

Antiparos Rent-a-boat

Boat Rental Agreement

No

THE PARTIES TO THIS AGREEMENT ARE:

1.1 THE OWNER:

First Name: CHRISTOS

Surname: DIAMANTIDIS

TAX number: 105656078

Physical Address: ANTIPAROS, 84007, CYCLADES

1.2 THE RENTER:

First Name(s):

Surname:

Identity / Passport number:

Physical Address:

Residence in Antiparos:

Mobile Numbers: 1..... 2.....

The parties choose the above stated addresses as their physical addresses at which legal proceedings may be instituted.

2. THE OBJECT OF THE RENTAL IS:

2.1 Type of Boat: RIB / GRP

2.2 Make and Color:

2.3 Model:

2.4 Year:

2.5 Registration Number:

2.6 Make and Type of Motor:

2.7 Motor Identification Number:

2.8 Rated Passenger/Weight Carrying Capacity:

2.9 Odometer/Hours Reading at the beginning of Rental Period:

2.10 Fuel at the beginning of Rental Period:.....Lt, %

2.11 Description of Trailer:

2.12 Registration Number of Trailer:

2.13 Description of Lifesaving and Safety Equipment: Anchors:....., Lifejackets:....., Flares: 3, Smokes: 3, Paddles: 2, Horn: 1,

2.14 Description of Electrical Equipment : GPS Plotter, Radio/CD, VHF,

3. CONDITION OF BOAT (AND MOTOR)

3.1 The Owner states that to the best of his knowledge and belief the above-described boat (and motor) is in sound and safe condition and free of any known defects or faults which would affect its safe and reliable operation under normal use.

3.2 The Owner further states that all required lifesaving and safety equipment on board are in good order and condition at the time of delivery of the boat to the Renter.

3.3 The Renter admits having inspected the boat and lifesaving and safety equipment on board and found them satisfactory and agrees that they are in compliance with the regulations pertaining to his intended area of use of the boat.

4. TERMS OF USE:

The boat shall be used according to the terms and conditions of this agreement

4.1 The Renter states that he is physically and legally qualified to operate the above-described boat.

4.2 The Renter will respect all instructions issued by the local Port Authority.

5. RENTAL PERIOD

The Owner agrees to rent the above-described boat (and motor) to the Renter for the following period:

5.1 Starting Date:.....Time:.....(a.m. / p.m.)

5.2 Ending Date:.....Time:.....(a.m. / p.m.)

6. RENTAL RATE:

6.1 The Renter hereby agrees to pay the owner at the rate of.....per day. Payment will take place at the time of delivery of the boat to the Renter. Payment shall be made in cash. The Renter is responsible for the entire boat rental rate once the deposit is received regardless of whether he cancels or leaves early.

6.2 **Daily Rental rate includes 4 running hours of the motor.** Extra running hours will be charged to the Renter with the amount of 30€/hour. Payment will take place at the time of delivery of the boat to the Renter (except extra running hours).

6.3 All fuel used shall be paid for by the Renter.

6.4 There shall be no additional Rental Fees for the Lifesaving and Safety Equipment.

6.5 The Renter will be charged extra rental fees in case the Owner and/or any mechanic needs to travel to repair the boat.

7. EXCLUSIONS:

7.1 The rented boat (and motor) shall not be used to carry passengers or property for hire.

7.2 The rented boat (and motor) shall not be used to carry passengers in excess of the capacity stipulated in 2.8 above.

7.3 The rented boat (and motor) shall not be used to carry passengers, goods or materials in excess of the rated passenger/weight carrying capacity of the boat as stipulated in 2.8 above.

7.4 The rented boat (and motor) shall not be used to push, propel or tow another boat, barge or any other thing without the written permission of the Owner.

7.5 The rented boat (and motor) shall not be used for any race or in any competition.

7.6 The rented boat (and motor) shall not be used for any illegal purpose.

7.7 The Renter shall not operate the boat (or motor) in a negligent manner.

7.8 The rented boat (or motor) shall not be operated by any other person other than the Renter stipulated in 1.2 above without the written permission of the Owner.

7.9 The Renter shall not remove the motor from the boat for any use whatsoever.

7.10 No passengers shall be carried on the boat whilst the boat is being towed by the trailer.

8. INSURANCE:

8.1 The Renter hereby agrees that he shall be held fully responsible and will compensate for any and all loss and/or damage to the boat and/or equipment and/or motor during the term of this Boat Rental Agreement whether caused by collision, fire, flood, vandalism, theft or any other cause, except that which shall be determined to be caused by a fault or defect of the boat or equipment or motor or trailer.

8.2 For the avoidance of doubt, this includes any loss of rental income due to the unavailability of the boat as a result of damage.

8.3 The Renter agrees to immediately call and notify the Owner of defective or non-working units. The Renter agrees to immediately call and notify the Owner of any alarm of the boat (high temperature, low oil level, low petrol level, etc.) The Renter agrees to call and notify the Owner before he refills the boat with petrol. The Renter hereby agrees that he shall be held fully responsible for any damage of the motor and/or equipment that will be notified by the computer of the official mechanic of the motor brand (according to the running hours and the official motor program) up to 3 months after the date of the rental period.

8.4 The Owner cannot guarantee against mechanical failures of the rental Equipment and shall not be held responsible for them. The Renter agrees to immediately notify the Owner of defective or non-working units. The Owner will make every reasonable effort to repair or replace defective units as quickly and efficiently as possible. Repair due to normal wear and tear on the Equipment will be made by the Owner.

9. DEPOSIT:

9.1 The Renter further agrees to make a deposit of..... with the Owner, which shall be used, in the event of loss of or damage to the boat or equipment or motor or trailer during the term of this Boat Rental Agreement, to defray fully or partially the cost of necessary repairs or replacement.

9.2 In the absence of damage or loss, the deposit shall be credited toward payment of the Rental Rate and any excess shall be returned to the Renter.

10. RETURN OF BOAT, EQUIPMENT, MOTOR AND TRAILER:

The Renter hereby agrees to return the above-described boat, equipment, motor and trailer to the Owner at the physical address listed in 1.1. no later than

11. The Parties agree with each other that no rights, claims or obligations hereunder may be transferred or assigned without the other Party's prior written consent.

12. No omission to exercise or delay in exercising on the part of any Party any right, power or remedy provided by law or under this agreement shall constitute a waiver of such right, power or remedy or any other right, power or remedy or impair such right, power or remedy. No single or partial exercise of any such right, power or remedy shall preclude or impair any other or further exercise thereof or the exercise of any other right, power or remedy provided by law or under this Agreement.

13. No variation or amendment to this Agreement shall be of any effect, unless it is agreed in writing and signed by or on behalf of each Party, it being understood that no counterevidence about the existence of contracts, agreements, understandings in respect of the subject-matter of this Agreement (including variations and amendments thereof) shall be allowed, whether by witnesses or oath, unless evidenced in writing.

14. The rights and remedies provided for in this Agreement are cumulative and not exclusive of any rights or remedies available in law.

15. This Agreement and any documents referred to herein constitutes the whole and only agreement between the Parties relating to the subject matter hereof and supercedes and extinguishes any prior drafts, previous agreements, undertakings, representations, warranties and arrangements of any nature whatsoever, whether or not in writing, between the Parties in connection with the subject matter hereof.

16. Each of the provisions of this Agreement is severable. If any such provision is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, the legality, validity or enforceability in that jurisdiction of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby and the Parties shall negotiate in good faith with a view to replace such illegal, invalid or unenforceable provision with a new legal, valid and enforceable provision reflecting their original commercial intention.

17. It is understood and agreed that this agreement shall be construed and governed in all respects by Greek law irrespective of its place of physical execution. The Courts of Athens Greece shall have exclusive jurisdiction over the interpretation of the content of this agreement, as well as over any dispute arising out of it or any other matter relating to it and shall apply exclusively Greek law.

Signed at..... on the.....20.....

RENTER:..... OWNER: