

# Boat lease agreement

With this lease agreement, the Tenant requests the company Cimarosto Commerciale srl (the Lessor) to lease the watercraft to him, under the following conditions:

- 1) **WATERCRAFT:** \_\_\_\_\_
- 2) **TENANT GENERAL INFORMATION:**  
Name \_\_\_\_\_ surname \_\_\_\_\_ date/place of birth \_\_\_\_\_  
residing in \_\_\_\_\_ address \_\_\_\_\_  
Tax Code/Vat number \_\_\_\_\_ tel. nr. \_\_\_\_\_  
e-mail \_\_\_\_\_ Id. doc.nr \_\_\_\_\_

*Copy or scan of the Tenant's identity document, with his consent, is acquired by the Lessor for the purposes indicated in the attached Personal Data Processing Information (articles 13 e 14 Reg. UE 2016/679)*

- 3) **PEOPLE ON BOARD WITH TENANT:** \_\_\_\_\_  
\_\_\_\_\_

4) **DURATION OF THE LEASE:** starts at ..... on ..... ends at..... of the same day.

5) **PRICE:** the price of the lease is € .....

- With an increase in the price of € 10.00 the Tenant will have the right, in case of need, to the intervention of the Lessor with a rescue boat, with the cancellation of the rates provided for in point 12) of the General Conditions.

*The price is inclusive of VAT and stamp duty, if due*

6) **PAYMENT:** The price is paid upon delivery of the boat. In the event of exceeding the duration of the lease requested with the booking, the price difference must be paid upon return of the boat.

## The lease is governed by the following General Conditions

- 1) Online bookings with the payment of a deposit equal to the price (Form of payment accepted: PAYPAL) oblige the Lessor to keep the boat available to the Tenant for the duration of the lease
- 2) The Tenant has the right to reimbursement of the deposit only in the event that the online booking is canceled at least 72 hours before the start of the Lease.
- 3) In the event that the Tenant cancels the lease at least 24 hours before the start of the lease, the Lessor may withhold half of the security deposit as compensation and cannot request any further compensation
- 4) The lessee who does not collect the boat on the date and time booked must pay the lessor a penalty equal to the cost of the booked rental.
- 5) In the event of a delay in collecting the boat, for which the Tenant gives notice to the Lessor within 30 minutes from the time established for the start of the lease, the Lessor will keep the Boat available to the Tenant until the time indicated as the end of the Lease, without price changes.
- 6) The Tenant is not entitled to any refund in the event of early return of the boat, except in the case of severe bad weather, for which the Tenant will be entitled to a refund of 50% of the price of the unused rental period.
- 7) In the event that bad weather prevents the start of the lease, the Tenant who will present himself to the Lessor at the established 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.
- 9) Any damage or loss reported by the boat after use by the Tenant will be refunded by debiting the credit card that the Tenant delivers to the Lessor before starting the lease. The Lessor will return the credit card to the Tenant after completing the return procedures of the boat and having obtained any refunds eventually due to him.
- 10) As an alternative to the credit card, the Tenant can deliver a security deposit of Euro ..... to the Lessor, which can use by the Lessor for any refunds referred to next article. If the refunds exceed the security deposit amount or the credit card spending limit, the Tenant is required to pay the difference when the boat is returned.
- 11) The minimum refunds to be paid by the tenant for the damage and loss of the boat are established as follows:

|   |           |   |                       |
|---|-----------|---|-----------------------|
| 1. Propeller breakage   | Min. 200€ | 8. Sun tent breakage                                  | €300                  |
| 2. Motor foot breakage  | Min. 500€ | (close the tent in strong winds or at high speeds)    | (actual market price) |
| 3. Gear breakage (engage reverse gear at low engine rpm)                      | Min. 400€ | 9. Total engine loss at sea                           | (actual market price) |
| 4. Cooling fan breakage (check that cooling water comes out of the engine)    | Min. 150€ | 10. Total loss of the vessel or damage to the topside | € 250                 |
| 5. Loss of anchor   | 70€       | 11. Starting key breakage                             | € 100 (per piece)     |
| 6. Motor fin loss or breakage (only for electric boats, avoid shallow waters) | 80€       | 12. Loss of cushions                                  | € 200                 |
| 7. Ladder breakage  | 120€      | 13. Windshield breakage                               | € 30                  |
|   |           | 14. Fender loss                                       | (actual market price) |
|   |           | 15. Loss of on-board equipment                        | €2000                 |
|   |           | 16. Hull gash (avoid shallow waters)                  |                       |

12) In the event that the Tenant requests assistance from the Lessor to be carried out by rescue boat, the Lessor applies the following rates: € 80 in the canals of Cavallino-Treporti, up to € 130 in the minor islands of Venice.

13) The Tenant:

- Is responsible for the correct use of the boat and cannot entrust it to others;
- carefully read all the provisions and navigation rules delivered before departure and present on board the boat;
- will use the boat only for the routes indicated on the navigation map that will be delivered to him with the boat;
- cannot carry more than ..... people
- undertakes to comply with all the provisions of the current rules on navigation, safety and health protection, assuming all civil and criminal liability in the event of their violation.
- is the only responsible towards people on board for any damage or injury suffered as a result of the access to the boat and its use.

14) For what is not provided in these General Conditions, we refers to the Articles 42 to 46 of Legislative Decree 18/07/2005, n. 171, which are shown below:

*Art. 42. Location and form of the contract*

- 1. The leasing of watercraft is a contract by which one of the parties undertakes to pay the pleasure of the watercraft for a specified period of time.*
- 2. With the watercraft leased, the conductor exercises navigation and assumes responsibility and risks.*
- 3. The leasing contract for boats and watercraft is drawn up in writing under penalty of nullity and is kept on board in original or certified copy.*
- 4. The form of the sublease or transfer agreement is governed by paragraph 3.*

*Art. 43. Contract expiration*

- 1. Without the express consent of the lessor, the contract is not intended to be renewed even if, after the deadline expires, the tenant retains possession of the watercraft.*
- 2. Unless otherwise decided by the parties, in the event of delay in delivery due to the tenant for a period not exceeding the tenth part of the duration of the lease, no damages are paid but to the lessor, for the period of time in excess of the duration of the contract, a consideration is due in double the amount established in the contract itself.*

*Art. 44. Prescription*

*The rights deriving from the lease are prescribed after one year. The term starts 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. Obligations of the lessor*

*The lessor is required to deliver the pleasure craft, with its pertinences, in perfect efficiency, complete with all safety equipment, equipped with the necessary documents for navigation and covered by the insurance referred to in the law of 24 December 1969 , n. 990, and subsequent modifications.*

*Art. 46. Obligations of the tenant*

*The tenant is required to use the watercraft according to the technical characteristics resulting from the navigation license and in accordance with the recreational purposes.*

In faith (place and date) ..... the Tenant .....

For acceptance ..... (the Lessor)

For express approval of clauses n. 2 (booking deposit refund), 4 (penalty), 6-7 (refunds), 9-10 (credit card and deposit), 11 (amount of refunds), 13 (release of the Lessor from liability) of the General Conditions .

The Tenant ..... People on board ( or their guardian, if minors ).....

For acceptance: ..... (the Lessor)