MG+M Secures Summary Judgment for Peer-to-Peer Boat Rental Platform in Case With Potential National Implications

February 14, 2024

On February 9, 2024, the Southern District of Florida granted summary judgment in favor of a large peer-to-peer boat rental company in a wrongful death case. The company, whose web-based platform connects third-party vessel owners to renters, was represented by MG+M The Law Firm Partners Raúl Chacón and Jonathan Dunleavy, and Associate Katherine Kaplan, all resident to the firm's Miami office. Given the growth of the peer-to-peer vessel rental market, such a decision has the potential to have strong national implications as to the liability of web-based vessel sharing platforms.

The court found that MG+M's client was not liable for the death of a young woman who was thrown from a boat rented through the platform. The suit sought to hold the company liable for negligent breach of duties owed under the State of Florida's livery statute. Livery statutes govern the rental, lease or charter of vessels, setting safety requirements to protect boat renters. Like many states with such statutes, the livery statute applicable in Florida at the time of the incident failed to define a livery. While Florida's legislature recognized this deficiency and has since made efforts to clarify who qualifies as a livery through the Boating Safety Act of 2023, the application in the context of peer-to-peer rental has not been addressed.

The court determined that our client was merely a conduit in the vessel rental process and was subject to the protections afforded under Section 230 of the Communications Decency Act. Similarly, it was determined the company was immune from liability as a livery where it merely offers a forum for information provided by third-party vessel owners to connect to renters. In light of this federal immunity, where our client has no right of disposition of a vessel, it could not be held accountable for any applicable safety standards relating to the rental of the boat itself.

In addition to the federal immunity afforded under Section 230, the court found that our client was not a livery under the 2021 Florida Livery Statute. Because the 2021 statute provided no definition of a livery, it was found that the company could not have knowingly leased, hired or rented a vessel absent authority to do so. Because it simply provided a platform for a boat owner/livery to advertise a boat rental, negotiate a rate, rent that vessel and earn a rental fee absent a small subscription charge, our client was not offering that vessel.

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