

Booking clauses for pleasure boat rental

After filling out the online booking card relating to the lease of a recreational boat of the "SERVIZI TURISTICI DI DALLA PUPPA KEVIN" (hereafter "Lessor") through www.laguniamo.com, I, future subscriber of the lease (hereby "Tenant"), confirm that I undertake to complete the online payment procedure and have read the following clauses (the following clauses are valid since the Tenant has completed the online payment methods, provided at the end of the booking procedure):

SECURITY DEPOSIT: The Tenant is required to pay the Lessor at the same time as the delivery of the boat, a cash security deposit equal to: 100€ per electric boat, 150€ euros for boats with petrol engine. (point 9 of the General Conditions)

PAYMENT: The Rental Price is paid by the Tenant via the online payment form "PayPal".

In case of delay of the Conductor in the delivery of the boat at the end of the booked period, the price difference must be paid directly to the Lessor (half cash or card) at the time of return of the boat, with the following methods: 20€ for every half hour of delay. The first 15 minutes will not be taken into account.

The lease is governed by the following General Conditions

- 1) Reservations made online, with the payment of a deposit equal to the rental price (Accepted form of payment: PayPal), oblige the Lessor to keep the boat available to the Tenant for the entire rental period booked.
- 2) The Tenant is entitled to a full refund of the deposit in the event that you cancelled the Online Booking at least 48 hours before the start of the Rental. To cancel the Online Booking, call no. (+39)328.2955501. In the event that, at the time of the start of the rental period booked, the boat is not available because of the Lessor, the Tenant is entitled to a refund of 120% of the deposit.
- 3) In the event that the Tenant lay off the lease with less than 48 hours' notice from the start of the lease, the Lessor may withhold half of the deposit as compensation and will not require any further compensation.
- 4) The Tenant who does not show up to pick up the Boat on the date and time booked cannot request a refund and the Lessor can withhold the full amount already paid online as a deposit.
- 5) In the event of a delay of which the Tenant shall give notice to the Lessor at least 30 minutes before the time set for the start of the lease, the Lessor will keep the Boat at the disposal of the Tenant until the time of indicated as the end of the Lease, without changes in the Price.
- 6) The Tenant is not entitled to any refund in the case of early return of the Boat, except in the case of severe bad weather, for which the Conductor will be entitled to reimbursement of 50% of the price of the rental period not enjoyed. The Lessor is not responsible for any change in the weather-marine conditions that occurred during the rental period, but undertakes to notify the Tenant with as much notice as possible.
- 7) The Lessor may prohibit the start of the Rental, in case of bad weather provided during the booked hours. In the event that bad weather prevents the start of the rental, the Tenant who will show up at the Lessor at the appointed time will be entitled to a refund of the deposit, unless he prefers to make a new Reservation and the Lessor confirms it.
- 8) The delivery of the Boat will be documented by the Receipt at the bottom of this form. The boat is delivered intact (except as highlighted in the inventory on board the boat, delivered to the Tenant before the start of the lease) in a state of navigability, with the relative relevance, complete with accessories,

equipment and safety equipment, equipped with the necessary documents for navigation and insured according to current legislation.

9) The Lessor is not required to check in advance the nautical skills declared by the Tenant. If the Tenant, at the time of delivery, is unable to lead the vessel – at the unquestionable judgment of the Lessor or his representative – the contract will be deemed resolved automatically and the price paid by the lessee will be retained by the Tenant as a penalty.

10) In case of damage, failure, accidents, collisions, loss of equipment, the Tenant must immediately notify the Lessor by telephone, and follow his instructions. The Tenant may continue sailing only if the continuation of the cruise does not aggravate the damage suffered by the boat, nor can it cause danger to other vessels and/or to people.

11) At the same time as the boat is delivered, the Tenant will pay the lessor the Security Deposit provided for in the Contract. The Security Deposit will be refunded to the Tenant after the return of the boat without damage or loss of on-board equipment. In the event of damage to the vessel or engine or loss of on-board equipment, the Tenant shall be required to compensate the Lessor for the amounts referred to in the table below. The Lessor may withhold the amounts of compensation from the Security Deposit.

COMPENSATION TABLE

1. Propeller breakage	150€	8. Sun tent breakage	€250
2. Motor foot breakage	1000€	(Close the tent in case of low bridges or strong wind)	
3. Gear breakage (engage reverse gear at low engine rpm)	500€	9. Top side damage	Actual market price
4. Cooling fan breakage (check that cooling water comes out of the engine)	300€	10. Starting key breakage	€80
5. Loss of anchor	80€	11. Loss of cushions	€100 per piece
6. Motor fin loss or breakage (only for electric boats, avoid shallow waters)	80€	12. Windshield breakage	€200
7. Ladder breakage	120€	13. Fender loss	€ 40
		14. Loss of on-board equipment	Actual market price
		15. Various repairable damages	Actual market price

12) If the compensation provided for in the table exceeds the amount of the Security Deposit, the Tenant is required to pay the difference at the time of return of the boat.

13) In cases where the Tenant requests assistance or recovery from the Lessor to be carried out by boat, the Lessor will apply the following rates: € 80 for assistance in the canals of the municipality of Cavallino-Treporti, up to €150 in the islands of Venice. These rates will be applied whenever the assistance or recovery is caused by negligence of the Tenant or in any case by facts not attributable to the malfunctioning of the allocated vessel. The Tenant is not required to pay assistance costs when it is required due to a boat failure or if the increase for the "Recovery and assistance service" of €10 has been paid, at the same time as the boat is delivered.

14) The Tenant:

- Is responsible for the correct use of the Boat and cannot entrust it to others;

- is subject to all legal obligations and duties of the figure of the "Boat Master"
- has an obligation to sail only in weather conditions that guarantee total safety for themselves and the crew;
- has carefully read all the navigational provisions and rules delivered before departure and present on board the Boat;
- will use the Boat only for the routes indicated in the navigation map that will be delivered to him with the Boat;
- use the vessel for recreational use only, noting that there is an absolute ban on freight and passenger transport, professional fishing and any kind of trade;
- will not be able to carry more people than indicated in the contract.
- undertakes to comply with all the requirements of the rules in force on navigation, safety and health protection, assuming all civil and criminal liability in the event of their violation.
- is solely responsible to the persons on board for any damage or injury suffered as a result of access to the Boat and its use.
- By signing this contract, the Tenant expressly relieves the Lessor of any liability resulting from the violation of the laws and regulations indicated above.

15) All vessels located are provided with RC insurance for navigation and damage to third parties, for the total theft of the boat and for the fire. The insurance does not cover:

- Damage caused by the fact and fault of the Tenant to the boat and equipment;
- Partial damage caused or resulting from weather events, including tidal rise.
- Damage caused to engines and/or their components, propeller, propeller axis and rudders
- Theft, loss or damage of property and effects owned by the Tenant and transported;
- Damage suffered by the Holder and those transported for acts or acts unrelated to civil liability

16) Not unlike those provided for in these General Conditions, Articles 42 to 46 of DLT 18/07/2005, n. 171, which are as follows: Art. 42. Lease and form of contract

1. The leasing of recreational craft shall be the contract by which one of the parties undertakes to transfer the enjoyment of the recreational unit for a specified period of time.
2. With the allocated pleasure craft, the conductor shall carry out navigation and assume responsibility and risks.
3. The lease of recreational craft and vessels shall be drawn up in writing on pain of invalidity and shall be kept on board in original or certified copy.
4. The form of the sublocation or transfer contract shall be governed by paragraph 3.

Art. 43. Expiry of the contract

1. Unless the lessor expressly consents, the contract is not intended to be renewed even if, after the time limit has been set, the holder retains the detention of the recreational craft.
2. Unless otherwise agreed by the parties, in the event of a delay in the tenant's return for a period not exceeding the tenth part of the duration of the lease, damage shall not be settled but the lessor shall, for the period of time exceeding the duration of the contract, be charged twice as much as that laid down in the contract.

Art. 44. prescription

1. The rights deriving from the lease are prescribed with the course of one year. The period shall run from the expiry of the contract or, in the case referred to in paragraph 2 of Article 43, from the return of the unit.

Art. 45. Lessor's obligations

1. The lessor shall deliver the recreational craft, with its relevance, in perfect efficiency, complete with all safety equipment, equipped with the necessary documents for navigation and covered by the insurance referred to in Law No 990 of 24 December 1969, and subsequent modifications.

Art. 46. Obligations of the holder

1. The holder shall use the pleasure craft in accordance with the technical characteristics resulting from the navigation licence and in accordance with the purposes of pleasure.