

LEASE AGREEMENT N° DATE /..... /.....

SECTION A

THE CUSTOMER RENTS THE BOAT SPECIFIED BELOW UNDER THE CONDITIONS SPECIFIED IN THIS CONTRACT AND CONFIRMS ITS READING.

CHARTER: BOATFINDER SPA, Via Colonna, 128, 00077 Monte Compatri (Rm) - P.I. e C.F. 12345678901

RENTER:

name lastname Fiscal code/VAT.....
 born in on...../...../..... address city postal
 code prov phone ID n° Issued by..... on
/...../..... expiry date/...../..... boat license.....

VESSEL:

model/name engine..... license n. HP
 min people max people from (DD/MM/YYYY)/...../..... to (DD/MM/YYYY)...../...../..... from (HH:MM)
 to (HH:MM)..... pick-up location: return location:

Lease/rental price €..... deposit€ security deposit €

Pursuant articles. 1341 and 1342 C.C., Book IV, Book II, Chapter II, Section I, the undersigned lessee expressly declares to have read and approved the clauses referred to in points 1); 2); 3); 4); 5); 6); 7); 8); 9); 10); 11); 12); 13); 14); 15); 16); 17); 18) of this contract.

DRIVER/SKIPPER (to fill in only in case of rent with skipper):

name lastname phone
 Boat license..... Expiry date/...../.....

Pursuant articles. 1341 and 1342 C.C., Book IV, Book II, Chapter II, Section I, the undersigned lessee expressly declares to have read and approved the clauses referred to in points 1); 2); 3); 4); 5); 6); 7); 8); 9); 10); 11); 12); 13); 14); 15); 16); 17); 18) of this contract.

Company signature..... lessee/renter signature.....

Location, date/...../.....

SECTION B

LIST OF PEOPLE ON BOARD (INCLUDING MINORS)

1)name lastname born in on/...../..... phone number

2)name lastname born in on/...../..... phone number

3)name lastname born in on/...../..... phone number

4)name lastname born in on/...../..... phone number

5)name lastname born in on/...../..... phone number

6)name lastname born in on/...../..... phone number

7)name lastname born in on/...../..... phone number

8)name lastname born in on/...../..... phone number

9)name lastname born in on/...../..... phone number

10)name lastname born in on/...../..... phone number

- 1) **CONTRACTING PARTIES:** in this agreement **Boatfinder spa** will be referred to as lessor (in the case of leasing), renter (in the case of rental), or charter or company (in the case of an operator who provides the leasing and rental service). The customer holding the contract will be called lessee (in the case of leasing), renter (in the case of rental) or customer (in the case of a person who uses the leasing and/or rental service).
- 2) **TRANSFER OF THE CONTRACT:** the customer is not allowed to transfer the aforementioned vessel or the rights deriving from this contract to third parties.
- 3) **TERMINATION OF THE CONTRACT:** the customer can withdraw from the contract, but loses the right to be refunded for the amount paid to the charter as an exclusive booking deposit. This right to reimbursement of the sums is also lost in the event of no-show or absence of the customer after **30 minutes** from the time agreed time in the booking, without any communication to the charter.
- 4) **OBLIGATIONS OF THE CHARTER:** the charter delivers the vessel with its relative appurtenances in a state of navigability, complete with accessories, regular and safety equipment and documents for navigation, as well as with everything that is necessary to make the aforementioned vessel navigable and to allow it to serve the agreed purpose. If the booked vessel cannot be handed over on the date agreed in the rental contract (e.g. due to average, unseaworthiness as a result of an accident during the previous charter etc.), the charter will fully refund any deposit paid by the customer. At the time of delivery, the customer examines the vessel and acknowledges that it is equipped with the aforementioned appurtenances and finds it suitable for the agreed purpose. By signing this contract, the customer expressly confirms that the boat has been delivered in a good state of maintenance, in a state of navigability and suitable for the agreed use. Consequently no objections can be raised and the lessor/charter will be freed from all liability. The delivery of the boat occurs at the place and on the date and time agreed in the contract. The time necessary to fully explain the modality of use of the vessel falls within the contract period.
- 5) **CUSTOMER OBLIGATIONS:** the customer is responsible for the vessel for all legal purposes during the entire period indicated in this contract. The lessee acknowledges his/her responsibility for the safe and proper operation of the craft according to the agreed use and to the technical characteristics resulting from the on-board documentation, as well as to fulfill all the obligations assumed with this contract, during the period of usage (in case of rental). The customer further commits to returning the boat on the date, place and time agreed, in the same state he found it in, together with the accessories and equipment, supplies, anchoring devices and documents received from the charter/lessor at the time of delivery. The customer also expressly agree to indemnify the charter for any loss and/or damage. The customer acknowledges and expressly agrees to: 1) Use the boat exclusively for the people indicated at the time of rental and acknowledges that the transport of goods and passengers for any kind of economic and commercial activity is prohibited. Furthermore, the customer acknowledges that the transfer of the entire vessel or individual equipment aboard the vessel to third parties is prohibited. Likewise, activities that involve active and passive towing actions of any kind, with any object and means of connection, such as water skiing and towing dinghies or similar, are prohibited. 2) Respect the minimum number of people making up the crew, as well as the maximum number of people that can be transported. 3) Use the vessel exclusively within the area of territorial jurisdiction, indicated in the navigation qualification documents, communicated to the local Harbor Offices. 4) Avoid any use other than the touristic purpose for which the vessel is rented, it is therefore forbidden to participate in regattas or other nautical events, even of a non-competitive nature. 5) Avoid any tow of the boat or towing other units unless in an absolute emergency, and only after receiving authorization (even verbal) from the charter/lessor. 6) Respect all bans by the port authorities in case of bad weather or dangers at sea. 7) Anchor the boat in a safe position and exercise constant supervision. 8) Do not use any cleaning material/products that could damage the exterior and interior of the boat. 9) The customer commits to keeping the boat and the accessories inside it in order and to return it clean and in excellent condition. 10) Using the vehicle for navigation within **1 mile** from the coast, having been informed that this is the maximum navigability distance based on the safety equipment provided. 11) take all responsibility in case of commitments taken with third parties, and that the charter is not responsible in any way. The customer expressly agrees to indemnify any third party involved from and against any and all loss, cost, damages, attorney fee, and/or liability in connection with the misuse, without the chance of raising claims whatsoever. 12) Communicate to the charter immediately any fine imposed by the competent authorities. In case of failure to communicate the issue, the customer commits to paying any aforementioned fine within **7 days** of the notice sent by the charter, who has been sent a delayed notification, with the possible addition of notification and non-payment expenses. 13) That they have been given complete explanations on navigation rules, in particular those set out in Article 4 of the Decree of September 1, 2021 (OJ No. 11, 15/01/2022) and in Annex 2. The customer also declares that he has been given the instructions in paper format, accompanied by illustrations and indications (as requested in the decree) including Annex A (attached to this contract). The customer also confirms all documents provided has been read and fully understood and commits to keeping them on board together with the documents entrusted to him, also in case of controls by the maritime authorities. **14) Not carrying any animals on board. 15) All expenses related to the use and consumption of the boat and in particular fuel, lubrication oil, water, electricity, expenses of customs port dues for mooring even in private ports are the responsibility of the client.**
- 6) **DAMAGES, FAILURES, ACCIDENTS AND REPAIRS:** in the event of damage, failure or accident the customer must immediately notify the charter: navigation is permitted only if this does not cause further damages or danger for the passengers, third parties and the vessel, and exclusively after a clear authorization (even verbal) from the charter. The customer will not be able to carry out any repairs, assistance or replacements without prior authorization from the charter. The expenses necessary for repairs have to be covered by the customer and can be refunded only if the cause of the damage is outside their responsibility. The customer commits to paying any costs for repairs and restorations, for damages no under the responsibility of the charter. The prices will be calculated at the current hourly rates on the market plus the costs of the materials used. Any refund requests for the admitted cases must be forwarded by the customer directly to the charter upon return of the vessel and, in any case within the same day. Notifications on a later time or any to a person other than the charter will result in the loss of all rights to reimbursement. On-site interventions to recover the vessel or the crew for reasons attributable to the customer's incompetence (such as running out of fuel, freeing the anchor, etc.), will be charged € 60 per hour, net of any materials necessary to restore the correct functioning of the boat, plus the additional costs for consumables needed, in particular the fuel of any vehicle used for the rescue.
- 7) **INSURANCE:** the boat is provided by law with a **mandatory insurance for third party civil liability** for damages involuntarily caused to third parties by the boat when in the water and during navigation. This insurance does not cover passengers' belongings loss or damage. In any case, damages of any kind not covered by the aforementioned insurance, are responsibility of the customer.
- 8) **RETURN:** the service is provided from **9.00 to 18.00** the morning slot starts at **9.00 and ends at 13.00** and the afternoon slot from **14.00 to 18.00**. The customer commits to returning to the return point within **6.00 pm** in case of daily or afternoon rental and, therefore, by **1.00 pm** for morning rentals. **Upon return the customer is required to tidy up all the equipment and supplies on board, as well as clean the inside and outside of the vessel. Returning the vessel not cleaned and/or in disarray will entail a charge of € 200.** In case of failure to deliver the boat back to the charter, the customer is responsible even in the event of unforeseeable circumstances, major force and damage. The cruise itinerary must therefore be planned in order to allow the return of the boat by the agreed time, eventually anticipating the return in case of adverse weather conditions. In case of failure to fulfill this obligation, the customer will be required to pay a **€ 300** compensate fee to refund all economic damages caused by the delay. Delivery of the boat to a port/berth other than the agreed port is also considered a delay. In this case, all costs caused by the transfer of the boat to the actual delivery port/berth will also be borne by the customer.
- 9) **DEPOSIT:** the deposit due to rent (or lease) the vessel may vary from time to time, depending on various factors such as the duration of the rental, the number of people hosted, etc. The amount of this deposit may vary from **€ 250 to € 1000**. The refund of the deposit will be made upon return of the boat and after the proper state of conservation of the boat and its equipment are acknowledged.
- 10) **PAYMENT OF CONSUMABLES:** When the vessel is delivered, the customer will check together with the charter the level and state of all consumable components such as oils, water, batteries and fuel. The same check will be carried out upon return of the vessel, always in the presence of the customer, as already stated at point 5). The customer will have to pay the cost of all materials consumed. **This amount must be paid in advance upon repayment of the deposit sum, without the latter having to raise any exceptions whatsoever.**
- 11) **BREACH OF CONTRACT:** the customer is directly responsible for any violation of this contract. The customer commits to releasing the charter from any request made by anyone, for any event occurred during the use of the boat or as a consequence of its use. In the event of confiscation or detention of the boat for reasons attributable to the customer, the latter will have to pay the charter a mandatory contractual indemnity corresponding to the rental or rental rates in force for the period of confiscation and/or detention.
- 12) **REFERENCE TO THE LAW:** the object of the relationship between the parties is the leasing and rental of the vessel and is therefore regulated, although not expressly established in this contract, by the regulatory provisions envisaged for the leasing and rental of goods furniture from the Civil Code, from the Navigation Code and from the Decree of 1 September 2021.
- 13) **EXCLUSIVITY AND VALIDITY OF THIS CONTRACT:** this is the only valid contract that allows to rent a boat owned by **Boatfinder spa**, any other contract signed by the customer for the use of the same boat, prepared by brokers or agencies, is null and void for **Boatfinder Spa**. The possible nullity of individual provisions of this contract does not entail its total nullity. Any agreements derogating this agreement require, under penalty of nullity, the written form. The charter provides information to the best of its knowledge, but without guarantee.
- 14) **PRIVACY:** the personal data requested are collected by the charter and processed on digital and/or paper media in order to satisfy the obligations arising from the contract signed and will in no case be transferred to third parties. The charter guarantees its compliance with the legislation on the processing of personal data governed by Legislative Decree 10 August 2018, n. 101 which contains adjustments to the Code regarding the protection of personal data (Legislative Decree 30 June 2003, n. 196) to the provisions of Regulation (EU) 2016/679 – GDPR. The data controller is Boatfinder spa with headquarters in **Monte Compatri (RM) in via Colonna 128**. The customer, at any time, has the right to revoke consent to the processing of personal data with written communication sent to the charter office or to by email. The customer declares to have received and read the Informative in accordance with art. 13 regarding the rights he is entitled in accordance with art. 7 of Legislative Decree no. 196/2003 (and subsequent additions and amendments) to access their data according to the established methods.
- 15) **MULTIPLE CUSTOMER CONTRACT:** If the same boat is rented in the same period to multiple groups of people, the renter who agrees to share the rented property with other people is aware that the boat is not sold for exclusive use. The customer will not be able to make any objection to the charter regarding navigation or management problems attributable to the failure to reach an agreement with the occupants. The contractor of a multi-customer rental contract is aware that the choice of itinerary is at the discretion of the people on board, nor imposed by the skipper or the rental center and it must therefore be agreed and accepted by all occupants of the vessel. By virtue of the above, passengers commits to organizing the itinerary in compliance with the rules for local navigation, the safety of those on board, of third parties, of the vehicle and of weather conditions. In the event of damage to the vehicle, part of it or to third parties, or to extraordinary and burdensome activities attributable to the occupants or their management, each passenger - with reference to the holder or holders of the contract - is jointly held responsible and the charter will reserves the right of appeal. This contract can be used for multiple customers rental: the customer has the right to use a copy of this contract for each customer and have each of the holders sign an additional contract which establishes the sharing of the vessel.
- 16) **SECTIONS OF THE CONTRACT:** This contract is made up of SECTION A (mandatory) - that contains the data of the contractors. SECTION B (mandatory only if required by local or district ordinances and provisions) that contains the list of people on board. The section of the contractual conditions, from point 1 to point 18, is an integral and indivisible part of the contract even if, for printing purposes, it should be printed on a sheet separate from sections A and B (page 1/2).
- 17) **DISPUTES AND EXCLUSIVE DEROGATION TO THE COMPETENT COURT:** for any and all disputes relating to this contract the court of **Velletri (RM)** will be the exclusive court.
- 18) **FORMATION OF THE CONTRACT:** the parties declare that they have carefully examined this contract and that each clause has been specifically agreed upon.