

Recreational Watercraft Rental Agreement

By signing this form, the Renter (hereinafter "Renter" or "you") agrees to rent from S.A.L. (hereinafter the "Craft owner" or "we" or "us") a recreational craft for the time specified and subject to all terms and conditions set forth below.

• **RENTER DETAILS:**

Name Surname

Date and place of birth.....

Place of residence Address

Identity card or Passport no.

E-Mail Mobile phone

Holiday place (camping/hotel name/holiday home address)

Telephone number for emergencies on board

Copy or scan of the identity document of the Renter, with their consent, is acquired by the Craft Owner for the purposes indicated in the attached Personal Data Processing Information (articles 13 and 14 of EU Reg. 2016/679)

- **RECREATIONAL WATERCRAFT:**
- **NO. OF PERSONS ON BOARD:**adult.....children (<14 years old)named by the Renter and under their responsibility.
- **DURATION OF RENTAL:** beginning atof the dayend atof the same day
- **PRICE:** the rental price is € (The price includes VAT and stamp duty, if due)
- **ASSISTANCE AND RECOVERY SERVICE:** By ticking the following box and with a price increase of € 50.00, the Renter, in case of need, will be entitled to the assistance of the Craft Owner referred to in article 9) of the General Conditions at no additional cost.
- **SECURITY DEPOSIT: €250.** (See article 6 of the General Conditions).
- **PAYMENT:** The price shall be paid using the online payment form or at the time of delivery of the watercraft. In the event of exceeding the duration of the rental period requested at the time of booking, the price difference shall be paid upon return of the watercraft according to the following:
 - € 20 up to 30 minutes delay;
 - € 50 from 30 minutes to 1 hour delay;
 - past the hour's delay, € 100 for every additional hour.The first 15 minutes of delay will not be taken into account.
- **ATTACHMENTS:** by signing this form you confirm that you have received the attached GENERAL CONDITIONS of the agreement. You also confirm that you have read and accepted each article contained therein.

In faith (place and date)

The Renter [signature]

For acceptance: [signature] (the Craft Owner)

PERSONAL DATA PROCESSING - GDPR

Pursuant to current legislation on the protection of personal data (EU Regulation no. 679 of 2016), having received information on the processing of my personal data:

I consent I do not consent the Craft Owner to external communication of my data for the exclusive purpose of messages and phone calls addressed to me.

I consent I do not consent the Craft Owner to keep my personal data for marketing purposes and to send to my home or to my e-mail address periodic communications on promotions or events.

In faith (place and date)

The Renter [signature]

For acceptance: [signature] (the Craft Owner)

Rental Agreement General Conditions

1. Subject of the agreement

1.1 The subject of this agreement is the rental of the recreational craft indicated in the agreement. The Craft Owner undertakes to make available to the Renter the watercraft for the given period of time and against payment of the fixed fee.

1.2 The delivery of the watercraft will be documented by the Receipt at the bottom of this form. The watercraft is delivered intact, in a seaworthy condition, with its appurtenances, complete with accessories, equipment and safety equipment (as shown in the inventory delivered to the Renter before the start of the rental), equipped with the necessary documents for navigation and insured according to current legislation.

2. Fees

2.1 The cost of the rental includes:

- a) The rental of the watercraft for the specified period of days/hours agreed in the "Watercraft Rental Agreement";
- b) Civil liability RCA Insurance.

2.2 Costs for fuel, cleaning on return and anything else not expressly provided are not included in the cost of the rental.

3. Insurance

All rented watercrafts are covered by Civil liability RC insurance for navigation and damage to third parties, total theft of the watercraft and fire. The insurance does not cover:

- Damage caused by the negligence or fault of the Renter to the watercraft and the equipment.
- Partial damage caused by or resulting from atmospheric events, including rising tides.
- Damage caused to the engines and/or their components, propeller, propeller shaft and rudders.
- The theft, loss or damage of objects and effects owned by the Renter and the persons on board.
- Damages suffered by the Renter and the persons on board for circumstances and actions unrelated to civil liability.

4. Withdrawal of the Renter

4.1 The Renter has the right to withdraw from the agreement.

4.2 The withdrawal can be communicated by e-mail to the email address info@laguniamo.com or by telephone calling the following number: **(+39)328 2955501**.

4.3 The Renter is entitled to a full refund of the price paid without any penalty only in the event that the withdrawal is exercised at least **72 hours before the start of the agreed Rental period**.

4.4 If the Renter exercises the withdrawal with less than **72 hours' notice from the beginning of the agreed Rental period**, the Craft Owner may withhold, as a penalty, an amount equal to half of the price agreed for the Rental.

4.5 If the Renter exercises the withdrawal with less than **48 hours' notice from the beginning of the agreed Rental period**, the Craft Owner may withhold, as a penalty, an amount equal to the entire amount agreed for the Rental.

4.6 Any refunds due to the Renter pursuant to the previous articles 4.3 and 4.4 will be credited with the same method used for the purchase, **net of any commissions due to the payment platform**, within 15 working days from the date of communication of the withdrawal.

5. Obligations of the Renter

5.1 As a result of the agreement, the watercraft is made available to the Renter for their use for the time agreed. The Renter operates the watercraft and assumes all responsibilities and risks.

5.2 The Renter:

- is responsible for the correct use of the watercraft and cannot entrust it to others;
- is subject to all the legal obligations and duties of the figure of the "Watercraft Captain";
- undertakes to navigate only in weather conditions that guarantee full safety for themselves and the crew;
- has carefully read all the provisions and navigation rules delivered before departure and present on board of the watercraft;
- shall use the watercraft only for the routes indicated in the navigation map that will be delivered to the Renter with the watercraft;
- shall use the watercraft for recreational use only, acknowledging that it is absolutely forbidden to transport goods and passengers or engage in professional fishing and any kind of trade;
- agrees said watercraft will not carry a greater number of persons than that specified in this rental agreement;
- shall operate the craft in accordance with all the provisions of the current rules on navigation, safety, and health protection, assuming any and all civil and criminal liabilities arising from their violation;
- shall bear any and all responsibility towards the persons on board for any damage or injury suffered as a result of access to the watercraft and its use;
- by signing this agreement, the Renter expressly releases the Craft Owner from all liabilities resulting from the violation of the laws and regulations specified above.

5.3 The Renter agrees to take care of the watercraft, to keep both internal and external equipment in order, to keep the equipment and accessories working and in correct use, to return the watercraft in the same exact condition as received. The Craft Owner has the right to withhold from the security deposit a sum equal to € 20 to cover for extra cleaning costs, in case the watercraft is returned dirty.

6. Damage to the Recreational Craft. Security Deposit and Indemnification

6.1 In case of damage, accidents, collision, loss of equipment, the Renter must immediately notify the Craft Owner by telephone, and follow the instructions given by the Craft Owner. The Renter may continue operating the craft only if the navigation is not likely to worsen the damage already suffered by the watercraft or cause danger to other watercrafts and / or people.

6.2 At the same time as the delivery of the watercraft, the Renter will pay the Craft Owner the Security Deposit provided for in the Agreement. Except as provided in paragraph 5.3 above, the Security Deposit will be refunded to the Renter after the return of the watercraft without damage or loss of equipment on board. In case of damage to the watercraft or to the engine or loss of equipment on board, the Renter agrees to indemnify the Craft Owner by paying the amounts referred to in the table below. The Craft Owner may withhold the amounts from the Security Deposit.

INDEMNIFICATION TABLE

1. Propeller breakage	250€	7. Ladder breakage	€200
2. Gear case breakage	1000€	8. Sun shade canopy breakage (close the sun canopy when passing below bridges, when navigating at high speeds, and in the event of strong winds)	€400
3. Gearbox (insert reverse gear at a low engine rpm)	600€	9. Top side damage	
4. Cooling fan (check that cooling water comes out of the engine)	300€	10. Ignition key breakage	
5. Loss of anchor		11. Loss of pillows	Repair cost to be established
6. Loss or breakage of motor fin anode	100€	12. Windshield breakage	€1000
(only for electric watercrafts: avoid shallow waters)	500€	13. Loss of Fender	€150
		14. Loss of equipment on board	€250 each
		15. Miscellaneous repairable damage	€300
		16. Extra cleaning fee	€ 50
			220 total
			price in force Cost of repair
			€ 20

If the compensation provided for in the table exceeds the amount of the Security Deposit, the Renter is required to pay the difference at the time of return of the watercraft.

7. Return of the Recreational Watercraft

7.1 Except as provided in paragraph 8 below, the Renter is not entitled to any reimbursement in the event of early return of the watercraft.

7.2 If, for any reason, the Renter should delay the return of the watercraft, the Renter will be required to immediately notify the Craft Owner by telephone. The Craft Owner may authorize the delayed return of the watercraft specifying the methods and conditions for return of the craft. In the absence of such authorization, the Craft Owner is entitled to report the theft to the competent Authorities if the watercraft has not been returned after twenty-four hours from the agreed time.

7.3 In the event the watercraft is returned late without prior agreement with the Craft Owner, the Renter agrees to pay the following charges:

- i. 1 to 15 minutes, no extra charge;
- ii. From 15 to 30 minutes, € 20;
- iii. From 30 to 60 minutes, € 50;
- iv. From 1 to 2 hours, € 200;
- v. From 2 to 6 hours, € 500;
- vi. From 4 to 12 hours, € 1000;
- vii. Over 12-hours delay, a daily rate of € 2000 will be charged.

8. Adverse Weather Conditions

8.1 The Craft Owner may prohibit the start of the Rental, in case of adverse weather conditions expected during the agreed rental period. In the event that adverse weather conditions prevent the start of the rental, the Renter who will arrive at the Craft Owner's premises at the start of the agreed rental period will be entitled to a refund of the rental price paid, unless he prefers to make a new Booking and the Craft Owner confirms it.

8.2 In case of severe adverse weather conditions during the rental period, the Renter will be entitled to a refund of 50% of the price of the unused rental period.

9. Assistance or Recovery by the Craft Owner

9.1 If the Renter requests assistance or recovery interventions to be carried out by watercraft, the Craft Owner will apply the following rates: up to **€ 100** for assistance in the canals of the municipality of Cavallino-Treporti, up to **€ 180** in the islands of Venice area. These rates will be applied whenever the assistance or recovery is due to negligence on the part of the Renter or in any case by circumstances not attributable to malfunction of the watercraft.

9.2 The Renter will not be charged any assistance costs when assistance is required due to breakdown of the watercraft or if the Renter has already paid **€ 20** for the "assistance and recovery service".

10. Fines and Expenses

10.1 The Renter is informed that all watercrafts are equipped with a GPS tracking system, which allows the Craft Owner to control the navigation route remotely.

10.2 In case of navigation within the LIMITED TRAFFIC ZONES also indicated by the regulations on board (Venice, Burano, Murano, Lido di Venezia, etc. ...), the Craft Owner has the right to retain the amount of **€ 200 from the security deposit**, as advance compensation to meet the **fine of € 150 + € 50 of expenses** provided for this type of infringement.

10.3 In the event that the Renter objects, the Craft Owner (who is jointly and severally liable to pay the fine) has the right to retain the Renter's personal data such as residential address and telephone / email number, in order to send to the Renter's address a copy of the fine and the payment notice for the Renter, who agrees to fully compensate the Craft Owner for the fine and related expenses **paid on the Renter's behalf**.

I, the Renter, **have read and fully understand the above. I fully agree to the terms and conditions as stated.** I expressly agree to clauses **4.4** (withdrawal with less than 72 hours' notice from the beginning of the rental); **4.5** (withdrawal with less than 48-hours' notice from the beginning of the rental); **6.2** (security deposit and compensation); **7.3** (charges for late return of the recreational watercraft); **9.1** (rates for assistance and/or recovery of the recreational craft by the Craft Owner); **10.2** (advance compensation for fines and related expenses).