

**MAINE SLINGSHOT RENTALS LLC AKA MSR  
WAIVER & RENTAL AGREEMENT (PG 1 OF 4)  
207.830.1650**

THIS AGREEMENT, **DATED** (IF LEFT BLANK, THEN DATE WILL BE RESERVATION START DATE) \_\_\_\_\_ BY AND BETWEEN:

MAINE SLINGSHOT RENTALS LLC, HEREIN REFERRED TO AS "MSR", AND, HEREIN REFERRED TO AS "RENTER" OR "CUSTOMER":

**RENTER:** \_\_\_\_\_ **CELL:** \_\_\_\_\_ **EMAIL:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RENTER(S) AND MBR IN CONSIDERATION OF THE MUTUAL COVENANTS HEREINAFTER SET FORTH AGREE AS FOLLOWS:

CUSTOMER AGREES TO ASSUME RESPONSIBILITY FOR: IN CONSIDERATION FOR BEING ALLOWED TO PARTICIPATE IN MAINE SLINGSHOT RENTALS LLC

ACTIVITIES THAT INCLUDE EQUIPMENT RENTAL FOR MYSELF, OR MY MINOR CHILDREN FOR WHOM I AM PARENT, LEGAL GUARDIAN, OR OTHERWISE LEGALLY RESPONSIBLE MINORS IN MY TEMPORARY CARE OR IMMEDIATE SUPERVISION, TO INCLUDE THOSE ADULTS AND MINORS ON OR AROUND THE RENTAL EQUIPMENT DURING MY RENTAL, WHETHER INVITED, UNINVITED, OR ACCIDENTAL, AND FOR MY HEIRS, PERSONAL REPRESENTATIVES OR ASSIGNS. \_\_\_\_\_ **INIT.** \_\_\_\_\_

ACKNOWLEDGEMENT OF RISKS: THE UNDERSIGNED ACKNOWLEDGES THERE ARE NATURAL HAZARDS AND RISKS RELATED TO THE OPERATION AND POSSESSION OF A SLINGSHOT AND POWERSPORTS ACTIVITIES. RISKS CAN BE VERY DANGEROUS AND INVOLVE RISK OF SERIOUS INJURY, DISABILITY, PARALYSIS, DISMEMBERMENT AND/OR DEATH. RISKS INCLUDE, BUT AREN'T LIMITED TO, TRAUMA, VEHICLE EJECTION OR ROLLING, COLLISION WITH ANOTHER VEHICLE WHILE DRIVING, COLLISION WITH VISIBLE OR NON VISIBLE HAZARDS, INJURIES OR ACCIDENTS INVOLVING CONTACT WITH THE VEHICLE, MUSKOSKELETAL INJURIES INCLUDING HEAD, NECK AND BACK INJURIES; EXPOSURE TO POTENTIALLY DANGEROUS WILD ANIMALS OR HAZARDOUS PLANT LIFE, PROLONGED EXPOSURE TO WEATHER, VEHICLE BREAKDOWNS OR INJURY AWAY FROM HELP OR PHONE SERVICE THAT CAN DELAY RESCUE OR MEDICAL SERVICE, DISORIENTATION, DEHYDRATION, AND WEATHER EVENTS THAT CAN DAMAGE VEHICLE, NAUSEA, MY OWN PHYSICAL CONDITION AND THE PHYSICAL EXERTION CAUSED BY THIS ACTIVITY. RISKS ARE NOT LIMITED TO THESE BUT ARE SERIOUS CIRCUMSTANCES THAT CAN RESULT IN DEATH TO YOU, ANOTHER ADULT OR A MINOR. \_\_\_\_\_ **INIT.** \_\_\_\_\_

ASSUMPTION OF RISK AND LIABILITY: I AGREE TO ASSUME ALL RISKS ARISING OUT OF THE RENTAL AND THOSE SURROUNDING AND AFFECTED BY THE RENTAL EQUIPMENT DURING MY RENTAL, WHETHER RISKS LISTED OR NOT, EVEN THOSE RISKS ARISING OUT OF THE NEGLIGENCE OF THE RELEASEES NAMED HEREIN. MY PARTICIPATION IS PURELY VOLUNTARY. I ASSUME FULL RESPONSIBILITY FOR MYSELF, OTHER KNOWN AND UNKNOWN ADULTS ACCESSING OR IN CONTACT WITH MY RENTAL EQUIPMENT DURING MY RENTAL, OR MY MINOR CHILDREN FOR WHOM I AM PARENT, LEGAL GUARDIAN, OR OTHERWISE LEGALLY RESPONSIBLE MINORS IN MY TEMPORARY CARE, MINORS IN MY IMMEDIATE SUPERVISION, TO INCLUDE THOSE ADULTS AND MINORS ON OR AROUND THE RENTAL EQUIPMENT DURING MY RENTAL, WHETHER INVITED, UNINVITED, OR ACCIDENTAL, FOR ANY BODILY INJURY, ACCIDENT, ILLNESS, PARALYSIS, DEATH OR LOSS OF PERSONAL PROPERTY OR LOSS OF INCOME, EVEN IF CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE RELEASEES NAMED BELOW, TO THE FULLEST EXTENT OF THE LAW. MAINE SLINGSHOT RENTALS MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED AS TO THE SAFETY, DRIVABILITY, QUALITY, OR MANUFACTURING AND IS PROVIDING THE EQUIPMENT "AS IS" WITH ALL FAULTS. THIS IS A DANGEROUS ACTIVITY AND CAN RESULT IN INJURIES THAT CAN BE FINANCIALLY DEVASTATING. IT IS MY INTENTION TO GIVE UP IMPORTANT LEGAL RIGHTS IN GOOD FAITH TO RELEASE MAINE SLINGSHOT RENTALS LLC OF ANY LEGAL RESPONSIBILITY IN RELATION TO MY RENTAL. \_\_\_\_\_ **INIT.** \_\_\_\_\_

INDEMNITY/ RELEASEES: AND THEREFORE THE UNDERSIGNED CUSTOMER ACKNOWLEDGES AFOREMENTIONED AND DOES AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE RELEASEES LISTED HERE TO FOREVER RELEASE AND DISCHARGE MAINE BOAT RENTAL LLC, THEIR PRINCIPALS, MANAGERS AND MEMBERS, THEIR INSURERS AND EACH AND EVERY LAND OWNER, MUNICIPALITY AND/OR GOVERNMENT AGENCY UPON WHOSE PROPERTY AN ACTIVITY IS CONDUCTED, RELATED FAMILY, HEIRS, AND PERSONS ON ITS BEHALF LIABLE AND CONNECTED TO THE RENTAL IN ANY MANOR INCLUDING MECHANICAL SERVICING, FROM ANY AND ALL LOSS, LIABILITY, CLAIMS, DEMANDS, DAMAGE, ACTIONS OR COST OF ANY NATURE THAT MAY ARISE OUT OF RENTAL, RENTER'S POSSESSION, USE, TRANSPORT, OR PARTICIPATION IN ANY WATERSPORTS, ACTIONS AND CAUSES ARISING FROM OR CONSEQUENTLY RESULTING FROM USE OF RENTED WATERCRAFT, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE INCLUDING ACTS OF GOD. CUSTOMER AGREES TO INDEMNIFY RELEASEES IN ANY AND ALL LEGAL ACTIONS THAT MAY GROW FROM THIS VOLUNTARY RENTAL AND PAY ALL ATTORNEY COSTS AND COURT COSTS IF RELEASEES ARE CAUSED TO DEFEND ITSELF AND/OR PURSUE COLLECTION. \_\_\_\_\_ **INIT.** \_\_\_\_\_

THE UNDERSIGNED AGREES TO OBEY ALL THE LAWS OF U.S.A. AND THE STATE OF MAINE AND TO PAY ANY FINES ASSESSED AGAINST THE UNDERSIGNED WHILE THE VEHICLE IS IN THE POSSESSION OF HIM/HER. I AGREE TO NOT EXCEED VEHICLE CAPACITY, AND TO WEAR DOT OR SNELL APPROVED HEAD PROTECTION. THIS IS AN INHERENTLY DANGEROUS ACTIVITY, NO INSURANCE PROVIDED. \_\_\_\_\_ **INIT.** \_\_\_\_\_

SECURITY: CREDIT CARD WILL BE KEPT ON FILE FOR BACKUP SECURITY. DEPOSITED SECURITY WILL BE USED FIRST FOR COSTS (EX. GAS REFILL, DAMAGE, LOST ITEMS, TOWING). ANY COSTS EXCEEDING THE DEPOSITED SECURITY WILL BE CHARGED TO CARD. YOU AGREE YOU ARE THE INDIVIDUAL OR WITH SAME PARTY THAT PLACED INITIAL SECURITY ON THIS VEHICLE FOR DAMAGES AT TIME OF RESERVATION OR OTHERWISE, WHICH WAS PRESENTED TO US IN THE PROCESS OF THIS RENTAL: \_\_\_\_\_ **INIT.** \_\_\_\_\_

# WAIVER & RENTAL AGREEMENT (PG 2 OF 4)

CONDITIONS OF EQUIPMENT RELEASE: THE UNDERSIGNED AGREES TO INSPECT THE VEHICLE AND ITS EQUIPMENT BEFORE LEAVING THE RENTAL FACILITY, PROOF OF ADEQUATE INSURANCE. VEHICLE WILL BE INSPECTED FOR DAMAGES UPON ITS RETURN AND THE UNDERSIGNED AGREES TO PAY FOR 100% OF SUCH DAMAGES WHICH ARE DISCOVERED. IF DAMAGE EXCEEDS COST OF VEHICLE OR LEAVES MSR WITH A LESS-DESIRABLE RENTAL, RENTER WILL BE RESPONSIBLE FOR IMMEDIATE PAYMENT OF REPLACEMENT VALUE AND AGREES TO PAY FOR LOST RENTS AND DOWNTIME AT DAILY RATE DURING SEASON. CUSTOMER IS RESPONSIBLE FOR PROPERLY SECURING VEHICLE AGAINST DAMAGE, REGARDLESS OF WEATHER OR ANY EQUIPMENT CONDITION. IF RENTER FINDS CONDITIONS ARE INADEQUATE TO SECURE VEHICLE, THEY SHALL CALL MAINE SLINGSHOT RENTALS AND RETURN VEHICLE PRIOR TO ANY DAMAGE OCCURRING. NO DOGS ON SLINGSHOTS, NOR PARKING UNDER SAPPING TREES. NO STAINING SUNTAN LOTIONS ARE ALLOWED DUE TO SEAT STAINING, USE TOWELS IF UNCERTAIN! RENTAL IS LIMITED TO SAFE WEATHER RECREATION AND NOT FOR CONSTRUCTION, COMMERCIAL USES, TOWING, OR HAULING. I AGREE I WILL CONTROL WHO IS ON AND AROUND THE VEHICLE DURING OPERATION AND WHILE PARKED TO KEEP VEHICLE CLEAN AND UNDAMAGED, FREE DAMAGE, AND TO MAINTAIN SAFE DRIVING GUIDELINES FOR THOSE ON AND AROUND THE VEHICLE. LATE ARRIVAL OR RETURN CHARGE OF \$100/HR. UNDERSIGNED AGREES THEY HAVE READ AND AGREE TO ALL TERMS AND CONDITIONS DETAILED ON OUR WEBSITE IN ADDITION TO THIS AGREEMENT. \_\_\_\_\_ INIT. \_\_\_\_\_ INIT.

**GAS TO BE RETURNED FULL: REFILL IS RENTER'S EXPENSE AND GAS WILL BE PUMPED AND TOPPED OFF BY RENTER AFTER EACH RENTAL. RENTER WAIVES RIGHT TO DISPUTE REFILLS UPON TAKING POSSESSION.** \_\_\_\_\_ INIT. \_\_\_\_\_ INIT.

**IMMEDIATE TERMINATION OF RENTAL IS NON-REFUNDABLE IN THE EVENT THAT MAINE SLINGSHOT RENTALS AT THEIR SOLE DISCRETION DETERMINES THAT RENTER, OR RENTER'S PARTY:**

- (A) HAS CREATED A DANGEROUS SITUATION THAT MAY HAVE RESULTED IN PROPERTY DAMAGE OR HARM TO PERSONS, OR
- (B) HAS NOT TAKEN ADDITIONAL PRECAUTIONS DURING A WEATHER EVENTS OF SECURING VEHICLE, SUCH AS MOVING VEHICLE TO TRANQUIL AREA OR RETURNING VEHICLE TO MAINE SLINGSHOT RENTALS
- (C) HAS NOT CALLED AUTHORITES AND MAINE SLINGSHOT RENTALS UPON FIRST NOTICE OF DAMAGE OR INJURY TO VEHICLE, PROPERTY, OR PERSONS.
- (D) IS OBSERVED OR REPORTED DRUNK OR IMPAIRED BY/TO MAINE SLINGSHOT RENTALS WHILE RECEIVING, DRIVING, OR TRAILERING MAINE SLINGSHOT RENTALS PROPERTY.
- (E) HAS NOT FOLLOWED THIS AGREEMENT OR MAINE LAW.
- (F) HAS CAUSED DAMAGE OR ADDED EXPENSES TO MAINE SLINGSHOT RENTALS AS A RESULT OF THEIR RENTAL, ATTITUDE, STATE OF SOBRIETY.
- (G) ARRIVED AT LAUNCH WITHOUT DRIVING EXPERIENCE, ADEQUATE INSURANCE OR UNDERAGE (25YRS+ REQUIRED).
- (H) IS IN DURESS OR WITH PASSENGER(S) IN DURESS OR UNCONTROLLABLE, UNABLE TO DRIVE SAFELY.
- (I) HAS USED VEHICLE OTHER THAN FOR RESERVED PARTY'S RECREATIONAL PURPOSES, SUCH AS: SHARING VEHICLE WITH COMMUNITY/CAMPS, TOWING ANOTHER VEHICLE, FILMING OR TV CREW USAGE, TRANSPORTING CONSTRUCTION MATERIALS, WILDLIFE MONITORING/TAGGING, STREET RACING. YOU MUST HAVE OUR WRITTEN APPROVAL.
- (J) ARE BEHAVING RUDE, HARRASSING, DEMEANING, AGGRESSIVE, CREATING SEXUAL COMMENTS AND ADVANCES, NON-RESPONSIVE OR UNWILLING TO COOPERATE OR TALK TO SPECIFIC PERSONNEL DURING INTERACTIONS WITH MBR.
- (K) STATES TO MAINE SLINGSHOT RENTALS PERSONNEL THAT THEY WILL NOT BE RETURNING VEHICLE AS MSR SCHEDULED. VEHICLE WILL BE REPORTED AS STOLEN, WITH INCURRED FEES RELATED TO YOUR RENTAL.
- (L) REFUSAL TO PROVIDE VEHICLE SECURITY OR PAY FULL RENTAL AMOUNT PER TERMS AND AS RESERVED.

**MSR MAY TERMINATE RENTAL IMMEDIATELY WITHOUT REFUND OF RENTAL MONIES OR REMAINDER OF RENTAL MONIES AND RENTER WILL PAY FOR ALL ADDITIONAL AND RESULTING EXPENSES/LOSSES IN RESCUE AND RECOVERY OF MSR PROPERTY, INCLUDING ADDITIONAL PERSONNEL AND VEHICLES REQUIRED TO RETRIEVE RENTAL, TO INCLUDE STATE FINES/FEES IF APPLICABLE.**

**MSR DOES NOT HAVE TO SEE THESE TERMINATING EVENTS FIRST HAND, AND WILL RELY UPON REPORTING FROM CITIZENS AND LAW ENFORCEMENT AS TRUE AND FACTUAL.** \_\_\_\_\_ INIT. \_\_\_\_\_ INIT.

**CUSTOMER HAS CAREFULLY READ ENTIRETY OF THIS AGREEMENT, VOLUNTARILY AGREES TO TERMS, SIGNS BELOW, AND APPROVES CREDIT CARD PURCHASE AND USE FOR ANY DAMAGE SECURITY HERE:**

PRINT NAME: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_  
INSURANCE POLICY#: \_\_\_\_\_ INSURANCE HOLDER: \_\_\_\_\_  
DRIVER'S LICENSE #: \_\_\_\_\_ STATE: \_\_\_\_\_ DOB: \_\_\_\_\_  
CREDIT CARD #: \_\_\_\_\_ EXPIRES: \_\_\_\_\_ CVV: \_\_\_\_\_  
CC BILLING ADDRESS: \_\_\_\_\_

PRINT NAME \_\_\_\_\_ SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_  
INSURANCE POLICY# \_\_\_\_\_ INSURANCE HOLDER \_\_\_\_\_  
DRIVER'S LICENSE # \_\_\_\_\_ STATE \_\_\_\_\_ DOB \_\_\_\_\_  
CREDIT CARD # \_\_\_\_\_ EXPIRES \_\_\_\_\_ CVV \_\_\_\_\_  
CC BILLING ADDRESS: \_\_\_\_\_

# WAIVER & RENTAL AGREEMENT (PG 3 OF 4)

## OOPS... LOST OR DAMAGED ITEMS

EXACT ISSUED/ RENTED ITEMS MUST BE RETURNED TO US. REPLACEMENTS ARE NOT ACCEPTED AND WILL BE DISCARDED UPON CLEANING, RESULTING IN A CHARGE FOR THAT ITEM(S). IT IS RENTER'S SOLE RESPONSIBILITY TO MAINTAIN, GATHER, AND RETURN THOSE ITEMS ISSUED/ RENTED TO THEM. YOU MAY OR MAY NOT HAVE THESE ITEMS AS PART OF YOUR RENTAL. REMOVEABLE ITEMS WILL BE NOTED ON YOUR RENTAL CHECKLIST AT TIME OF RENTAL.

LOST KEY FOB: \$500  
REPLACEMENT HELMET: \$400  
REPLACEMENT FRONT TIRE: \$800  
REPLACEMENT REAR TIRE: \$900  
REGISTRATION REPLACEMENT: \$60  
REPLACEMENT DECALS: \$200  
ADMINISTRATIVE FEE: TBD

BODY DAMAGE AND ANY OTHER REPLACEMENTS/ REPAIR TRIPS: TBD, CHARGES INCURRED FOR REPAIRS ARE BASED ON COSTS, LABOR AND MATERIALS.  
TIRE TREAD IS MEASURED AT THE BEGINNING OF EACH RENTAL, THE RENTER IS FINANCIALLY RESPONSIBLE FOR ANY TREAD LOSS MORE THAN 1/32": TBD  
EXCESSIVE CLEANING FEE: \$100/HR

- EXPECT THAT WE WILL EXPEDITE ANY MATERIALS NEEDED BY AIR SHIPPING ALL PARTS.
- YOU ARE RESPONSIBLE FOR LOSS OF REVENUE FOR EACH RENTAL DAY THAT THE VEHICLE IS NOT IN USE DURING REPAIRS, IN THE FULL RENTAL AMOUNT.
- ALL TOTALS (LABOR, MATERIALS & FEES) WILL HAVE A 25% MARKUP, RESERVATION SYSTEM WILL ADD ANOTHER 6.3%.
- RENTER UNDERSTANDS THAT VEHICLE HAS A TRACKING DEVICE TO MONITOR VEHICLE POSITION AND ANY OUT OF BOUNDS OR ABUSIVE DRIVING ALERTS WILL RESULT IN TERMINATION OF RENTAL. THE SLINGSHOT IS AN ON-ROAD VEHICLE AND DRIVING ON ANY GRAVEL, DIRT, OR SAND IS NOT PERMITTED.
- RENTER AGREES TO ACCEPT THE STAFF'S DAMAGE ASSESSMENT AND WILL BE CHARGED ACCORDINGLY, MSR MAY HOLD SECURITY UP TO 14 DAYS DURING ASSESSMENT PERIOD.
- RENTER AGREES TO BE CHARGED ANOTHER RENTAL DAY IF KEYS ARE NOT RETURNED BY THE TIME INDICATED ON THE CONTRACT.
- ITEMS LOST OR DAMAGED THAT ARE PRICED ABOVE WILL BE DEDUCTED FROM VEHICLE'S SECURITY/ CC. ITEMS NOT PRICED ARE CHARGED UPON MSR'S REPAIR ESTIMATE COMPLETED FOR REPAIRS, REPLACEMENTS, LABOR, OR DEVALUATION OF EQUIPMENT + 25%.
- DUE TO OUR SHORT SEASON AND MANUFACTURER SUPPLIED PARTS, THIS MAY NOT TAKE THE VEHICLE OUT OF SERVICE FOR IMMEDIATE REPAIR BUT MAY RESULT IN END-OF-SEASON OR NEXT SPRING REPAIRS ACCORDING TO WEATHER, EXPECTED WORK LENGTH, AND REPAIR OPENINGS IN SCHEDULES. YOUR SECURITY AND AGREEMENT WILL BE IN EFFECT UNTIL FINAL REPAIR HAS BEEN DONE, AND ANY REMAINING BALANCE EXCEEDING MSR'S ESTIMATE WILL BE CHARGED TO YOU. FOR THOSE ITEMS THAT TAKE THE VEHICLE OUT OF COMMISSION, WE WILL NOT SHOP PRICE, BUT URGENTLY GET THE VEHICLE BACK INTO SERVICE FOR THE NEXT RENTAL. YOU ARE RESPONSIBLE FOR DOWNTIME DUE TO ANY DAMAGE AT OUR DAILY RATE FOR THAT SEASON. PICTURES OR VIDEO OF RENTALS ARE TAKE AT EACH RENTAL START AND RETURNS WILL HAVE PICTURES TAKEN AT MSR BUILDING FOR CLEANING/ INSPECTION. CUSTOMER TO VIDEO EQUIPMENT AT PICKUP AND DROP-OFF.

**MAINE SLINGSHOT RENTAL DOES NOT PROVIDE INSURANCE. PLEASE TAKE CARE OF YOUR VEHICLE SO THAT THE NEXT RENTER MAY ALSO ENJOY THEIR RENTAL EXPERIENCE. IF MSR IS REQUESTED OR REQUIRED TO DRIVE YOUR RENTAL FOR ANY REASON DURING RENTAL, ALL DAMAGE WILL BE RENTER'S EXPENSE AND REQUESTS/REQUIREMENTS OF MSR TO DRIVE YOUR RENTAL WILL NOT TRANSFER RENTER'S RESPONSIBILITY TO MSR. UPON RENTAL RETURN, MSR WILL VIDEO VEHICLE AS NORMAL PROCEDURE UPON CLEANING/ INSPECTION AT MSR FACILITY. I HAVE READ AND AGREE.**

## PROTECTIVE RIDING HEADGEAR REFUSAL AGREEMENT

I, the undersigned, have been fully advised and counseled by Maine Slingshot Rental, that I should wear a properly fitted and secured helmet while partaking in rental activities, to potentially decrease the severity of an injury and/or to possibly avoid death from occurring as the result of a collision or any other occurrence related with this rental. I acknowledge that by not wearing a helmet, I will be disregarding manufacturer's requirements and will be at an increased risk for injuries, and against the advice of Maine Slingshot Rentals and numerous court cases, I am refusing this critical safety precaution. I also understand that minors are not permitted to refuse protective headgear and I am unable sign on their behalf to waive the requirement. I, the undersigned have read the foregoing statement prudently before signing and do acknowledge its warning.

RENTER: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_  
RENTER: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**I HAVE READ AND AGREE.** I additionally agree not to decline or dispute any credit cards used as security or payment with MSR as any rents, damage or additional charges are incurred, furthermore, I understand that action would result in immediate legal action by disputing it.

SIGN: \_\_\_\_\_ SIGN: \_\_\_\_\_

# WAIVER & RENTAL AGREEMENT / TERMS (PG 4 OF 4)

## **SEASON IS MAY 15TH TO OCTOBER 15TH OR UNTIL WEATHER PERMITS. YES! WE ARE OPEN!!**

- Our website, equipment and rental terms are updated periodically without prior notification. Review agreement prior to pickup.
- SLINGSHOTS labeled as 'pickup only' can be picked up at 1117 China Rd, Winslow, ME 04901 by appointment only and MSR personnel must be present to facilitate pickup and returns.
- Returning rentals: Your vehicle / addon equipment is not inspected at time of drop off at the rental facility. This post-rental inspection is done upon return to the MSR facility during cleaning/inspection. All issued items on your rental agreement will also be counted and inspected at cleaning/inspection. Our helmets are labeled MSR. Substitutions and left items will be discarded.

### **YOU MUST:**

- Please arrive 10 minutes earlier than scheduled times to video your rental to include all issued items, exterior, motor, interior.
- RENTER MUST BE PRESENT TO PICKUP AND RETURN VEHICLE. Rental Checklist and final signatures will be signed at time of rental.
- Renter & operators must be at least 25 years old and provide valid ID and applicable auto insurance. Renter to Provide a valid major credit card at delivery to have on file for gas refill, and any damages exceeding security deposits. Refusal to provide this information nullifies your rental and it will be returned to the rental facility. You will be charged the full rental amount to include delivery and any add-ons, any added expenses arising out of your rental.
- Complete our Maine Slingshot Rental Agreement and Rental Checklist.
- Complete an inspection of the vehicle and safety instruction we call 'Slingshot and Safety Review'. All Rental drivers MUST also be present at rental time for mandatory Slingshot and Safety Review. No exceptions. PRIOR DRIVING EXPERIENCE REQUIRED!
- During operation of the vehicle, you must safely operate the vehicle, have knowledge of and abide by all Maine laws, permits, and restrictions.
- Know your parking address at rental time and keep vehicle safe in ALL weather until returned to MSR.

### **PARKING AND EARLY DROP OFFS**

- Watch the weather and ask for early return if needed. You accept responsibility at all times to keep vehicle undamaged.
- IF YOU CALL US FOR EARLY RETURN prior to your scheduled pickup, you must allow adequate travel time to complete our immediate schedule. You are responsible for all damage resulting from your rental until return is complete and loaded on trailer; placing a pickup call will not cancel responsibility. Do not park our vehicle's at the facility and consider it returned! Rescheduling, driving time, traffic, and staff availability take time. No credit will be given to early returns.
- ALL MECHANICAL ISSUES MUST BE IMMEDIATELY REPORTED TO US UPON DISCOVERY. MSR AUTHORIZATION REQUIRED FOR ALL REPAIRS!

**WE PROVIDE:** A safe and clean vehicle with instruction along with a free demo ride upon request.

- Full tank of gas, you pay only for what you use. All vehicles are to be returned with a full tank of gas, if our staff has to fill gas, a surcharge will apply.

### **VESSEL SECURITY DEPOSITS AND CANCELLATIONS: WE HAVE A VERY LIMITED SEASON...ONLY RESERVE DATES YOU KNOW YOU CAN MAKE!**

- Security is \$1000 hold/authorization on credit card. Renter must also have valid credit card on file for security and rental repair estimates and expenses exceeding deposited security. Renter must have ability to pay for any and all damages resulting from your rental immediately, loss of use due to lack of payment. Rental payment: Reservation is contingent and in effect upon funds clearing. Should MAINE SLINGSHOT RENTALS or anyone acting on their behalf, be required to incur legal fees or costs to enforce this document, I agree to indemnify and hold them harmless and will be financially responsible for all such fees.
- Cancellations: If cancelling within 2 days of making reservation up to Season start (March 15th), cancellation fee is full rental amount less 10% for admin/merchant fees. Rental amount is 50% non-refundable if in season or over 45 days from start date, and non-refundable 45 days and under from start date. If using card pre-authorization as security, the card will be charged the full rental amount upon cancellation. MSR reserves the right to cancel order or raise security amount required. \$50 Change fee applies to all date changes. MSR will use original reservation dates to determine cancellation fees.
- You are responsible for any loss or damages resulting from your rental, including rental loss days from extended repair or complete vehicle loss, losses due to non-payment for repairs. Some damage may not take the vehicle out of service for immediate repair, but MAY result in end of season repair or repairs made prior to next Season subject to weather, material and service availability.
- Rental day is defined as a calendar day or until 7pm regardless of start time or return time or weather. MSR is not responsible for loss of use due to weather, illness, equipment exchange, changes in plans, or operator error, early returns.
- Vehicle may be same or similar to picture due to availability. Vehicle availability is contingent upon previous renter's care.
- All vehicles are used at operator's risk in "as is" condition. **NO INSURANCE IS PROVIDED BY MSR!** MUST provide proof of current applicable vehicle insurance.
- Driver will ONLY carry minor passengers 15 years of age or older if Driver is at least 25 years old and is the Parent or Guardian of said minor passenger over 15yrs old.
- If I am 15 to 18 years old, my Parent or Guardian is also signing on my behalf and I will be under their supervision at all times during said Rental. As a passenger, I acknowledge that I will not drive the vehicle and am able to firmly plant my feet with my back full against the back of the seat, I attest that I am also able to grasp the handholds.
- As a driver, I will ONLY carry the number of passengers for which the vehicle was designed and only passengers which have signed this Agreement and Waiver, I will require each passenger to wear a seat belt and proper head gear.
- I am familiar with all SAFETY INSTRUCTIONS AND WARNINGS in the Owner's Manual and will comply with such safety instruction, including the use of a helmet and other protective equipment such as seatbelts.
- I acknowledge that I will not partake in the consumption of drugs, alcohol, or any other substances that may impair my judgement or driving/ riding.
- Renters may only drive vehicle within 250 miles of MSR's Rental Facility and only within the State of Maine, the vehicle must be used in accordance with all state laws and ordinances and within the provisions of the driver's auto insurance. Mileage over 250 miles/day will be billed at \$1.10/mile.
- If any part of this agreement is found to be void or unenforceable, the remaining document shall remain in full effect and enforceable.
- No dogs or paws allowed on rentals. Cleaning fee (\$100) and all repairs will be charged upon inspection with evidence of paw indents, tears and hairs. No bronzers or staining creams to be used on vehicles. This may result in complete seat reupholstery! If in doubt, use towels to protect seating. This also applies to parking under sapping trees. Double cleaning fee may apply for additional labor and material.
- For customer late arrival or late return of equipment, late charge is \$100/hour or portion of hour (starting at 15 min) for equipment and labor fee, after 1 hour, you will be charged a full rental day. Please be on time or earlier than scheduled time with all original rental items issued to you. Verify all items are with you before leaving the rental facility noted on paperwork! When you are late, it results in us rescheduling staff and arriving late for other rentals.

## **I HAVE READ AND AGREED. I AGREE TO TERMS AND AGREEMENT:**

**SIGN:** \_\_\_\_\_ **DATE:** \_\_\_\_\_ **SIGN:** \_\_\_\_\_ **DATE:** \_\_\_\_\_