

# BOAT RENTAL CONDITIONS:

## 1. BOOKING AND PAYMENT:

Reservations will be effective upon receipt of 50% of the total rental price.

The remaining 50% must be paid before boarding. Failure to pay will result in the cancellation of the contract; the client will be liable to pay the full amount of the reservation.

The following are the only forms of payment accepted. Cash, Bank Transfer or Credit Card (Visa, Mastercard, American Express).

## 2. DEPOSIT:

On the day of the rental a deposit will be retained that will respond to cancellations, failure, breakage, damage, theft, delay in the return of the boat, differences in inventory and equipment, indemnities, misuse, neglect and penalties of any kind agreed in the contract or that may arise as a result of compliance. This is without prejudice to legal actions which were coming to claim amounts that exceeded that of the bond. The boat is to be returned in a timely fashion, completed the check-out and met by the lessee all the duties that arise from what was agreed in the contract, the deposit will be returned upon confirmation that all is satisfactory in the final inspections. If there is disagreement between the parties on the terms of repayment of the boat and inventoried, the deposit will be refunded upon completion of the dispute.

## 3. INSURANCE:

The boat has fully comprehensive insurance and a copy of the policy is supplied on board. The Lessee agrees to take the necessary measures to act in accordance with the obligations contained in the policy are solely responsible for the consequences of noncompliance.

## 4. DURATION:

Check in: between 10:00 - 13:00 pm.

Check out: between 18:00 - 20:00 horas

The duration of the rental cannot be altered without prior authorization.

### CANCELATIONS:

The Lessee can cancel the rental agreement without any form of compensation upto 1 month before the scheduled date. If the rental agreement is cancelled within less than 30 days the lessor will reimburse 75 % of the total rental cost. If cancelled in the last minute and no prior notice given the Lessee would lose the total amount paid..

## 5. INVENTORY:

Prior to delivery of the vessel both parties proceed to check-in, and the related inventory and document certifying compliance will be completed. The lessee shall not refuse to check-in or sign, even with the warnings he deems necessary and necessary document. The completion of the check-in within the date stipulated and duration of this contract does not imply an extension of time for the same duration of check-in.

## 6. RETURN OF THE BOAT:

The boat should be returned at the scheduled time and in the same mooring as per departure point. In case of delay the lessee shall notify the lessor. Every hour of delay is deducted from the deposit, 25% of the total amount of the daily rental, except on the assumption that the delay is due to the production of a risk or hazard covered by the insurance policy.

After 24 hours from the scheduled time of the return, and no news of the lessee, or boat crew, the Lessor will start communications with the maritime authorities. All expenses arising therefrom shall be borne by Lessee. The boat must be returned in identical operating conditions, and with all equipment on the inventory, as per the start of the rental.

If after the check-out the lessor were to find any deterioration or breakage in the equipment and operation of the vessel, or loss of inventory items and equipment, the cost of repairs and replacements shall be borne by the lessee.

This amount will be determined based on the values computed by the lessor and relevant suppliers and the accounts presented to the lessee. All damages or losses that occur, those that are not covered by the insurance policy of the vessel, shall be borne by the lessee. If such costs arise they will be deducted from the deposit paid by the Lessee.

## 7. DELIVERY FAILURE OF THE BOAT BY THE LESSOR:

If through no fault or any cause beyond the control of the lessor, prior to commencement of the lease, it was not possible to deliver the leased boat, the lessor will supply a boat of the same or similar characteristics. If not possible to supply a boat of similar or better characteristics, the lessee will be given a lower grade boat (with the consequent return of the proportional difference in the price of the lease) or refunded the full price paid so far by the lease

## 8. BREAKDOWN OF THE BOAT DURING THE RENTAL

If by reason of damage caused during the rental or other causes not attributable to the lessee and can not navigate in the boat leased, the lessor shall reimburse the amount proportional to the days when it was not possible to use the boat or facilitate a boat with similar characteristics, if possible, of the choice of the lessee. In no case shall entitle the extension of the term of the lease. The Lessee shall not order any repairs without having indicated the fault to the lessor who must then grant permission.

Repair costs are borne by the lessor, except as indicated in the following paragraph:

Any damage resulting from negligence, incompetence or poor use of the vessel by the lessee, shall be paid by it in its entirety, and the lessor will terminate the present contract and reserves the right to claim for damages. In such a case the first paragraph of this condition does not apply.

## 9. ADMINISTRATIVE VIOLATIONS AND DEDUCTIONS(CAPTURE AND SEIZURE):

The negligence or misuse of the boat, breaking the legislation by the lessee, will be grounds for instant termination of the contract, being the amounts paid to date held by the lessor not entitled to reimbursement of the same by the lessee. In case of breach by the lessee of the customs ordinances or any other administration, it will respond to any fines, penalties or liabilities that may be incurred, as well as all its consequences. In case of capture of the vessel, the lessee shall pay to the lessor by way of compensation for damages incurred an amount equal to twice the daily rental fee for each day that lapses until restitution and delivery of the vessel takes place. In the event of confiscation, the customer will pay the full value of the ship within eight days. In both cases the tenant will lose the benefit of the lessor, the quantities delivered.

## 10. EXPENSES:

All costs of supplies, fuels, lubricants, gas, ice, special sizes life jackets, marine ports and moorings in port base other than mentioned in particular conditions, and overall material costs and maintenance of the boat during the lease are exclusive responsibility of the tenant, not being included in the rental price.

## 11. CERTIFICATION:

In the case of bareboat lease, the lessee shall have a certificate or license and ID or passport of the person to perform the duties of skipper. If the submitted documentation does not enable them to do the government of the vessel or credit the expertise necessary and sufficient, the contract will be completed automatically and the amounts due being paid in full in respect of damages available to the lessor.

## 12. NAVIGATION AREA:

The navigation area shall be as specified in the special conditions of this contract likewise limited to the specifications in the certificate of the skipper. The breach of that obligation implies the automatic termination of the contract with the loss of the amounts paid to the effect and all irrespective of payment of the expenses and responsibilities that may arise from misuse.

## 13. TERMS OF USE:

The Lessee responds to all acts of the passengers on board the ship, which can not in any case exceed the maximum capacity of the boat. It is forbidden to use the boat for transport of goods, travelers than those listed in the previous section, the shipment of arms, animals, drugs or any toxic or hazardous substance. Lessee agrees to use the boat exclusively as tourist or recreational charter so that in no case can use it to trade operations, commercial fishing, transportation, sports competitions, and any other incompatible with the use of the boat. The lessee is solely responsible for the vessel during the lease and will use it responsibly, obeying the rules of the authorities with competence for the purpose, being solely and exclusively responsible for the consequences that will result from the breach of the same.

## 14. SUBLEASE:

It is strictly forbidden to sublease or assignment of the vessel by the lessee.

## 15. PERSONAL PROPERTY OF PASSENGERS:

The lessor shall not be liable for any damages or losses that may occur in the passengers' personal property that may occur during the lease term.

## 16. ACCIDENTS:

The Lessee agrees to immediately report any loss to the lessor and to forward immediately any letters, summonses or notices which relate to such loss and to provide full cooperation to the lessor and the Insurer in the investigation and defense of any claim and trial. at the time of the accident or incident shall take the following measures:

a) No liability or guilt recognize of the fact, except the "Declaration Accident Friendly".

b) Get full details of the opposing party, performing "Friendly Accident Statement" or "Party of Loss", witnesses, together with details of the accident shall immediately telephone notifying the lessor in case of serious accidents.

c) Immediately notify the authorities if there is guilt of the defendant.

d) Do not leave the boat without taking suitable measures to protect and safeguard it.

In case of default by the lessee of any of these measures, if applicable, the lessor may require the lessee damages caused by negligence.

**17. THEFT:**

In case of theft of the boat, the lessee is required to submit the corresponding report the fact to the competent authority, delivering the same to the lessor.

**18. DATA PROTECTION:**

Personal data are protected under Law 15/1999 of December 13, Protection of Personal Data. These data may only be processed and assigned to companies dealing with debt collection, and to the realization of advertising compañías the lessor.

**19. CLAIMS:**

Any complaint you wish to make to the lessor must be in writing within a period of fifteen days of lease date..

**20. JURISDICTION:**

For the resolution of any dispute arising from this contract the parties submit to the Administrative Authorities and Courts of Ibiza governed the relationship between them by the Spanish Law.