



BOAT RULES & RENTAL AGREEMENT

What you need to rent with us:

- Be at least 25 years old to rent/operate
- Signed Agreement below
- Signed Insurance Waiver (upon delivery)

Rules for the boat:

- No smoking or drinking while operating the boat
- No operating a half hour before sunrise or after sunset

Security Deposit:

- A \$750 security deposit per boat will be required.
- Your security deposit will be refunded at the end of your rental as long as the boat is free of damage and excessive trash

Prices do not include coverage for fuel, damage, or lost items.

Rental Agreement

Renter's First Name *

Renter's Last Name *

Renter's Phone *

Renter's Email *

Renter's Physical Address (Street, City, State, Zip)*

Renter's Drivers License Number and State *

ALL RENTERS/OPERATORS MUST BE AT LEAST 25 YEARS OF AGE WITH A VALID LICENSE

Driver's First Name *

Driver's Last Name *

Driver's Drivers License Number and State *

ALL RENTERS/OPERATORS MUST BE AT LEAST 25 YEARS OF AGE WITH A VALID LICENSE

****BOAT RENTALS WILL NOT BE ACCEPTED WITHOUT A VALID CREDIT CARD ON FILE. VISA AND MASTERCARD ONLY. WE DO NOT ACCEPT DEBIT CARDS.****

EVERYONE IN YOUR PARTY THAT WILL BE ON THE BOAT, WILL NEED TO SIGN A WAIVER FROM THE INSURANCE COMPANY.

DEPOSIT: Reservations require a deposit of \$750. Deposits are refundable as long as boat rentals are free of trash and debris and damage. **Should the rental be left dirty, this will be taken out of your deposit to cover the additional cleaning costs.**

CANCELLATION POLICY:

Less than 7 days notice: no refund.

7-14 day notice: 50% refund.

15-30 day notice: 25% refund.

31+ day notice: Full refund.

If you are booking your reservation on short notice (7 days or less before rental dates): you will have 24 hours to cancel and receive a full refund, after 24 hours your refund is forfeited.

_____ I have read and agree with the cancellation policy.

RENTAL FEES:

_____ Half Day Rental @ \$375 plus fuel and tax

_____ Full Day Rental @ \$450 plus fuel and tax discount for multiple days

Choose Boat Rental Option *.

_____ 18' Pontoon (6 persons)

_____ 23' Pontoon/Tritoon (8-10 persons)

_____ Boston Whaler (6-8 persons)

Rental Start Date and Time _____

Rental End Date and Time _____

RELEASE OF LIABILITY. PLEASE READ CAREFULLY AS THIS EFFECTS YOUR LEGAL RIGHTS.

In exchange for participation in the activity of boat rental organized by WAHSUP Boat Rentals LLP, of 134 S Main Street, Brewer, ME 04412, the LESSEE and all members of family/group agrees to the following:

LESSEE TO READ ALL PAGES OF THIS AGREEMENT AND INITIAL EACH CLAUSE BEFORE SIGNING THIS DOCUMENT.

In Consideration of the agreement herein, WAHSUP Boat Rentals LLP (herein after referred to as the LESSOR) agrees to lease to the undersigned (herein after referred to as the LESSEE) the craft and equipment described herein. In the event the craft is not returned at time specified herein. Said LESSEE agrees to pay for OVERTIME at a rate of \$50.00 per each half-hour.

Initial *

THE LESSEE CERTIFIES THAT HE/SHE WILL OPERATE THE CRAFT IN ACCORDANCE WITH ALL SAFETY RULES AND REGULATIONS AS POSTED ON THIS WEBSITE AND/OR ON THE WATERCRAFT, AND FURTHER CERTIFIES THAT HE/SHE HAS READ AND UNDERSTANDS SAID RULES AND REGULATIONS.

Initial *

LESSEE AGREES TO REPORT ANY ACCIDENT, MALFUNCTION OR BREAKDOWN OF RENTAL CRAFT TO LESSOR IMMEDIATELY.

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 that is shown in this rental agreement. I, the LESSEE(S) am/are aware of the NO WAKE areas and am/are responsible for any damages caused by my wake. I, the LESSEE(S) will not remove any equipment from Pushaw Lake and will operate that said craft only on Pushaw Lake in Maine and I/we have familiarized myself/ourselves with a chart of the area. WATER SKIING, TOWING, AND/OR NIGHT OPERATION OF RENTAL BOATS AND EQUIPMENT IS FORBIDDEN, NO EXCEPTION, LESSEE IS LIABLE.

Initial *

I authorize and allow WAHSUP Boat Rentals LLP to charge my credit card for any damages or loss of equipment. Boat rental price does not include refueling, oil, or tax. Boat must be refueled with WAHSUP Boat Rental gas cans only.

Initial *

The LESSEE acknowledges he/she will maintain both craft and equipment in a safe, dependable condition while they have custody.

Initial *

A major credit card authorization (Visa or MasterCard) 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 while under the influence of liquor or narcotics; or any other drugs
- d. By any other person not the signatory of the agreement, or named as driver;
- e. Of the rental craft after dark.

Initial *

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, inconvenience or time lost caused by accident, breakdown, or malfunction of the 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 occur to any 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, from and against any and all loss, cost, damages, attorney fee, and/or liability in connection with the enforcing of the forgoing rental contract by LESSOR, including expense 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 Venue and 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 it 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 upon and subject to the return of the unity by the previous lessee, or any other cause beyond LESSOR'S control.

Initial *

LESSOR reserves the right to cancel this rental agreement due to inclement or impending bad weather. Rental fees will be prorated based on time used.

Initial *

The rules and regulations contained herein and as posted in the office, on the craft, and/or on the grounds by the LESSOR are for the safety and welfare of all who use the facilities. The LESSEE certifies that he/she has read and understands said rules and regulations and further assumes the responsibility that his/her family and or guest(s) will obey the rules.

Should any term or condition of Rental Agreement be held void or unenforceable, then that term shall be deemed severed from this Agreement and the unenforceable, then that term shall be deemed severed from this Agreement and the enforceability and the remainder shall not be affected and will remain in full force and effect.

THE TERMS AND CONDITIONS ON BOTH SIDE OF THIS CONTRACT CONTAINS 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 ON BOTH SIDES; THAT I (WE) ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT.

_____ I've read and agree with The Rental Agreement above.

Renter Signature * _____ Date _____

Driver Signature * _____ Date _____