



## BOAT RENTAL CONDITIONS

### **Art.1: Subject of the contract**

The LESSRICE company leases to the CONDUCTOR the boat indicated on the rental contract.

Allowed to transport up to 8 people and only navigation within 3 miles from the coast, the unit is delivered to the CONDUCTOR with the tank loaded to the level indicated on the delivery report (CHECK OUT) and in perfect condition of use and maintenance except for the notes on the same document.

The rental is intended to start from the hours and days indicated in the rental agreement.

On expiry, the CONDUCTOR undertakes to return the rented unit to the same berth, taking care, at its own expenses, that the same boat is subject to the same conditions of use, maintenance and refueling found at the time of delivery. The TENANT tacitly accepts that the LESSOR makes an appropriate action against him in order to recover any sums necessary for the restoration of the rented unit.

### **Art.2: The commander of the chartered unit (SKIPPER)**

The CONDUCTOR declares that the boat indicated in the present contract, will be led by him (and only him) in the capacity of SKIPPER and commander of the unit, in accordance with

the Navigation Code. The owner also declares that he accepts the boat and confirms that it's in perfect condition for navigation, and that he has seen the documents on board the boat and the limitations and prescriptions indicated therein. The CONDUCTOR undertakes not to assign the boat to third parties in any way.

### **Art.3:Crew (CREW LIST)**

The TENANT, under his own responsibility, declares that no parties other than those present at the beginning of the rental and indicated in the CHECKOUT document will be embarked.

The CONDUCTOR expressly declares to assume its and total responsibility, in accordance with current regulations, with respect to events that may happen to third parties on board.

### **Art.4: Equipment**

The boat, as well as granted to hire, is equipped with every accessory essential to navigation, documents, taxes and insurance according to Italian legislation and equipment;

The LESSOR will deliver the boat in the day and time previously agreed, perfectly efficient and in the state of navigability with the relative pertinences, complete of accessories, equipments and safety equipments, equipped of the necessary document for navigation. Upon taking over, the LESSOR will provide by e-mail to the CONDUCTOR an inventory in which the conditions and equipment of the boat are specified (at the request of the customer the inventory can also be printed on paper). At the return of the vehicle, the CONDUCTOR must prove to his own care and expenses that all the equipment and documentation referred to in the aforementioned inventory is returned in one to the boat, in conditions of perfect efficiency or at least equal to those highlighted in inventory. The subscription of the inventory by the CONDUCTOR implies the recognition by the same to have received the boat in good condition of maintenance, suitable for the agreed use and equipped with all regulatory accessories.

In case of return of the vessel with a fuel level lower than the rental start level will be charged the costs for the refueling of the missing liters in addition to a surcharge of €50.00 as a reimbursement of refueling costs.

### **Art.5: Delivery and Return of the vehicle (redelivery)**

The lease begins on the day and the time of the delivery of the unit to the CONDUCTOR and ends on the day and time of the return of the unit to the LESSOR, provided that it takes place within the contractual terms provided. In case of delay in returning the unit, the CONDUCTOR must contact the office of the LESSOR by phone within 15 minutes after the expiry of the rental period. In case of delay, the TENANT agrees to pay the LESSOR a minimum additional sum of at least n. 1 day of rental increased by the higher cost due to any economic damage caused.

## Art.6: Unit use

The CONDUCTOR is required to use the boat with particular diligence, and to guard it according to the good marine rules, the correct nautical technique, the technical-structural characteristics of the boat, in accordance with the documents on board and in accordance with the agreed use.

The CONDUCTOR undertakes to:

- Use the boat exclusively for recreational use, noting that there is an absolute ban on the transport of goods and passengers, professional fishing and any kind of trade;
- Respect the maximum number of transportable people referred to in this contract;
- Respect the authorised areas and periods of navigation and in any case only sail in the waters permitted for the type of vessel:
- Respect the provisions of the port authorities, customs, health and fishing regulations including underwater;
- Listen to the port authority and to the notices to seafarers, in particular when there are limits and prohibitions to navigation in case of bad weather and/or dangerous for navigation;
- To sail only in meteorological conditions which guarantee total safety for themselves and the crew;
- To maintain the boat in a correct state of navigability throughout the rental period;
- Not to navigate in hazardous areas and in areas where navigation is prohibited, bearing in mind that in such cases it will be held solely responsible for violations and/or damage to property of people;
- Not to subordinate the vessel in question.

The LESSOR declares that the delivered boat is suitable for the agreed use. The boat can not be driven to:

- For illegal transport of goods (smuggling, drugs, etc.)
- For commercial purposes for a fee;
- To participate in racing or other sporting events.

The CONDUCTOR undertakes to observe, also on behalf of its guests, the laws and regulations in force in whose waters the boat will sail during the rental. The TENANT will check that no animals are brought on board without the express written approval of the LESSOR. The operator shall be responsible for ensuring that the behaviour of the seafarers on board does not harass other people or may discredit the name of the vessel or LESSOR.

## Art.7: Consideration of the rental

The rental fee will be paid in the following way (50% at the time of booking and 50% at the time of taking over the boat) and with one of the following payment methods (cash, bank transfer, credit card, ATM). In the event of non-payment in the agreed terms and methods, the contract will be terminated ex law and the LESSOR may withhold what has been paid previously as a deposit. The security deposit is fixed at €300.00 to be paid upon taking over the unit. This deposit will be refunded, except for the separation of any amounts retained in various capacities by the LESSOR, at the end of the rental.

## Art.8: Ownership of the leased property

The owner of the leased boat and any accessories, always remains in the hands of the LESSOR. The HOLDER acknowledges that he can never in any way claim any right of ownership over the leased assets. It is forbidden for the TENANT to sublease, mortgage, pledge or guarantee the boat in any form even free of charge. If third parties bring legal proceedings, seizures or enforceable acts of any kind the CONDUCTOR is obliged to make immediately and prove with any document in his possession that the boat is the subject of a lease and is obliged to notify the LESSOR within 6 hours of the fact. The CONDUCTOR is obliged to keep a copy of this contract inside the boat and to show it to the Competent Authorities at their request. If due to the non-compliance with this obligation, the boat is subject to detention or seizure, the CONDUCTOR must refund to the LESSOR the amount of the damage suffered in addition to the fee for each day of rental, subject to compensation for the greater damage.

## Art.9: Repairs

In case of failure, malfunction or defect, it is used for the CONDUCTOR not to use the boat, in order to avoid possible aggravation or damage to the vehicle and/or to third parties. In this case, the HOLDER is obliged to inform the LESSOR immediately of the fact. In the event of an urgent need, the TENANT can provide it only and exclusively upon prior written permission of the LESSOR. The CONDUCTOR undertakes not to make any changes to the rented boat.

### **Art.10: Insurance coverage**

The engine of the rented unit is covered by RC insurance policy as prescribed by law. Any damage that may occur to the boat due to the total and partial loss of the boat, the total and partial theft of the boat and its equipment are excluded from any insurance guarantee, the damage caused and the operator's fault in the vessel and equipment, the theft, loss or damage of the property and the property effects of the LESSEE and of the transported as well as the damage suffered by the LESSOR and by the transported for facts or acts unrelated to the civil liability of the LESSOR.

### **Art.11: Responsibility**

The CONDUCTOR will be responsible for any damage suffered to the boat or people transported or third parties during the lease. The amounts of any damages can be consulted at the office of Automania s.r.l.

With the signing of this contract, the lessor announces that he is perfectly aware of the beach ordinances and the regulations in force in Italy that regulate the circulation of motor vehicles and boats;

Consequently, the LESSOR shall not be liable for any damage to the recreational craft or people carried or to third parties.

Finally, the TENANT declares to be suitable for the management of the rented vehicle. Any penalties due to failure to comply with current legislation, will be deemed to be borne by the same, paid directly or retained by the security paid. The CONDUCTOR also declares to be of legal age and to prove it through the exhibition of the personal identity document.

### **Art.12: Fines**

They are charged to the CONDUCTOR fine and contraventions for violations of the Maritime or Civil Code of the vessel committed during the rental period.

### **Art.13: Compensation for assistance, rescue and recovery**

The compensation, by and at the expense of the DRIVER, for the recovery, towing, rescue and any assistance and rescue provided by the boat during this contract will be charged to the CONDUCTOR unless the responsibility of the LESSOR is ascertained. The TENANT will be bound to all initiatives undertaken by the LESSOR to obtain the compensation of assistance or rescue.

### **Art.14: Shipping expenses**

Any costs related to moorings, fuel fees or other amounts attributable to navigation are to be borne exclusively by the CONDUCTOR.

### **Art.15: Termination of the contract**

This contract may be terminated in advance, pursuant to art. 1456 c.c. by the LESSOR, in the event of inappropriate use of the medium by the LESSOR, pursuant to this contract.

The TENANT, in turn, may terminate the contract in advance, pursuant to art. 1456 c.c. in the event that the means and equipment indicated in this contract are not suitable for use, provided that this exception is moved before taking over the vessel.

### **Art.16: Reference legislation**

Everything not specified in this contract will be governed by the Legislation in force, on the subject, at the time of its conclusion. The parties commit themselves to mutual respect for existing legislation.

The TENANT acknowledges and approves all the conditions described by the LESSOR in this lease, and also explicitly declares that he also knows what is regulated by the current navigation code. The CONDUCTOR, by the act of signing this, undertakes to comply with all laws and regulations in force in the areas in which he intends to navigate, as well as the conditions expressed in the contract.

### **Art.17: Competent court**

The LESSOR and the CONDUCTOR declare that they elect their domicile at the addresses present in the contract and undertake to communicate immediately to the counterparty in writing any change including changes in name, legal status, etc. for any dispute that may arise regarding the interpretation, execution, termination of this contract will be the competent court of PALERMO. For what not contemplated and previewed from the present contract the norms of the Civil Code or Marine Code will be valid.

Pursuant to and for the purposes of art. 1341/1342 of the Civil Code declares that you have expressly read and accept the provisions of article 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17 of the General Conditions of Contract.



**VAT 22%**

**Unused days of rental are never refundable.**

**Rates, extras, supplements, T&Cs, VAT and apt/dt surcharge are subject to changes**