

BOAT RENTAL CONTRACT

SPECIAL CONDITIONS

BETWEEN THE UNDERSIGNED :

NOMAD RESPONSE LDA

Tel: 934.038.678

Address: Estrada Jose Avelino Pinto, Apartamento Oceano 3F, 9125-024

TIN:516462334

Hereinafter referred to as “the owner” or “the lessor” AND :

The company: NOMAD RESPONSE LDA TIN:516462334

Tel: 934.038.678

Address: Estrada Jose Avelino Pinto, Apartamento Oceano 3F, 9125-024

Hereinafter referred to as “the tenant”

The tenant certifies having read the special conditions and general conditions of the contract and fully adheres to them.

This document must be returned to the owner duly dated and signed. It is specified that any deposit payment constitutes acceptance of the contract.

THE FOLLOWING WAS AGREED:

ARTICLE I: Competence of the captain

I-1 The tenant undertakes to act as captain or to have, throughout the duration of the rental, a captain with the relevant qualities and knowledge in order to take responsibility for the boat as well as the crew.

I-2 In the event that the captain's license is not Portuguese, he must comply with the rules explained in Decree DL 149/2014. Failure to comply with these rules may result in sanctions, including cancellation of the rental contract.

I-3 If the captain is not the tenant, the latter must attach to this contract a CV attesting to the abilities and identity of the captain in the person of:

Name :

First name :

Date and place of birth :

License number:

ARTICLE II: Boat

This contract concerns the boat designated below:

Type: MOTOR BOAT Brand: Registration:

Power :

Place of provision: PORT OF FUNCHAL

Maximum number of passengers authorized: 12 Maximum navigation zone; 3 miles from a shelter.

ARTICLE III: Duration

This contract governs the rental of the aforementioned boat belonging to the owner by the tenant for a period determined below:

• **Half day** :THE _____ of _____ h to _____ h

• • **Full Day**:THE _____ of _____ h to _____ h

**The rental can extend over several days. However, the boat must be returned to the port of departure each evening, no later than 6:00 p.m., and picked up the next morning from 9:00 a.m. **

ARTICLE IV: Price

IV-1 - Half day: _____ € incl. VAT - **Full Day:** _____ € incl. VAT

For any rental, a deposit of €2,000 including tax will be taken by bank imprint on the day of rental.

This deposit is intended to cover repair costs in the event of damage to the boat. If repair costs exceed the deposit amount, the tenant will be required to pay the difference. If the tenant cannot pay the difference charges, legal action will be taken against them.

If payment of the deposit is not made on the day of rental, the owner reserves the right to refuse the service.

If the condition of the boat is deemed satisfactory upon return, the deposit will be returned to the tenant within 7 to 15 days.

Regarding payment of the rental, the tenant must pay 30% of the total amount at the time of booking, and the balance of 70% must be paid no later than the day of departure.

IV-2 The prices agreed in the rental contract are firm and final. These do not include in particular the costs of: engine fuel, possible port tolls, possible repairs and, in general, any consumable materials necessary for the proper functioning and maintenance of the boat which remain exclusively the responsibility of the tenant for the entire duration of the rental.

Refills and levels of consumable materials will be made by the lessor before any rental.

IV-3 The boat will be made available to the tenant with a full tank of SP95/98 gasoline and must be returned with a full tank of SP 95/98 gasoline. Failing this, the owner will make the supplement and will be entitled to invoice it to the customer at a flat rate of €30 for each missing bar on the tank indicator.

IV-4 The tenant cannot claim even a partial reimbursement of the rental price in the event of an incident occurring after the boat is made available and not preventing the use of the vessel.

Special mentions:

Made in :

THE :

In two original copies

The owner/renter

The tenant

(Handwritten words “read and approved”)

TERMS AND CONDITIONS

Article 1. Obligations of the owner

1.1 The owner undertakes to provide a boat in compliance with the laws or regulations of the flag country of the said boat and/or the navigation zone in which the tenant must operate if it does not exceed the territorial limits of the flag.

1.2 The owner undertakes to ensure that the boat being rented is equipped with all mandatory safety equipment.

1.3 The owner undertakes to be insured for the rental of the boat.

1.4 The owner undertakes not to entrust the boat to the tenant if he becomes aware of a technical problem affecting its safety.

Article 2. Tenant's obligations

2.1 The tenant is responsible for the boat in his care as well as the crew and passengers.

2.2 As such, the tenant undertakes to:

- use the boat reasonably and in strict compliance with the regulations in force, to this end, the tenant will be solely responsible for the consequences of any infraction.
- do not exceed the navigation zone set by the Owner and/or regulations.
- do not entrust responsibility for the boat to a third person without prior agreement from the owner, subletting or lending being prohibited.
- return the boat on the scheduled dates and times.
- return the boat as well as its accessories in the same condition as that referred to in the inventory of fixtures noted contradictorily (photo of the hull of the boat as well as the engine taken before the start of the rental).
- do not abandon the boat after an accident or breakdown and keep it under your responsibility while waiting for it to be taken over by the owner or insurer.
- immediately notify the owner and the competent authorities in the event of an accident, theft, loss, fire or any other damage or damage and obtain a report or minutes attesting to the conditions of the incident.
- notify the owner of any event affecting the boat as soon as possible. - do not carry out any repairs without the prior agreement of the owner.

2.3 If the vessel is equipped with a VHF, the lessor releases its liability if no member of the lessee's crew has the necessary diploma.

2.4 The tenant means that the captain has the necessary knowledge to take responsibility for the boat and carry out the planned navigation. It therefore ensures, for the duration of this support, that the boat is maintained in good navigation condition, as well as its routine maintenance. The tenant is required to inform himself before his departure of all the procedures useful for the proper functioning of the engine and the various navigation instruments.

Article 3. Taking possession

3.1 Possession of the boat takes place on the agreed date when the balance of the price has been paid, the deposit paid, the inventory and the inventory completed and signed by the parties.

3.2 Taking possession occurs by handing over the keys and mandatory documents relating to the boat (navigation title, insurance contract, rental contract).

3.3 The tenant accepts the boat in the condition it is in after having visited it and having carried out a contradictory inventory of the equipment on board. The renter must ensure that he understands the proper functioning of the boat. The tenant must check the good condition of the boat and its equipment. Taking charge constitutes recognition by the tenant of the good working condition and cleanliness of the boat, and of its suitability for navigation.

3.4 The owner reserves the right not to entrust the boat if he considers that the tenant or the captain is unable to sail (lack of skills, alcoholic or other influence, etc.).

3.5 The electronic navigation instruments available are intended only to facilitate navigation. Their defect does not relieve the tenant of his responsibility.

Article 4. Use – Responsibilities – Damage

4.1 The tenant is solely responsible, from the time the boat is made available, for any damage that is not covered by insurance.

4.2 The tenant undertakes to use the boat “as a good father” and in compliance with the regulations of Maritime Affairs, Customs, and the Portuguese Police.

4.3 The tenant affirms that he has the knowledge and experience necessary for the navigation he plans to practice, as well as the permits required by Maritime Affairs for operating boats.

4.4 The lessor or his representative reserves the right to refuse the provision of the boat if the captain or the crew do not appear to him to have sufficient competence

notwithstanding the references, patents or permits presented, or for any other reason for which he is the only judge like bad weather. In this event, the tenant will have his contract terminated and the sums paid returned, without either party being able to claim damages or any other compensation.

4.5 Throughout the duration of the rental, the tenant uses the vessel as he wishes, but he undertakes to only board the authorized number of people, to use the boat only for pleasure navigation to the exclusion of any commercial operation, fishing/ professional fishing, transport or regattas...

4.6 The lessee expressly releases the lessor from any liability as a shipowner or otherwise due to a breach of these prohibitions and will be solely responsible to the Maritime and Customs Services for any trials, prosecutions, fines and confiscations incurred by him in this regard. , even in the event of involuntary fault on his part. In the event of seizure of the rented boat, the tenant will be required to pay the owner compulsory contractual compensation, corresponding to the rental rate in force.

4.7 In case of confiscation. The tenant will be required to reimburse the value of the boat within one month.

4.8 In the event of serious damage (water, fire, etc.), the tenant is required to notify the lessor or his representative as soon as possible, requesting instructions. While waiting for these, the tenant will be required to have a report drawn up, in order to obtain reimbursement from the insurance company of the sums owed to him. If the tenant does not complete this formality he may be required to pay all expenses caused by the damage.

4.9 Deprivation of use resulting from damage occurring during this rental will not be subject to any reimbursement, even partial of the amount of said rental, whatever the cause of the damage, unless it is not attributable to the tenant.

4.10 Under no circumstances can the rented boat be sublet or even loaned free of charge.

4.11 The tenant must respect regional legislation for observations of vertebrate marine animals which are explained in these four decrees:

Decreto Legislativo Regional no 15/2013/M de 14 de maio de 2013

Portaria no 97/2013 de 7 outubro de 2013

Portaria no 46/2014 from 22 de April de 2014

Portaria no 13/2015 de 14 de Janeiro

The lessor disclaims all liability if the lessee does not comply with these laws and who incurs a fine of up to €80,000.

4.12 The boat “ELITE 2” is not registered to carry out any type of fishing activity, the lessor disclaims all liability if the lessee does not respect these instructions.

Article 5. Restitution

5.1 The tenant is required to return to the designated port on the agreed dates and times. The inventory and return inventory time is an integral part of the rental period provided for in the contract.

5.2 The boat must be emptied of all luggage and occupants before return, in good working order and cleanliness, under penalty of additional cleaning costs billed at a flat rate of €100 excluding VAT payable by the tenant. For this purpose, a deduction from the deposit may be made.

5.3 Except in cases of force majeure, in the event that the tenant returns the boat less than 30 minutes late, no penalty will be applied. However, if the delay exceeds this half hour, a fixed compensation of €80 including tax would be due to the owner for each additional hour.

If the delay exceeds two hours, the tenant would be required to pay 100% of the rental price, regardless of the cause of the delay (including weather conditions, the captain having to take all measures to deal with this. eventuality).

5.4 If for any reason the renter is not able to return the boat to its designated return port, security and/or delivery costs may be billed to him, as well as late fees in application of the article 5.3 of these general conditions. The rental will only end after the boat has been returned to the rental company under the conditions provided above.

5.5 The rental only ends after the boat has been returned and the return inventory has been signed.

Article 6. Deterioration or loss

6.1 If the tenant were to damage or lose the boat or any accessory listed in the inventory, he will be required to pay for the repair or replacement of the same. A deduction from the deposit may be made.

6.2 If the deterioration or loss results from a loss covered by the insurance policy, reimbursement of the deposit will be deferred until settlement by

the insurance company for repair and/or replacement bills. Reimbursement will be made after deduction of the excess provided and any incidental costs that may have resulted from the incident.

Article 7. Insurance

7.1 The owner declares to have taken out an insurance policy guaranteeing the tenant:
- third party recourse for property damage and bodily injury (civil liability);

- damage;

7.2 Payment of the insurance premium is included in the rental price. Dependencies ;

7.3 The insurance policy does not guarantee persons transported on the boat against accidents to which they may be victims, excluding Civil Liability.

7.4 The lessor disclaims all liability for loss, theft or damage concerning the lessee's personal property or which may affect the lessee and his guests. Personal effects are not insured under any circumstances.

7.5 Individual insurance for the transported persons can be taken out by the tenant for his benefit and at his own expense, to cover the risks mentioned.

7.6 In the event of a disaster, if the damage is less than 2000 euros, the rental company may deduct the amount of repairs or compensation directly from the deposit, before returning the balance.

7.7 In the event of damage exceeding €2,000 including tax, the tenant must cover all additional repairs as quickly as possible. If this is not possible, legal action will be taken against him and he will have to cover all additional losses caused by the delay in these repairs.

7.8 The owner retains the right to seek compensation for damage suffered during a breach of the basic rules of navigation.

Article 8. Cancellation of the reservation by the tenant

8.1 Any cancellation must be notified to the rental company. If the cancellation occurs less than 2 days before departure, the amount of the contractual deposits remains with the rental company. If the cancellation occurs between 3 and 7 days before departure, 50% of the contractual amount remains with the rental company; more than 7 days, 100% of the amount paid for the reservation is returned to the tenant.

Article 9. Termination of the contract by the tenant

9.1 The period for which this contract was concluded may only be changed with the agreement of the lessor and to the extent of its possibilities.

9.2 In the event of a request for termination during the contract by the tenant, the rental amount and the deposits paid will remain with the rental company, whether or not the tenant has used the boat during the rental period, whatever the reason for the termination. this vacation.

9.3 If the boat is not delivered in a seaworthy condition, either due to lack of an essential safety element, or because it does not comply with regulations, and if the charter company is not able to offer a boat of equal or greater characteristics, the tenant may break this contract and obtain restitution of the sums paid and costs incurred without being able to claim compensation in damages or any other compensation.

Article 10. Termination of the contract by the owner

10.1 In the event that, as a result of damage occurring during the previous rental(s), or of any impediment beyond its control, the lessor or his representative cannot give use of the boat to the agreed date, he will have the full option according to the choice of the tenant either to make available to the tenant a boat of equivalent or greater size, or to return the sums paid by the tenant without the tenant being able to claim damages and interest .

10.2 In the event of late availability of the boat, the rental price will be recalculated on the basis of the number of hours or days of availability of the boat, without the tenant being able to claim damages.

Article 11. Taking charge of the boat

11.1 The lessor undertakes to entrust the lessee with a boat equipped and armed in accordance with the laws and regulations in force for the intended navigation category, in good working order and cleanliness.

11.2 The rental company cannot be held responsible for the fragility of electronic equipment, sail fabrics or after-sales service times.

11.3 In any case, the tenant has taken charge of the boat when the balance of the price has been paid, the deposit paid and the inventory and inventory signed.

Article 12. Inventory

The inventory, in 2 copies, is countersigned by the lessor and the lessee upon taking charge of the boat, each party retaining a copy. Any failure to comply with the inventory must be jointly noted by the lessor and the tenant, and the subject of special mentions on the inventory document. The signing of the inventory by the tenant constitutes recognition of the good condition and proper functioning of the boat, with the exception of hidden defects.

Article 13. Consumables

13.1 All consumables (fuel, water) are the responsibility of the tenant throughout the rental period.

13.2 Shipping costs, during the rental period, are the responsibility of the tenant.

Article 14. Deposit

14.1 The deposit, paid at the time of taking charge of the boat, is intended to guarantee damage to the rented property or partial loss of objects, attributable to the tenant.

14.2 The amount of this deposit does not, however, constitute a limit of liability enforceable against the lessor, who always retains the right to exercise any recourse for compensation for damage suffered. The deposit will be returned within 7 to 14 days after the boat is returned.

14.3 In the event of deterioration of the rented property or loss not covered by insurance and attributable to the tenant, or about which doubt remains, reimbursement of the deposit will be deferred until payment by the insurance or by the tenant of the costs incurred. .

Article 15. Return of the boat

On the day of return, the tenant must return to the rental company, for inventory and inspection purposes, the boat emptied of its occupants and their personal effects, and returned to perfect order and cleanliness, full of fuel. do.

The inventory and return inventory are established contradictorily.

Article 16. Disputes

The law applicable to this contract is Portuguese law and the competent courts are the Portuguese courts.

THE RENTER

THE TENANT

(Handwritten words “read and approved”)

STATE OF SUPPORT

Type of boat: Motor boat

Brand/Model: BOMBARD SB640

Reservation:

Date :

Hour:

Place of Departure :

Fuel level:

Level of cleanliness:

Observations on the condition of the boat

INVENTORY

Armament less than 3 miles

Number of life jackets:

Tenant signature

Signature of the lessor

STATE OF RETURN PLACES

Arrival :

Fuel level:

Level of cleanliness:

-Outside

-Interior

Observations on the condition of the boat

Tenant signature

Signature of the lessor