



Tel: 611 03 03 85

Boat lease contract
Contract n°: _____

MEETING: NÀUTICA EMPORDÀ, S.L., established in Zone Industrial C/ de l'Electricitat, 41 - 17257 Torroella de Montgrí, Girona, Spain and ID Nr.: B-17310715.

| | |
|------------------------|--|
| Name and Surname | |
| Identity card/Passport | |
| Complete address | |
| Country | |
| Phone number | |
| Mail | |

Both parties mutually recognize their legal capacity and agree on this Boat Rental Agreement in accordance to the following clauses:

CLÀUSULAS

FIRST: NÀUTICA EMPORDÀ, S.L., henceforth, the RENTAL COMPANY, grants in rental to the above mentioned, henceforth the RENTER, who accepts, the following boat:

With the name _____ of the model _____.
With the inventory quoted in the attached sheet

AND the LESSEE buys and / or rents the following extras:

| | | |
|--------------------|-----------------|-----------------------|
| Adult Snorkel Pack | Donut / Slide | Waterproof Bags |
| Child Snorkel Pack | Portable Fridge | Plus Cleaning for Pet |
| Ski | Paddle surf | |

SECOND: The RENTER declares to have the necessary seamanship knowledge and experience for running the boat, and that he/she possesses a valid sailing permit under the current laws and regulations in force in his/her country. For this purpose, the sailing distance will be within a radius of 15 nautical miles from the Estarrit harbour (1.5 miles if the length of the boat is less than 4,75 m and 3.5 miles if the length of the boat is less than 5 m) and expressly limited to the official classification of the boat. The RENTAL COMPANY will take no responsibility either for the navigation in prohibited or bounded areas, or for any fines or penalties incurred due to the lack of compliance to the prohibition.

THIRD: The renting period is:

From day ____ of _____ of 201_ at ____:____ hours

To day ____ of _____ de 201_ at ____:____ hours

Place of departure and arrival to the relevant moore.

| | | |
|--------------|---|--------------------|
| Rental price | € | Credit Card / Cash |
| Extras | € | Credit Card / Cash |
| Total price | € | Credit Card / Cash |
| Deposit | € | Credit Card / Cash |

FOURTH: The total amount of the rental is stated in the THIRD clause. The RENTER must submit the deposit before boarding, and this will be returned at the end of the rental and after the RENTAL COMPANY has checked the conditions of the boat, and specifically the propellers, which must be paid for if damaged. The RENTER will not embark on the boat before having provided the stipulated deposit. The total amount of the rental includes VAT and all-risk insurance (according to the policy).

FIFTH: The boats will have at least a full tank, which must be returned as full as it has been delivered, for boats without a license will be able to pay € 15 per half day and € 25 per full day. The boat's pick-up and return mooring will be limited to the one specified in this agreement. If the boat has to moor or finish the renting in any other place due to causes of force majeure, or if any assistance is required, the client will be charged the costs of returning the boat and assistance or towing services to its place of origin.

SIXTH: Upon reservation of the boat, 100% of the total amount of the agreement will be paid. Together with the payment of the reservation and in order for it to be valid, it is compulsory to sign a copy of the agreement to the Rental price € Credit Card / Cash Advance payment € Credit Card / Cash Left to pay € - Deposit € Credit Card / Cash RENTAL COMPANY, otherwise the reservation will be considered invalid and the boat may be rented to any other customer who requests it. If the RENTER decides to cancel the agreement before 24 hours prior to the date of boarding, the RENTAL COMPANY will retain 50% of the



Boat lease contract

reservation by way of damages. If the RENTER cancels the agreement within the 24 hours prior to the date of boarding, the RENTAL COMPANY will be entitled to retain 100% of the amount of the reservation by way of damages.

SEVENTH: The RENTER declares to receive the boat filled and equipped according to the attached and signed inventory, undertaking to maintain it in good working order. In the event that the boat rented by the RENTER cannot be offered at the time of boarding, the RENTAL COMPANY is entitled to offer another model with similar characteristics without prejudice. The RENTAL COMPANY is not responsible if the RENTER does not use the rented boat due to illness of a crew member or passenger, indisposition of any kind and particularly for reasons of adverse weather conditions making navigation impossible.

EIGHTH: The RENTER is obliged to carry on board ONLY the AUTHORISED number of people permitted for the model of boat rented.

NINTH: The RENTER agrees not to leave the boat moored or anchored, with no one on board, in the roadstead or in unprotected waters that do not require payment for mooring.

TENTH: The purpose of this agreement is recreational navigation, thus the boat cannot be used for commercial or remunerative operations. It is prohibited to participate with this boat in regattas, sports competitions or for training.

ELEVENTH: The RENTER agrees not to run the rented boat under the influence of toxic drugs, narcotics or alcoholic beverages.

TWELFTH: The RENTER is responsible for any loss or damage to the rented boat and of the loss of any of its elements, as well as for any fees caused by his/her delay in returning the boat.

THIRTEENTH: In the event that a crew member or a passenger has an accident within the boat, this has to be reported to the RENTAL COMPANY, with a written report including the causes, circumstances, consequences and the names and addresses of the injured person, the person who caused the accident and of any witnesses. The term "accident", for the purpose of this agreement, is any unforeseen, spontaneous, violent event, independent of the intention of the sufferer, that may occur to anybody on board.

FOURTEENTH: If this agreement is terminated by reason attributable to the RENTER, he/she will lose in benefit of the RENTAL COMPANY the amount paid on account for the boat's rental and he/she will be obliged to pay the full amount of the rental.

FIFTEENTH: The RENTER agrees to use the rented boat as he/she would do with his/her own boat, following the good practices and standards of good sailing and with full respect and compliance with the rules and regulations of the naval authorities.

SIXTEENTH: For the decision of all litigation matters arising from the correct understanding of the terms of this agreement, the parties waive any court of justice to which they may belong and submit to the Courts of La Bisbal d'Empordà (Girona).

And, as proof of compliance and acceptance with the above mentioned clauses, the parties grant and sign this agreement in duplicate copies in Estartit on the day: _____ of _____ 201_.

 **NAUTICA EMPORDÀ S.L.**
C.I.F. B-17.310.715
POLIG. INDUSTRIAL SECTOR II-III, S/N,
17257 TORROELLA DE MONTGRI
TEL. 972 75 02 55 FAX 972 75 12 29

THE LESSOR

Note: This document is merely an english translation to enable English speaking clients to understand the agreement and has no legal validity. Therefore you are asked to sign the agreement in spanish as that is the one that is valid.

THE LESSEE

Responsible: Identity: NAUTICA EMPORDA SL NIF. B17310715 Postal Address: C / DE L'ELECTRICITAT 37 Telephone: 619281795 Email: nauticaemporda@hotmail.com

"In the name of the company, we treat the information you provide us with in order to provide them with the requested service, perform the billing of the same. The data provided will be kept as long as the commercial relationship is maintained or during the years necessary to comply with the legal obligations. The data will not be transferred to third parties except in cases where there is a legal obligation. You have the right to obtain confirmation about whether NAUTICA EMPORDA SL is treating your personal data, therefore you have the right to access your personal data, correct inaccurate data or request its deletion when the data is no longer necessary. I also request your authorization to offer products and services related to those requested and to retain you as a customer. "

YES NO