

RENTAL CONTRACT FOR A CRUISE VESSEL WITHOUT CREW

On one side, called later the Lessor:

RODA BOATS S.L., CIF B57851065

Date and time of rent:

Boat: Silver495/Janmor 580/

Registration number: 6a-260-

Harbour: Porto Cristo/ Cala Bona

Rental amount agreed and paid:

On the other side, called later the Tenant:

Mr./Mrs.

Passport / ID nr.

E-mail

Mobile

License:

Pax:

	Prepayment	Rent	Extra	Fuel	Deposit
Cash					
Card					

Both parties act in their own name and right and accept mutually their complete legal competence to grant this rental contract for a cruise vessel and they agree

FIRST.- The area of navigation is limited to 2 miles from the coastline. Maximum route along the coastline must be discussed and confirmed with RoDa Boats staff before departure, depending on the type of boat and number of hours.

SECOND.- The rental is valid for a period, stated above. In case the boat is returned after the agreed time, a fee of 40 Euro (Silver 495) or 100 Euro (Janmor 580) per every started hour applies.

THIRD.- The tenant is a holder of a national or international boat license (not required to rent Silver 495) and has the necessary knowledge and experience to carry out the planned trip with the rented boat. The driver is obliged to behave responsibly in the sea.

FOURTH.- It is client's responsibility to evaluate his/her physical condition for the planned boat trip (including pregnancy, sea-sickness or any disabilities).

FIFTH.- It is the tenant's duty to keep the boat and its existing facilities in perfect condition. At the end of the contract, the boat should be returned in the same condition as it was delivered. The tenant agrees to treat the boat as if it were his own. The tenant is in each specific case liable in case of any violation of the rules in front of the competent authorities. The tenant is aware that the maximum allowed speed in the harbor is limited to 2 kts/h (3,6 km/h or 1200 rpm) and in case if exceeded, it can lead to a fine which is to be paid by tenant. If the speed in the harbor was exceeded more than 5 km/h, RoDa Boats SL has the right to keep the deposit amount up to 14 days, to compensate any possible claim that can occur. The tenant cannot steer the boat under the influence of alcohol, toxic drugs, or narcotics.

SIXTH.- On the day of embarkation the tenant deposits a quantity mentioned above in order to respond for damages, caused on the boat. This amount will be refunded after inspection of the state and the inventory of the boat after disembarkation.

SEVENTH.- Max.cruising speed for Janmor is 4200rpm (+/-24 km/h), for Silver is 3400 rpm (+/-12 km/h).Driving higher speed is considered as engine abuse with the risk of overheating the engine, in this case the deposit will be kept for any damage caused. The tenant is informed that the gps-tracking system is used on the boats to collect data about the distance, location and speed.

The tenant is obliged not to exceed the approved maximum capacity of people on board and do not exceed maximum allowed weight on board.

EIGHTH.- The lessor is not responsible for thefts and damages of personal items. The vessel is not allowed to remain unattended on the open coast and it must be ensured, that there is always someone on board.

NINETH.- If the tenant finally does not want to rent the vessel on the mentioned date, or decides to come back earlier than the agreed time, he loses total amount already paid.

TENTH.- The tenant is responsible for all damages, defects and harm to the boat, as well as for the loss of one of its parts and in its case, pay the respective amounts, with the maximum of the amount of the deposit.

ELEVENTH.- The tenant agrees to return the boat in a proper clean state, if not, a cleaning fee of 30 euro will be charged.

TWELFTH.- Accidents or breakdowns involving third parties must be notified immediately to RoDa Boats. The boat is insured against accidents and liability with the limitations, stated in the general and specific conditions of the policy.

THIRTEENTH.- The present agreement is liable to the Spanish Law. In order to solve any doubt or difference of opinions between the parties regarding the compliance or interpretation of the terms of this agreement, both parties agree that they submit to the jurisdiction of the Tribunals of Palma de Majorca and the higher authorities, waiving their own jurisdiction in case they have another one.

LESSOR
RODA BOATS S.L.

TENANT

Tel: