

RENT-A-BOAT TERMS AND CONDITIONS

Obligations of the renter are:

To carefully and conscientiously manage the vessel and its equipment. To be a good boat-keeper. To use the vessel only for personal holiday purposes. The renter is not allowed to sublet the vessel to a third party or use it for transportations of any kind upon payment. If the vessel is confiscated by authorities of the state, the renter is obliged to pay back the binding and contract indemnity in the amount of a double daily tariff for each day of immobilisation. In case the vessel is confiscated, the renter is obliged to reimburse the proprietor for the amount stated on the insurance policy within eight (8) days.

Permission to sail and other obligatory documents

The renter states to have a valid permission to sail. The rent includes normal depreciation of the boat and its equipment, insurance against third parties, no-fault insurance if the renter is present (deposit). Fuel is not included in the rent.

Responsibilities:

The proprietor is not responsible for the actions done by the renter. The renter explicitly exempts the proprietor from all arguments, conflicts, lawsuits, and other consequences connected with the renting.

Withdrawal:

If the renter is not able to rent the vessel according to a valid contract due to medical or other justified reasons, the renter can withdraw from contract if he finds another renter who takes all the responsibilities stated in the contract. If the renter fails to do that, he is obliged to pay the rent whether or not he will use the vessel.

Handover of the vessel:

The proprietor hands over the vessel to the renter at a stated time and place. If out of objective reasons the vessel is not handed over, the rent decreases proportionally for every delayed day. If the proprietor fails to hand over the vessel in the period of 24 hours from the stated time, the renter has every right to withdraw from the contract. In this case the rent and/or deposit are reimbursed, but all other compensations are excluded (travelling expenses, accommodation expenses, etc.). If the renter does not take over the vessel or inform the proprietor in writing or verbally about his delay in a 24-hour-period after the contract starts, the proprietor has the right to rent the vessel to a third party.

It is the renter's responsibility to carefully examine the condition of the vessel and its equipment upon takeover. All observations and deficiencies have to be entered into the handover minutes. What is not recorded in the minutes as deficient is thought to be in good condition at the time of the handover. The renter is responsible for the vessel from the moment when he confirms in writing that the engine and the vessel are in the proper condition to sail and signs a paper submitted by the proprietor. From that moment on, all the objections from the renter regarding the equipment and ability are out of the question. If parts of the equipment are damaged or lost due to a previous renting and immediate substitutions are not possible, the renter has the right to withdraw from the contract or enforce lower rent only if the vessel has limited sailing abilities.

If the boat is injured or damaged after the handover and this injury or damage causes a complete or partial inability for the renter to continue renting the boat, and if the damage is caused by greater force (the wind, the weather, the sea, the lightning, etc.) or by a third party, the renter does not have the right to be reimbursed. However, if the damage is caused by invisible faults on the body or the engine of the vessel, the renter has the right to be reimbursed with a proportional part of the rent for the days when he was unable to

use the boat. All other compensation claims (especially travel expenses, accommodation expenses, reimbursement for the lost days at the sea, ruined holiday, etc.) are excluded. The renter is obliged to return the vessel to the proprietor at the stated time and place. If there is a delay of less than 12 hours, he has to pay 4% of the price of a weekly boat rental for every new hour together with all the costs caused because of the delay (the transportation and reimbursement for the next renters). Weather conditions are not an excuse for delays. The renter is obliged to follow the weather conditions and adjust the sailing accordingly. The vessel is returned when the deposit is given back and the minutes of the return are recorded.

The boat is handed over to the renter with a full tank of fuel, clean and in perfect sailing conditions. The renter is obliged to return the boat in the same condition.

The damage and the lost things that happen or appear while the boat is rented, even if the reason is greater force, are charged for. The reimbursement is deducted from the deposit.

Deposit:

Deposit is paid at the time of the reservation. If there is no damage done, the deposit is given back to the renter when the boat is returned in a perfect condition. In case of lost or damaged equipment from the vessel, the renter is obliged to pay the actual expenses of their instalment or repair, including the costs of transportation, organisation, etc. as well as the costs of the potential inability of the vessel to be rented. The substitute parts and equipment are charged for according to the catalogue prices. The charges for scratches, spots, stains, etc. are calculated according to the square centimetres of the damage, the charges for an unfilled reservoir are the price of the fuel plus 10% for the additional expense. The compensation is charged upon your return. In case the expenses cannot be estimated right away, the whole deposit or an appropriate part of it is retained until the bills for the repair or purchase are paid. In cases where the insurance company covers the costs of damage or loss, the costs not covered by the insurance company are deducted from your deposit (straight deductibles, phone, fax, telegram, travel expenses, supervision, organisation, etc.).

The renter is obliged to examine all the equipment on the vessel on daily basis and to eliminate a potential equipment error before continuing to sail, as well as informing the proprietor about it.

The vessel is insured against a third party. The fault insurance includes – if the renter is present (deposit) – damage caused by greater force, sinking, lightning, fire, etc.

If there is legitimate doubt that the renter has nautical abilities, the proprietor reserves the right to test his practical and theoretical knowledge. If he discovers that the renter does not have the required knowledge, the proprietor has the right to withdraw from the contract and retain 70% of the rent.