

Pick-Up Date & Time:

Drop-Off Date & Time:

## 2017 Watercraft Rental Agreement

This Rental Agreement ("Agreement") is made and entered into on \_\_\_\_\_, between or among the parties and upon the terms and conditions as set forth below.

### SECTION 1: PARTIES

#### SECTION 2: DEFINITIONS

As used in this agreement, the following words and phrases shall have the following meanings unless the context clearly indicates that different meaning is intended:

"Rental Fee" The agreed upon Rental fee is \$ \_\_\_\_\_ per \_\_\_\_\_.

"Rental Period" The agreed upon Rental Period is \_\_\_\_\_.

"Operator" or "Captain" refers to the Renter, who must also be the person engaged in the operation of the rented watercraft, and party to this Agreement.

"Watercraft" means any motorized boat owned and maintained by the Marina which is being licensed to the operator pursuant to the terms of this agreement.

"Water Devices" means any water skis, wakeboards, kneeboards, tubes, or any other water-play equipment.

### SECTION 3: PAYMENT AND FEES

**Rental Payment:** All rental fees for the watercraft **must** be paid prior to pick-up.

**Form of Payment:** Payment of rental fee may be made by Cash, Check, Visa, MasterCard, or Discover. A Copy of a Valid Visa, MasterCard, or Discover is required, even if it is not used as a form of payment.

**Late Fees:** All watercraft late for drop off will be charged a minimum of \$100.00 and an additional \$100.00 per hour thereafter.

**Gas:** Fuel charges are **NOT** included in the rental fee. Boats leave the dock full of fuel and Renter is responsible for refueling Watercraft at the end of the rental period. **If the renter does not fill the watercraft prior to returning, the tank will be filled at the Marina fuel dock at the current price and customer will be charged accordingly.**

**Cancellation Fees:** Cancellations or changes (5) days or less before the reservation pick-up will be assessed a \$50.00 re-booking/cancellation fee. **At the time we receive your rental down payment, your reservation is confirmed.** No-shows, late arrivals, or early departures are not eligible for refund.

**Watercraft Emergency:** Should the Watercraft have a mechanical problem the Marina has 24 Hours to provide a replacement. If the Marina is unable to provide a replacement, then a refund will be provided, for the remaining rental period that the renter is without a watercraft.

#### SECTION 4: INSURANCE AND LIABILITY

I understand and acknowledge the following:

- The Marina does not provide operator insurance to cover the risk of property damage, personal injury and/or death that may occur during the rental period.
- If I do not have insurance to cover such risks as included above, it is my duty to inquire whether such insurance coverage is available and if I desire such coverage, obtain such coverage before I agree to board the Watercraft.
- Any insurer who may provide coverage for me or others on the Watercraft has no right of subrogation against the Company.
- **Operating Watercraft under the influence of drugs and alcohol will result in confiscation of the Watercraft and cancellation of this rental agreement.**
- **EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY:** I agree to assume responsibility, **even those risks arising out of negligence by the Marina, other passengers, riders, and /or all participants on the Watercraft.**

Participation in boating activity is purely voluntary. **I assume full responsibility for myself and all passengers on the Watercraft, including any minor children, for any bodily injury, accident, illness, paralysis, death or loss of personal property** even if caused, in whole or in part by the negligence or other fault of the Marina, its officers, directors, employees, agents, subsidiaries, legal representative and assigns.

By signing this document I acknowledge that if anyone is hurt or property is damaged while I am using the Watercraft, or during my presence on or use of the Watercraft or Marina's equipment, facilities, premises or services, I may be found by a court of law to have waived my right to maintain a lawsuit against the Marina on the basis of any claim, including subrogation, from which I have released it herein. This includes claims against the Marina as solely or partially negligent or otherwise at fault with respect to such damage, injury or death.

I expressly agree that in the event other provisions of this Agreement are deemed invalid, void, unenforceable or inapplicable, and even if Marina or its agents or employees are found to solely or partially negligent or otherwise at fault, Marina's liability, including claims of subrogation, for loss or damage to any person(s) or the Watercraft arising out of or relating in any way to this agreement shall be limited to a maximum amount of liability of no more than the amount paid to rent the Watercraft or \$1,000.00, whichever is greater.

## **SECTION 5: SAFE OPERATION AND COMPLIANCE**

**I agree that if I am arrested for driving under the influence of intoxicants, or allow anyone else under the influence who has not signed this agreement to operate the Watercraft, I agree to pay any and all additional charges incurred by the Marina that may arise from said arrest or intoxication.**

**Licenses:** A New Hampshire boating license or temporary boating certificate is required for every operator of the boat. Licenses from other states are up to the discretion of the Department of Safety. All licenses from other states will be provided to Melvin Village Marina, Inc.

**Age Restrictions:** The Captain must be at least 18 years of age, hold a valid US Driver's License, and have a valid Visa, MasterCard, or Discover.

**Water Devices:** I also acknowledge and agree that if I have also rented Water Devices I have had the opportunity to ask the Marina any questions about said device.

I acknowledge, agree and represent that I am familiar with the safe operation of the watercraft rented and know all rules and practices applicable to the safe operation of the Watercraft. I have also read and acknowledged the safety concerns provided by the Marina.

I acknowledge and agree that a copy of the applicable state boating safety guide has been offered to me and I have had the opportunity to read and ask the Marina questions about the information provided.

I agree to comply with all federal, state, and municipal laws and regulations applicable to the use of the Watercraft subject to this agreement.

I will operate Watercraft in a safe and prudent manner.

I agree to wear a US COAST GUARD approved floatation device (life jacket) while riding the Watercraft, and I will also require all others aboard to wear a life jacket.

## **SECTION 6: ARBITRATION**

**I also hereby agree that any dispute , claim or controversy arising out of or relating to this Agreement must be settled by binding arbitration pursuant to the Rules and Procedure of the American Arbitration Association ("AAA") (or a different arbitration organization if Marina so chooses) then in effect in Carroll County, New Hampshire, United States.**

The parties also hereby waive their right to discovery (except as allowed under AAA Rules or the other arbitration organization's rules), a trial by jury, and the right of appeal that would normally apply to court proceedings and judgments. The substantive and evidentiary law applicable to all controversies decided by AAA shall be the Federal Maritime Law and Federal Rules of Evidence. This Agreement shall be enforceable and judgment upon any award rendered by any AAA Arbitrator may be entered by a court having jurisdiction.

**SECTION 7: Damages**

I understand that I am responsible for any and all damage to the watercraft during the rental period.

I will be allowed the opportunity to inspect the watercraft prior to the rental period.  
Melvin Village Marina, Inc. will inspect the watercraft upon its return.  
Damages will be billed at normal repair rates.

The renter authorizes Melvin Village Marina Inc. to charge any damages to the renter's credit card on file.

**SECTION 8: GPS Trackers**

Most Melvin Village Marina, Inc. watercraft are equipped with GPS tracking devices.  
These devices exist for the renter's safety and convenience.

Upon renter's request, the tracking device can be shut off for the rental period.

**SECTION 9: MERGER**

This constitutes the entire agreement and understanding between me and the Marina. I agree that this agreement is subject to and will be interpreted under the Federal Maritime Law. This agreement supersedes or replaces all previous agreements, discussions or understandings, whether oral or written between me and the Marina.

***I acknowledge and agree that I have had sufficient opportunity to read this entire document. I have read and fully understand it and agree to be bound by its terms.***

## Safety Hazards and Concerns

For your safety and the safety of others the Marina would like to remind you of common hazards for boaters, and other safety concerns to keep in mind during your rental period to keep you and your guests safe. The Marina is NOT liable for any injuries or losses resulting from, but not limited to the following conditions.

### **Renter agrees not to hold Marina liable for any and all injuries resulting from the following:**

- A. Rapidly changing weather conditions, including but not limited to rain, wind, snow, lightning, hail and excessive heat and sun;
- B. Rapidly changing water conditions, including but not limited to waves, currents, whirlpools, boat wakes, and cold water temperatures;
- C. Exposure or overexposure to cold (Hypothermia) or heat;
- D. Damage, injury or death as a result of contact with aquatic or land animals, fish, birds or reptiles, including but not limited to areas in and around Marina premises.
- E. Damage, injury or death as result of traversing in or around Marina's premises, including but not limited to docks, ladders, equipment on the premises, mud, steep slopes, cliffs and rocks;
- F. Injury or death as a result of ingesting fresh water or contaminated fresh water, drink or food;
- G. Personal injury, death or property damage due to collision with motorized or non-motorized vessels, being hit with vessel equipment, while launching, and landing on shore whether on land or dock, collision with natural or manmade debris;
- H. Muscular or skeletal injury, strain or damage due to physical exertion, especially , but not limited, to head, wrist, arm, shoulder, leg and back injuries;
- I. Lack of available life saving devices or services, or immediate medical attention, in case of injury;
- J. Injury as a result of lack of physical conditioning, existing diseases, conditions or ailments.
- K. Injury as a result of Renter acts or omissions, including lack of boating knowledge, experience or expertise and any false representations made regarding boating knowledge, experience or expertise;
- L. Injury or death as a result of being entrapped in the Watercraft or falling out of the Watercraft;
- M. Injury or death as a result of falling , capsizing, or being flipped or ejected into the water either intentionally or unintentionally, including while exiting or entering the Watercraft;
- N. Renter or other guests attempts to exceed their boating skills and/or using the Watercraft in a reckless manner;
- O. Failing to properly wear a flotation device;
- P. Failing to understand basic or other instructions provided by the Marina, its agents, guides or employees;
- Q. Vehicular or pedestrian accident while being transported or walking to or from the Watercraft or to and from the Company's facilities and equipment.