

Defined Words: In this agreement:

- “I” and “me” mean the Renter
- “You” means Maine Watercraft Rentals Inc.
- “Maine Watercraft Rentals Inc.” means Maine Watercraft Rentals Incorporated, a Maine Corporation.
- “This Agreement” means this Watercraft Rental Agreement, the attached Transit Addendum (if applicable), and all other attachments.
- “Watercraft” means the watercraft described above and all attached equipment and accessories.

Agreement and Resolution: You, I and the other Approved Operators agree to all of the provisions of this Agreement. I represent to you that all of the information in this Agreement is true and correct.

Rental: I agree to rent the Watercraft from you, and you agree to rent the watercraft to me, for the rental term described on the front of this document. You have delivered the Watercraft to me, and I have inspected and accepted the Watercraft. By the check-in time at the end of the rental term, I will return the Watercraft to you at the rental location in good clean seaworthy and undamaged condition. I will return the Watercraft with the same stores and amount of fuel onboard, or I will pay you at your request for any shortages at your retail prices.

Payment: At your request, I will pay you the Rental Charge and Security Deposit described above, all charges on the Watercraft Check Out/In Sheet, and all other fees and charges under this Agreement. If I do not return the Watercraft on time, at your request I will pay you late fees as agreed upon the front of this form.

Security Deposit: I give you a security interest in the Security Deposit to secure all obligations of the Approved Operators in this Agreement. You may use the Security Deposit to pay any of the obligations in this Agreement. You will return the remaining amount of the Security Deposit, without interest, to me after you have deducted all amounts necessary to pay the obligations under this Agreement. The Security Deposit does not excuse an Approved Operator from any obligation under this Agreement.

Inspection and Damage: I have inspected the Watercraft, and the Watercraft is acceptable and suitable for the rental. I am liable for all loss and damage to the Watercraft from any cause. If the Watercraft is lost or damaged, I will pay you at your request to replace or repair the Watercraft to be determined in your sole discretion.

Good Faith and Fair Dealing: In performing this Agreement, you and the Approved Operators will use good faith and deal fairly.

Cancellation: You may cancel the rental if:

- Any Approved Operator fails to comply with any provisions of this Agreement; or
- Any representation of any Approved Operator is untrue; or
- The Watercraft is damaged; or
- You determine that the rental should be cancelled because of any natural cause, medical problem, safety problem, or other problem.

If you cancel the rental, I will return the Watercraft to you, you may take possession of the Watercraft, you may enforce your other rights and remedies, and the other provisions of this agreement will still be in effect. Also, because of any natural cause, medical problem, safety problem, or other problem, at your request the Approved Operators will stop any activity in the use of Watercraft, and you may refuse or terminate the participation of any person who you feel is not able or willing to properly participate in any activity in the use of the Watercraft. The Approved Operators agree that you have the right to do this for the safety and protection of me, the Approved Operators and other persons, and for the proper use and protection of the Watercraft.

Owners Interest: I understand and agree that Maine Watercraft Rentals Inc. owns the watercraft, and that you are leasing the Watercraft, and that you are leasing the Watercraft from Maine Watercraft Rentals Inc. or someone else under a lease (called the “Dealer Lease”). I agree that my right and interest in the Watercraft is subject to Dealer Lease and is subordinate to Maine Watercraft Rentals Inc.’s right and interest in the Watercraft is no greater than your right and interest under the Dealer Lease.

INDEMNIFICATION AND RELEASE. THE APPROVED OPERATORS REALIZE THAT THERE ARE CERTAIN HAZARDS RELATING

TO THE USE OF THE WATERCRAFT. THE APPROVED OPERATORS RELEASE YOU, MAINE WATERCRAFT RENTALS INC., AND ALL OF YOUR AND MAINE WATERCRAFT RENTALS INC.’S EMPLOYEES AND AGENTS, FROM ALL CLAIMS, DEMANDS LOSSES, DAMAGES, ACTIONS ATTORNEYS’S FEES AND EXPENSES, RELATING TO THE USE OF THE WATERCRAFT. TO THE EXTENT NOT COVERED BY YOUR OR MAINE WATERCRAFT RENTALS INC.’S INSURANCE, I WILL DEFEND AND INDEMNIFY YOU, MAINE WATERCRAFT RENTALS INC., AND ALL OF YOUR AND MAINE WATERCRAFT RENTALS INC.’S EMPLOYEES AND AGENTS FOR ALL CLAIMS, DEMANDS, LOSSES DAMAGES ACTIONS ATTORNEYS’ FEES AND EXPENSES RELATING TO THE USE OF THE WATERCRAFT. TO THE EXTENT PERMITTED BY LAW, YOU, MAINE WATERCRAFT RENTALS INC., AND YOUR AND MAINE WATERCRAFT RENTALS INC.’S EMPLOYEES AND AGENTS WILL NOT BE LIABLE FOR ANY OTHER CONSEQUENTIAL, INCIDENTAL OR OTHER DAMAGES RELATING TO THE USE OF THE WATERCRAFT.

ASSUMING RISK. TO THE EXTENT PERMITTED BY LAW, THE APPROVED OPERATORS ACCEPT AND ASSUME THE RISK OF PERSONAL INJURY, ACCIDENTS AND ILLNESS OF THE APPROVED OPERATORS AND OTHER PERSONS. THIS INCLUDES BUT IS NOT LIMITED TO SPRAINS, TORN MUSCLES AND LIGAMENTS, FRACTURED OR BROKEN BONES, EYE DAMAGES, CUTS, WOUNDS, SCRAPES, ABRASIONS, CONTUSIONS, DEHYDRATION, DROWNING, OXYGEN SHORTAGE, EXPOSURE, HEAD, NECK AND SPINAL INJURIES, BITE OR ATTACK BY ANIMAL, INSECT OR MARINE LIFE, ALLERGIC REACTION, SHOCK, PARALYSIS, AND/OR DEATH.

NO WARRANTY. I AM RENTING THE WATERCRAFT “AS IS”. YOU ARE NOT MAKING ANY EXPRESS OR IMPLIED WARRANTY OR THE WATERCRAFT. YOU ARE NOT LIABLE FOR ANY LOSS FROM ANY DEFECT IN THE WATERCRAFT. YOU DID NOT MANUFACTURE THE WATERCRAFT. YOU ARE NOT MAKING ANY REPRESENTATION, WARRANTY OR AGREEMENT, EXPRESS OR IMPLIED, REGARDING THE CONDITION, QUALITY OR SUITABILITY OR FITNESS OF THE WATERCRAFT. TO THE EXTENT PERMITTED BY LAW, YOU WILL NOT BE LIABLE FOR DAMAGES, INCONVENIENCE OR TIME LOST DUE TO ACCIDENT, BREAKDOWN OR MALFUNCTION OF THE WATERCRAFT.

Operation of Watercraft: Each Approved Operator represents to you and agrees that:

- Each Approved Operator is at least 21 years old. Except for the Approved Operators, no other person may operate the watercraft.

- No one will operate the Watercraft while under the influence of alcohol or drugs or the other impairment. No one will smoke on board the Watercraft. There will be no grilling or cooking on the Watercraft.

- Each Approved Operator will comply with all federal, state and local laws. The Approved Operators will pay all fines relating to the use of the Watercraft.

- Each Approved Operator will comply with all no-wake rules and all environmental and endangered species rules. Maine Law states no operations of a vessel shall exceed headway speed within 200 feet of the shoreline.

- No more than the number of persons approved by the Coast Guard and other rules shall ride the Watercraft at any time. The weight limit for the watercraft will not be violated. The Watercraft must be equipped with a Coast Guard certified life vest for each person aboard, and all children 16 years of age and under will wear a Coast Guard certified life vest in the Watercraft at all times.

- The Watercraft will not be operated within 100 yards of a U.S. Navy vessel. The Watercraft will be operated

at the minimum speed within 500 yards of any U.S. Navy vessel.

- No one will transport the Watercraft more than 20 miles from where it is rented.

- The Watercraft will only be operated within the inland lakes, rivers, tributaries, and coastal waters of Maine (not more than 3 miles off shore).

- No person or object may be towed by the Watercraft except for waterskiing, tubing, wakeboarding, and knee boarding. Barefooting, air chairs, parasailing, and other towing are prohibited.

- The Watercraft will only be used for recreational purposes. The Watercraft will not be used for business or commercial purposes.

- Each Approved Operator will operate the Watercraft in accordance with all the safety rules.

- Each Approved Operator is experienced and capable in all aspects of operating and towing the Watercraft.

- If there is an accident or loss, I will immediately contact the police department, and I will give you a completed incident report.

Insurance- Maine Watercraft Rentals Inc. has purchased watercraft liability insurance only for Maine Watercraft Rentals Inc. I will check with my home owner’s insurance company regarding my liability coverage. Most insurance companies cover liability on rentals of watercraft that are under 25hp and less than 26 ft. There is no insurance to cover my use of the vessel and any damage I cause to the vessel. I am 100% responsible for repairing any damage to the vessel or replacing the vessel if I destroy it.

Personal Information- You may share any information about the Approved Operators with Maine Watercraft Rentals Inc. and anyone who leases any of the Watercraft to you. This information includes but is not limited to the information in this agreement and any driver’s licenses, insurance and mother vehicle report on each of the Approved Operators.

No Transfer- I cannot transfer any of my rights or interest under this agreement. Any transfer is void.

Void Provisions- If any provision of this agreement is void, it will not affect the rest of this agreement, and the rest of this agreement remains in effect.

Waiver, Change and Termination-No provision of this agreement can be waived, changed or terminated, except in a writing signed by you and the Approved Operators.

Court Jurisdiction and Venue-You may sue any Approved Operator in any court in Maine where I am renting the Watercraft. No Approved Operator will sue you, Maine Watercraft Rentals Inc., or any of your Maine Watercraft Rentals Inc. employees or agents in any other state.

Heirs and Representatives- This agreement binds the parties who sign this agreement and their heirs, representatives, successors and assigns.

Governing Law- This agreement is governed by the internal laws of the State of Maine.

Copy of Agreement-I have received a fully completed copy of this agreement.

CREDIT CARD- IF I AM CHARGING ANY PAYMENT UNDER THIS AGREEMENT TO MY CREDIT CARD, YOU MAY CHARGE MY CREDIT CARD FOR ANY OTHER AMOUNTS THAT I OWE YOU UNDER THIS AGREEMENT.

Maine Watercraft Rentals Inc. Copyright 2007

8 Austin Lane - Rockport,
Maine 04956 – 207-236-6369