

Equipment:

Dates to be Rented from _____ to _____ Return time _____ Number of people _____

Number of life jackets _____ Dock Lines 2 _____ Anchor & Line _____ Fire Extinguisher _____

Full Gas Tank _____ Paddle _____ Sponge _____ Boat ID # _____

Motor ID# _____

Lessee to read all pages of this agreement and initial each clause before signing this document.

In consideration of this agreement herein, Sebago lake Boat Rentals LCC (herein after referred to as the LESSOR) agrees to lease to the undersigned (herein after referred to as the LESSEE) the craft and the equipment described herein. In the event the craft is not returned at the time specified herein, said LESSEE agrees to pay for overtime at the rate of \$50.00 per each half-hour. **Initial** _____

I am aware that using and transporting a boat exposes me to certain hazards, including but not limited to: 1) Death or injury, illness, or medical emergency, including the risk of drowning; and 2) damage to, loss or theft of equipment or other personal possessions; and 3) injury to third persons and damage to their personal possessions. For the consideration of the use of boat and equipment described herein from Sebago Lake Boat Rentals, LLC, I hereby release, indemnify and hold harmless Sebago Lake Boat Rentals, LLC from liability, causes of action, claims, demands, and costs, or debates of any kind or nature, incurred or arising from or out of my or other's use of the boat and equipment described herein, whether brought by me, my heirs, executors or assigns, or by any third persons.

I do further release and hold harmless Sebago Lake Boat Rentals, LLC, for any act or failure to act, whether negligent or otherwise, of it, any member, employee, agent, or other representative of Sebago Lake Boat Rentals, LLC. I am experienced with the use of boats and with the risks associated with their use. I assume the risks of use of and transport of the boat and equipment described herein, to be used by me, and all the hazards and dangerous conditions associated with its use and transport. This boat and equipment described below is for my own use and I will not allow others to use any of it **Initial** _____

The LESSEE certifies that HE/SHE has examined the craft and equipment and finds it acceptable and suitable for the purpose for which it has been leased. That He/She will operate the craft in accordance with all safety rules and regulations per the state of Maine and Sebago Lake Boat Rentals, LLC, and further certifies that He/She has read and understands said rules and regulations. That He/She will require that a lifejacket be worn by all persons using the boat at all times. **Initial** _____

LESSEE agrees to report any accidents, malfunctions or breakdowns, as per the clause, which follows.

Initial _____

This certifies that I (WE), the LESSEE(S) am/are experienced and capable in all aspects of the handling and operation of the craft such as the one rented above. LESSEE agrees said craft will not be occupied by a greater number of persons than is shown in this rental agreement. LESSEE(S) am/are aware of the NO WAKE areas and am/are responsible for any damage caused by not adhering to NO WAKE areas

Waterskiing, towing and/or night operation of rental boat and equipment is forbidden. No exceptions;

LESSEE is LIABLE **Initial** _____.

I authorize and allow Sebago Lake Boat Rentals, LLC to charge LESSEE for any damages or loss of equipment. Boat rental price does not include refueling. Boat MUST be returned full of fuel. **Initial** _____

A major credit card authorization or cash in the amount of four hundred dollars (\$400.00) shall be retained by the LESSOR as partial

compensation for failing to return said rental craft in as good condition, ordinary wear and tear excluded, as when received; for reimbursement of articles damaged, missing or broken; or to be applied to the rental charges upon return of craft by LESSEE. **Initial** _____

LESSEE agrees not to use, nor permit the use:

- A. of the rental craft for any unlawful purpose;
- B. of the rental craft in a careless or negligent manner;
- C. of the rental craft under the influence of liquor or narcotics; or any other drugs
- D. by any other person not the signatory of the agreement, or not equally qualified.
- e. of the rental craft after dark.
- f. any persons under the age of 21.

LESSEE acknowledges his/her responsibility for the safe and proper operation of the craft; and for the safety and welfare of other boaters, persons and passengers. It is AGREED AND UNDERSTOOD BY LESSEE that the LESSOR shall not be held liable for damages, inconveniences or time lost caused by accident, breakdown, or malfunction of rental craft. LESSEE FURTHER AGREES to indemnify and hold harmless the

LESSOR and its agents, affiliates and personnel from, and against any and all claims for loss of or damage to property or injury to persons (including death) resulting through the use, operation or possession of said rental craft.

LESSEE further agrees to hold the LESSOR harmless should loss or damages that occur to any of LESSEE'S personal property while carried in, or on, the rental craft, including loss or damage by fire, water, theft, or any other causes whatsoever. **Initial**_____

LESSEE expressly agrees to indemnify and hold LESSOR and its agents, affiliates and personnel, harmless of, for and against any and all loss, cost, damages, attorney fees and/or liability in connection with the enforcing of the forgoing rental contract by LESSOR, including expenses incurred in connection with attempting to collect delinquent rent and in the event of suit by Lessor, to recover possession of said rental property and/or to enforce any terms, conditions and /or provisions hereof. It is understood and agreed that the venue of any action hereunder shall be in the county of LESSOR. **Initial**_____

In the event of malfunction, breakdown, or if any defect is discovered after acceptance of the rental craft, the LESSEE will immediately report it to LESSOR. Continued use of rental craft shall be entirely at the LESSEE'S risk and thus LESSEE assumes all liability of injury and damage to all persons and property that may become involved by its continued use. **Initial**_____

LESSOR'S ability to provide a rental craft if reserved, is contingent on and subject to the return of the unit by the previous lessee, or any other cause beyond LESSOR'S control. **Initial**_____

Should any term or condition of rental agreement be held void or unenforceable, then that term shall be deemed served from this agreement and the unenforceable, then that term shall be deemed served from this agreement and the enforceability and the remainder shall not be affected and will remain in full force and effect. **Initial**_____

THE TERMS AND CONDITIONS OF THIS CONTRACT CONTAIN THE ENTIRE UNDERSTANDING BETWEEN LESSEE AND

LESSOR AND NO OTHER REPRESENTATION OR INDUCEMENT, ORAL OR WRITTEN, HAS BEEN MADE WHICH IS NOT INCLUDED IN THIS RENTAL AGREEMENT.

I (We) have read all pages of the agreement and fully understand the terms and conditions as set forth in this agreement; That I (We) acknowledge receipt of a copy of this agreement.

LESSOR: Sebago lake boat rentals, LLC _____ Date _____

LESSEE _____ Date _____