

MAINE ELECTRIC BOAT COMPANY RENTAL AGREEMENT

Article 1. General

1. Unless otherwise defined in these terms and conditions, all terms used shall the following definitions:

A. Maine Electric Boat Company (MEBC) – Owner and Lessor of vessels. User of these general terms and conditions.

B. Lessee – the person renting the boat - Each natural person who enters into an agreement with MEBC, or who receives an offer which is governed by these general terms and conditions.

2. These general terms and conditions are applicable to all MEBC rental agreements. The lessee's acceptance of an agreement without any comments is presumed to be an acceptance of these general terms and conditions.

3. Any deviation of these terms and conditions should be made clear in writing in advance. The applicability of any conditions of the Lessee is expressly rejected. Application of any conditions of the lessee is only possible if agreed in writing by both parties.

4. If a situation occurs that is not described in these terms and conditions, this shall be judged in the spirit of these general terms and conditions.

5. MEBC may amend the present conditions. Amendments shall also apply to agreements already entered to. MEBC shall announce any such amendments well in advance. The Lessee may terminate the agreement as per the date on which the amended conditions will take effect if the Lessee does not wish to accept such amended conditions.

Article 2. General rules.

A. MEBC rents out vessels. Lessee shall behave in accordance with these general rules and will always bear responsibility for the compliance by all passengers with all general rules. Should lessee (or any person in lessee's party) not comply with the general rules, MEBC is entitled to terminate the agreement with lessee with immediate effect. In such event, there will be no right of restitution for any amount paid.

Standard customers may rent a vessel without entering a membership.

1. General opening hours of MEBC are indicated on the website and are subject to change. During these opening hours, lessee can rent a boat immediately subject to availability.

2. MEBC reserves the right to apply special rate on holidays, weekends, as well as desirable hours such as sunset.

3. A lessee shall be 25 or older with a valid drivers license.

4. Vessels are suitable to carrying 4-8 passengers depending on the model.

5. Vessels may not be operated by anyone consuming or under the influences of alcohol and/or drugs. Passengers may consume alcohol, but the operator of the vehicle cannot consume alcohol.

6. Lessee shall not leave vessel unattended while the vessel is still activated.

7. Boating rules:

A. Safety above all else, never take risks.

B. Always stay on the right side of the channel and maintain such a speed that no unnecessary waves are created. Always abide by the maximum speed limits.

C. Commercial ships always have the right of way.

D. Make sure that other boaters can see which way you are going. Always be mindful of any oncoming traffic. Watch for swimmers in the water.

E. No Lessee (or member of the lessee's party) may operate a vessel while under the influence of alcohol and/or drugs.

F. Lessee may not moor the vessel to trees, under or at bridges and at places at which prohibition signs apply.

G. Residents on the shore should have their privacy respected.

Article 3: The rental period: beginning, extension, and end.

1. The rental period begins at the prior arranged time. A lessee who is not present at said time to collect the vessel is not entitled to compensation by the adjustment of the rental period to a later time.

2. If it is possible to extend the rental period, a text message will be sent to the lessee with instructions about 1 hour before the return is scheduled. Should an extension be possible (MEBC is entitled to refuse extensions) the proposed rate (on the text message) applies. MEBC will then extend the rental period to the time as requested and charge the credit card on file. If the lessee does not receive an offer to extend, the boat is deemed not available and must be returned as scheduled.

3. Should the lessee not return the vessel at the stipulated hour, all extra time will be charged with a double hourly regular rate. Lessee is also responsible for reimbursement of all damages incurred by MEBC because of the late return of the vessel.

4. Lessee will return the vessel clean and without garbage to MEBC at the end of the rental period. Should the vessel be returned in a dirty condition, lessee may have to pay cleaning fees listed on the MEBC rules and safety regulations signed before departure.

Article 5. Obligations.

1. At the beginning of the rental period, MEBC will make sure that the lessee has control of said vessel. MEBC will make sure that the vessel is in appropriate condition and the safety features as agreed on are available. MEBC vessels will be suitable for their intended use.

2. MEBC will also make sure the vessel is properly insured (third party insurance, body, theft) for the area in which the vessel will be used according to the agreement.

3. The lessee is not allowed to surrender the vessel to a third party. The lessee will remain responsible at all times until the vessel is moored at the landing at MEBC. Should the vessel be, either activated or not activated, be moored or left behind somewhere other than the landing, the full deposit or hold will be kept. Any other costs will be recovered from the lessee as well.

4. Lessee will abide by all applicable rules. Should the lessee not be aware of all sailing rules, lessee should contact MEBC. Lessee is assumed to have all skills necessary for safe boating.

5. Lessee will check prior to departure whether all necessary safety equipment is on board. Should this not be in order, lessee is to contact MEBC before departing.

6. The Lessee will take care of the vessel with due diligence and may only use it for the purposes suitable to the nature of the vessel. The Lessee may not make any adjustments to the vessel. Any repairs will be made by MEBC unless otherwise specified.

7. The lessee will use the vessel according to the directions and instructions given by MEBC. The lessee will be liable for all damages resulting from not (fully) complying with the directions and instructions provided by MEBC.

8. At the end of the rental period, the lessee will surrender the vessel to MEBC at the agreed place and time. The vessel, including its inventory, shall be returned in the same condition as it was at the beginning of the rental period.

Article 6: Deposit. A \$500 hold will be placed on the lessee's credit card as a damage deposit in the event the boat is not returned in the same condition as it was at the start of the rental period.

Article 7: Damage and Liability:

1. All vessels are insured for damage. The lessee will authorize a deposit/hold to MEBC to serve as a reimbursement.

2. In case of damage the lessee shall inform MEBC immediately. Should damage not be reported (immediately) the full deposit may be held back.

3. In case of non-fulfillment of those general rules by the lessee can lead to full liability for damages and any subsequent costs.

4. In case of recklessness, negligence, and/or the non-fulfillment of any directions by MEBC, the lessee may be held fully responsible for any subsequent damages without MEBC appealing to its insurance.

5. The lessee is liable for damage to the vessel as well as any damages caused by him or any member of his or her party to a third party within the rental period as far as these are not covered by the insurances.

6. The lessee is fully liable for all (subsequent) damage he or she causes should the use of the vessel outside the agreed upon boating area.

7. Should the vessel not be returned in the same condition as it was when it was collected, MEBC is entitled to have the vessel brought back to the same condition at the lessee's expense, unless said expenses are covered by MEBC's insurance, in which case the lessee is only due to pay the policy excess.

8. MEBC cannot be held liable for any personal injury or (subsequent) damage, regardless of the cause of said injury or damage, prior to, during, or resulting from the agreement between NEBC and the lessee, or the operation of the vessel by lessee, will indemnify, defend, and save harmless MEBC, its directors, shareholders, officers, agents and employees from any and all claims, costs, expenses, injuries, liabilities, losses and damages of every kind and description (including attorneys' fees incurred in the defense thereof) resulting therefrom or arising out thereof.

9. MEBC is not liable for the loss or damage to any items brought onboard the vessel by the lessee.

Signature of Renter (lessee) Date of rental
