATION OF RENTAL IS NON-REFUNDABLE IN THE EVENT THAT MBR AT THEIR SOLE DISCRETION DETERMINES THAT RENTER, OR RENTER'S PARTY:**

- (A) HAS CREATED A DANGEROUS SITUATION THAT MAY HAVE RESULTED IN PROPERTY DAMAGE OR HARM TO PERSONS, OR
- (B) HAS NOT TAKEN ADDITIONAL PRECAUTIONS DURING A WEATHER EVENTS OF SECURING VESSEL, SUCH AS REMOVING VESSEL FROM LAKE, MOVING VESSEL TO TRANQUIL COVE, CALLING MBR FOR REMOVAL OF VESSEL WITH SUFFICIENT NOTICE (SUBJECT TO SCHEDULING AND DRIVER AVAILABILITY).
- (C) HAS TRAIERED YET NOT REMOVED VESSEL FROM LAKE DURING WEATHER EVENT CREATING UNNECESSARY DAMAGE TO MBR PROPERTY AND/OR OTHERS.
- (D) HAS MBR DELIVER TO PUSHAW, MOOSEHEAD OR SEBAGO LAKES AND REFUSES TO KEEP MBR TRAILER DURING THEIR RENTAL FOR DAMAGE PREVENTION. THESE ARE WILD LAKES AND REQUIRE ADDITIONAL SAFEGUARDS BY RENTERS!
- (E) IS NOT DOCKING CORRECTLY, SAFELY, SECURELY, FOR THEIR LAKE FLOW OR WEATHER SITUATION, I.E. UNMANNED BOATS.
- (F) HAS NOT CALLED GAME WARDEN AND MBR UPON FIRST NOTICE OF DAMAGE OR INJURY TO VESSEL, PROPERTY, OR PERSONS.
- (G) IS OBSERVED OR REPORTED DRUNK OR IMPAIRED BY/TO MBR WHILE RECEIVING, DRIVING, OR TRAILERING MBR PROPERTY.
- (H) HAS NOT FOLLOWED BOATING SAFETY HANDBOOK, MBR AGREEMENT/TERMS PGS. 1-6, OR MAINE LAW.
- (I) HAS CAUSED DAMAGE OR ADDED EXPENSES TO MBR AS A RESULT OF THEIR RENTAL, ATTITUDE, STATE OF SOBRIETY.
- (J) ARRIVED AT LAUNCH WITHOUT BOATING EXPERIENCE OR UNDERAGE (25YRS+ REQUIRED).
- (K) IS IN DURESS OR WITH PASSENGER(S) IN DURESS OR UNCONTROLLABLE, UNABLE TO BOAT SAFELY.
- (L) HAS USED VESSEL OTHER THAN FOR RESERVED PARTY'S RECREATIONAL PURPOSES, SUCH AS: SHARING VESSEL WITH COMMUNITY/CAMPS, TOWING ANOTHER VESSEL, FILMING OR TV CREW USAGE, TRANSPORTING CONSTRUCTION MATERIALS, WILDLIFE MONITORING/TAGGING, MINING/DIVING/RESCUE/RECOVERY USE. YOU MUST HAVE OUR WRITTEN APPROVAL.
- (M) ARE BEHAVING RUDE, HARRASSING, DEMEANING, AGGRESSIVE, CREATING SEXUAL COMMENTS AND ADVANCES, COMPLAINT COHERSION/EXTORTION, NON-RESPONSIVE OR UNWILLING TO COOPERATE OR TALK TO SPECIFIC PERSONNEL DURING INTERACTIONS WITH MBR.
- (N) STATES TO MBR PERSONNEL THEY WILL NOT BE RETURNING VESSEL AS MBR SCHEDULED. VESSEL WILL BE REPORTED AS STOLEN, WITH INCURRED FEES RELATED TO YOUR RENTAL.
- (O) REFUSAL TO PROVIDE VESSEL SECURITY OR PAY FULL RENTAL AMOUNT PER TERMS AND AS RESERVED.

**MBR MAY TERMINATE RENTAL IMMEDIATELY WITHOUT REFUND OF RENTAL MONIES OR REMAINDER OF RENTAL MONIES AND RENTER WILL PAY FOR ALL ADDITIONAL AND RESULTING EXPENSES/LOSSES IN RESCUE AND RECOVERY OF MBR PROPERTY, INCLUDING ADDITIONAL PERSONNEL AND BOATS REQUIRED TO RETRIEVE RENTAL, TO INCLUDE STATE FINES/FEES IF APPLICABLE.**

**MBR DOES NOT HAVE TO SEE THESE TERMINATING EVENTS FIRSTHAND AND WILL RELY UPON REPORTING FROM CITIZENS AND LAW ENFORCEMENT AS TRUE AND FACTUAL.**

Customer has carefully read entirety of this Agreement pages 1-6, voluntarily agrees to terms, signs below, and approves credit card purchase and use for any damage security here:

**PRINT RENTER NAME** \_\_\_\_\_ **SIGNATURE** \_\_\_\_\_ **DATE** \_\_\_\_\_

**PRINT RENTER NAME** \_\_\_\_\_ **SIGNATURE** \_\_\_\_\_ **DATE** \_\_\_\_\_

## OOPS...LOST OR DAMAGED ITEMS

(Agreement PG3)

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. Removeable items will be noted on your Launch Checklist at launch.

\$60 Life Vests	\$75 Tidy-Up Fender Adjuster, replace and re-work new
\$30 (S) Fender, \$60 (Med), \$80 (Lg)	\$60 5 Gallon Gas Can
\$15 Fender nylon clip or pontoon rail clip (these attach to fender lines)	\$25 Air Horn
\$35 Dock Rope	\$10 Whistle
\$18 Snubber Lines	\$30 Throwable Cushion
\$110 (L) Dock Pole, \$65 (Sm)	\$15 each Flare, \$110 SOS Flashlight Flare
\$110 Hull-hugger	\$35 Tie Down
\$40 Fire Extinguisher	\$35 Anchor Bag w/Buoy
\$45 (Sm)Telescoping Paddle, \$75 (L) Paddle- Pontoons	\$35 Registration Replacement
\$60+ SUP Paddle, for same item replacement value	\$50+ Replace Boat Number Set for damaged, cut, rubbed.
\$440 Propeller/Bushing replacement & Install	\$350-750 Remove/replace boat graphics
\$180 Skeg Guard replacement, \$80 Skeg Guard Remount & Inspect	\$100/hour Excessive cleaning or sap removal per hour cost.
TBD Skeg Repair/lower unit damage or replacement	\$95/hour In-house Labor for damaged returned equipment
TBD + Shipping, expect we will expedite by air shipping all parts.	TBD Hull Damage, Vinyl Repair, or Other Replacements/Repairs
Trip Charges incurred for repairs are based on costs, labor, materials.	TBD Administrative Fee \$75/hr
Daily Rate Fee: MBR loss of use due to repairs	\$50 Change fee for changing boats and dates

Standard: All TOTALS (LABOR & MATERIAL/TAX & FEES) will have a 25% markup. Reservation system will add another 6%

Items lost or damaged that are priced above will be deducted from vessel security/cc. Items not priced are charged upon MBR's repair estimate completed for repairs, replacements, labor, or devaluation of equipment + 25%. Due to our short season and manufacturer supplied parts, this may not take the boat out of service for immediate repair, but MAY result in end-of-season or next Spring repairs according to weather, expected work length, and repair openings in schedules. Your security and agreement will be in effect until final repair has been done, and any remaining balance exceeding MBR's repair estimate will be charged to you. For damages, 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 of rentals are taken at each launch and returns will have pictures taken at MBR yard at cleaning/inspection. IMPORTANT: Customer to video equipment at pickup and drop-off. We are not required to furnish evidence nor wait for approval for repairs prior to damage charges.

**MAINE BOAT RENTAL DOES NOT PROVIDE INSURANCE. PLEASE TAKE CARE OF YOUR VESSEL SO THAT THE NEXT BOATER MAY ALSO ENJOY THEIR BOATING EXPERIENCE.**

**I UNDERSTAND THAT MOST DAMAGE (90%) OCCURS AT DOCKS AND I AGREE TO PROTECT THE BOAT IN ALL CONDITIONS. I UNDERSTAND THAT I CANNOT SCRAPE NOR HIT DOCKS AND MUST APPROACH THEM EXTREMELY SLOW-- PREPARED TO REVERSE OR TURN OFF MOTOR, APPROACHING WITH ALL DOCKING FENDERS ON AND DOCK ROPES READIED, AND THEN DOCK BOAT ON SIDE OF DOCK THAT HAS WATER FLOWING AWAY FROM DOCK. I AGREE TO TEND TO BOAT AS WEATHER AND WATER CURRENTS CHANGE, WHICH MAY REQUIRE MOVING BOAT ON OTHER SIDE OF DOCK AS CURRENT CHANGES. BOAT MUST BE KEPT IN TRANQUIL WATERS. I UNDERSTAND THAT 1 BOLT OR DOCK PROTRUSION COULD WEAR A HOLE IN A HULL OR PONTOON, POSSIBLY LEADING TO BOAT SINKING, LIFE SAFETY CIRCUMSTANCES, AND COSTLY REPAIRS. THIS PARAGRAPH IS NOT MEANT TO INCLUDE EVERY SCENARIO. IF ISSUED A HULLHUGGER PAD, I AGREE TO USE IT AS PADDING BETWEEN THE DOCK AND VESSEL IN ADDITION TO FENDERS. I AM AWARE THAT I CAN ASK FOR ADDITIONAL FENDERS AND HULLHUGGER PADS UP TO THE EVENING PRIOR TO MY START DATE WITH MY BOAT RENTAL. IF ADDED PROTECTION IS NEEDED WITHIN MY RENTAL DATES, I WILL NEED TO PROVIDE, OR PICKUP AT MBR'S YARD LOCATION, OR CALL FOR EARLY PICKUP PRIOR TO DAMAGE OCCURRING, ELABORATED ON IN DOCKING AND NO MOORING, EARLY PICKUPS ON NEXT PAGE. IF I AM ON MOOSEHEAD LAKE OR HAVE BEEN RECOMMENDED TO KEEP TRAILER WITH MY RENTAL, I WILL SECURE AND KEEP TRAILER AT MY LAKE AND KNOW THAT I CANNOT LEAVE TRAILER OVERNIGHT AT PUBLIC LAUNCHES. I WILL USE TRAILER TO REMOVE VESSEL FROM LAKE DURING WEATHER EVENTS AND WILL MONITOR WEATHER DURING MY RENTAL.**

**IF MBR IS REQUESTED OR REQUIRED TO DRIVE YOUR RENTAL FOR ANY REASON DURING RENTAL, ALL DAMAGE WILL BE RENTER'S EXPENSE AND REQUESTS/REQUIREMENTS OF MBR TO DRIVE YOUR RENTAL WILL NOT TRANSFER RENTER'S RESPONSIBILITY TO MBR. UPON RENTAL RETURN, MBR WILL VIDEO VESSEL AS NORMAL PROCEDURE UPON CLEANING/INSPECTION AT MBR FACILITY.**

**I HAVE READ AND AGREE. I WILL FOLLOW DOCKING PROCEDURE:**

**SIGN**

**SIGN**

**Maine Boat Rental Terms 207.313.6248 (AGREEMENT PG4)**  
1117 CHINA RD, WINSLOW, ME 04901 (SELF-TOW OR FLOAT PICKUPS)  
PO BOX 6318, CHINA VILLAGE, ME 04926 (ALL MAIL & SECURITY)

**2024 SEASON is MAY 15TH to SEPTEMBER 30<sup>TH</sup>, YES! WE ARE OPEN!!!**

- Our website, equipment and rental terms are updated periodically without prior notification. Review agreement prior to launch.
- Boats labeled as 'available for renter tow' or 'renter tow only' or 'pickup only' can be picked up at 1117 China Rd, Winslow, ME 04901 by appointment only and MBR personnel must be present to facilitate pickup and returns.
- **Returning rentals:** Your vessel / addon equipment is not inspected at time of drop off at the yard nor at launch locations. This post-rental inspection is done upon return to the MBR yard during cleaning/inspection. Drivers are not responsible nor authorized to return security nor approve condition of vessel or gear. All issued items on your rental agreement will also be counted and inspected at cleaning/inspection. Our lifevests are labelled MBR. Substitutions and left items will be discarded.
- **YOU MUST:**
  - Please arrive 10 minutes earlier than scheduled times to video your rental to include all issued items, exterior, motor, interior.
  - RENTER MUST BE PRESENT TO PICKUP AND RETURN BOAT. Launch Checklist and final signatures will be signed at launch.
  - Renter & operators must be at least 25 years old and provide valid ID.
  - Renter to Provide a valid major credit card at delivery to have on file for gas refill, delivery surcharge, and any damages exceeding security deposits. Refusal to provide this information nullifies your rental and it will be returned to the yard. You will be charged the full rental amount to include delivery and any add-ons, any added expenses arising out of your rental.
  - Complete our Watercraft Rental Agreement and Launch Checklist.
  - **Complete an inspection of the boat and safety instruction we call 'Boat and Safety Review'. All Rental drivers MUST also be present at launch for mandatory Boat and Safety Review. No exceptions. PRIOR BOATING EXPERIENCE REQUIRED!**
  - 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 and BOAT-ED.COM to review boating and safety. Maine does not require a boating safety card OVER 25 YEARS OF AGE but accepts nationally accredited boating safety courses from all other states.
  - Know your docking address at boat launch and keep boat safe in ALL weather until returned to MBR.
- **DOCKING AND NO MOORING, EARLY PICKUPS**
  - DO NOT BOAT nor KEEP BOAT STORED IN ROUGH WATERS. Watch the weather and ask for early return if needed. You accept responsibility at all times to keep boat undamaged in navigable tranquil-moderate waters on a dock with adequate length and protection.
    - a. If you are renting a cabin, **not all docks are usable for boats.** Know your dock and your lake! Rent a slip, dock in a cove, ask a neighbor with a dock to use temporarily, choose a different lake, put on trailer. You have options.
    - b. Ask cabin owners before renting questions regarding: access or dock length & height from water line, has there been previous damage at dock/lake or waves that frequently rock boat, underwater hazards near dock or enroute to launch location (rocks, low waterline), where is launch location (private launches must have 60' of clear access for our trucks and boat length), lake hazard locations and if they're well marked. **On Pushaw, Sebago or Moosehead Lake: you must dock in a tranquil cove or trailer boat daily. MBR will leave trailer with renter to secure vessel without trailer fee. Come prepared with tow vehicle and 2" ball on hitch, trailer lock. Refusing MBR trailer at launch will not remove responsibility of renter to remove vessel from lake during a weather event/storm via local hire or otherwise. No mooring use allowed.**
- **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 and loaded on trailer; placing a pickup call will not cancel responsibility. Do not tie our boats to a dock or tree and consider it returned! Rescheduling, driving time, traffic, and driver availability take time. You must update us to accurate conditions of vessel so we arrive with adequate equipment and personnel. No credit will be given to early returns. Enlist neighbors to help you, local marina, water tow, other boaters as needed.
- **Dock:** Always position front of boat towards incoming waves and keep un-abrasive docking conditions. Emergency Mooring in Tranquil Waters only: boat should rotate with front into waves, always attach to front of hull metal clip called the bow eye. Keep water out of boat hulls, battery, motor, and electronics. Boat should be positioned to float AWAY from dock, not into dock nor under dock, change boat docking accordingly with the current and check consistently that damage is not occurring. Fenders to be used every time and secured in place prior to dock approach. Drivers, do not ram docks or slide into docks. This causes instant damage. Boat should only be in contact with water at all times. Use hullhuggers on docks to protect vessels.
- **ALL MECHANICAL ISSUES MUST BE IMMEDIATELY REPORTED TO US UPON DISCOVERY. MBR AUTHORIZATION REQUIRED FOR ALL REPAIRS!**
- **GAUGES, RADIOS, LIGHTS & TROLLING MOTORS ARE A COURTESY AND BOATS WILL NOT BE SERVICED MID-RENTAL FOR THOSE ITEMS.** Ropes and towables will not be re-issued mid rental unless you are within 15 miles. For ropes only: If failure is from season's wear, you may also purchase another rope during your rental, which we will purchase back from you with receipt. Caution that ropes also have weight limits, especially under drag from tow! There will be no discounts or refunds on boat rental due to faulty or forgotten add ons or ropes. For any MBR forgotten items, we reserve the right to issue credit for add ons only or replace items.
- **WE PROVIDE:** A safe and clean watercraft with safety equipment and life jackets. Boat and buoy instruction along with a free demo ride upon request. Full tank of gas, 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. Ski boats do not have gas gauge, just estimate gauge according to past usage!
- **VESSEL SECURITY DEPOSITS AND CANCELLATIONS: WE HAVE A VERY LIMITED SEASON... ONLY RESERVE DATES YOU KNOW YOU CAN MAKE!**
  - Security is labelled on each item and is payable in check/cash at pickup if you have paid rent upon reserving. Check or cash will be deposited and is not part of rental amount. For rents paid at launch, security is due by mail within 7 days of reserving. Renter must also have valid credit card (not AMEX) on file for security and rental repair estimates and expenses exceeding deposited security. Renter must have ability to pay for any and all damages resulting from your rental immediately, loss of use due to lack of payment. Rental payment: Reservation is contingent and in effect upon funds clearing.
  - **Cancellations:** If cancelling within 2 days of making reservation, cancellation fee is full rental amount less 10% for admin/merchant fees. Rental amount is 50% non-refundable if over 45 days from original or earliest start date, and non-refundable 45 days and under from original or earliest start date. If using card pre-authorization as security, the card will be charged the full rental amount upon cancellation. MBR reserves the right to cancel order or raise security amount required. \$50 Change fee applies to all boat changes and date changes. MBR will use original or earliest reservation dates to determine cancellation fees.
- **You are responsible** for any loss or damages resulting from your rental, including rental loss days from extended repair or complete boat loss, losses due to non-payment for repairs. Some damage may not take the boat out of service for immediate repair, but MAY result in end of season repair or repairs made prior to next Season subject to weather, material and service availability.
- **DELIVERY, LATE FEES, AND USAGE:**
  - Towables may not be suitable for all boats and performance is subject to weight aboard and distribution, and size of boat.
  - Know your lake depths and restrictions, public launch accommodations, sufficient water for launching and re-loading onto trailer prior to reserving and again at least 1 day prior to launch or pickup date. If your lake's launch is inadequate for safe launch/retrieval: you will be charged full rental plus any days needed to recover vessel, all MBR damage to truck, trailer, equipment, vessel, added delivery costs and loss of rental income.
  - Rental day is defined as a calendar day regardless of start time or return time or weather.
  - Minimum rental days are assigned to each boat subject to MBR business needs. After June, minimum days may be reduced by MBR to fill in dates. If you choose less than minimum days or later adjust your reservation, you will be charged for minimum days according to date you reserved and minimum requirements at that time.
  - Watercraft may be same or similar to picture due to availability. Vessel availability is contingent upon previous renter's care.
  - All watercraft, towables, trailers are used at operator's risk and insurance coverage. **NO INSURANCE IS PROVIDED BY MAINE BOAT RENTAL! IF trailering vessels, Renter must provide proof of current vehicle insurance.**
  - **Delivery charges are based on costs. Delivery surcharges may apply and would be charged at end of rental.**
  - **No dogs or paws allowed on rentals. Cleaning fee (\$100) and all vinyl repairs will be charged upon inspection with evidence of paw indents, tears and hairs. Double cleaning fee may apply for additional labor and material.**
  - **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. This also applies to parking under sapping trees.**
  - Boats may not be moved from lakes they are delivered to by Maine Boat Rental, UNLESS removing for storm/damage prevention.
  - **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. For deliveries requesting trailer also be left with boat to secure vessel, there will not be a fee.**
  - MBR is not responsible for loss of use due to weather, illness, equipment exchange, changes in plans, operator error, early returns. Any swaps due to operator error will incur trip charges and additional costs due to lost rental.
  - **Vessels: For customer late arrival or late return of equipment, late charge is \$100/hour or portion of hour (starting at 15 min) for equipment and labor fee.** Please be on time or earlier than scheduled time with all original rental items issued to you. Verify all items are aboard before leaving your dock noted on paperwork! When you are late, it results in us rescheduling many drivers and arriving late on others. SUPS: Late return \$100 flat fee+ per day plus loss of revenue due to return not being made as planned.

**I HAVE READ AND AGREE. I AGREE TO TERMS AND AGREEMENT:**

**SIGN**

**SIGN**