

# Pleasure boat rental contract

n° 0

19/01/2016 12:54

Been agreed between

*fr*  
Tel  
Tel  
License n°  
Customer n° 0

**Centrale Bateau**  
5 rue Maurice Ravel  
66750 SAINT CYPRIEN  
Tél. +33 (0)6 86 384 465  
Sarl au capital de 8000 € - RCS PERPIGNAN  
530331701

Hereinafter known as the Tenant.

Hereinafter known as the lessor,  
acting as the proprietor or the administrator.

## ARTICLE I: The contract

Rented boat *N/A*  
Brand and model : *N/A N/A*  
Maximum number of passengers authorized :  
Armed in registry : *basique*  
Allowed a maximum distance offshore 2 miles (3.71 km) from a shelter.

### Date and time

Departure from Saint Cyprien on **19/01/2016** at **12:54**  
Arrival at Saint Cyprien on **19/01/2016** at **12:54**

### Price

Location	0 € TTC
Gasoline (SP 95)	0 € TTC
Other	0 € TTC
<b>Total</b>	<b>0 € TTC</b>
Downpayment received	0 € TTC
today	
Balance to pay before	0 € TTC
boarding	
<b>Deposit</b>	<b>0 € TTC</b>

**IMPORTANT NOTICE : every hour outside of the contract, EVEN IN PART, will be invoiced at the going hourly rate increased by 50% for operating penalty. Any delay on arrival on behalf of the Tenant will in any case be deducted from the total period of rental.**

### Useful contact numbers

<b>ARTIMON SECURITY (IN CASE OF BREAKDOWN)</b>	<b>+33 (0)7 81 11 93 56</b>
ARTIMON BASE RENTAL POINT	+33 (0)6 86 38 46 65
PORT AUTHORITY SAINT CYPRIEN (fuel, weather, forecast, ...)	+33 (0)4 68 21 07 98
C.R.O.S.S	112 (from mobile phone)

## **ARTICLE II: Return of the boat and deposit:**

**The Tenant is fully responsible to return the boat and all equipment back in perfect working order and clean on the day at the time stated in the contract in order to avoid any increase in the hourly rate.** In the case where the rental goods are damaged or there is any loss of equipment and accessories, the costs will be deducted from the deposit, if for any reasons, the Tenant is not able to bring back the boat to the boarding port then, after advising the Lessor, the Tenant will be fully responsible for the cost and organisation of the safe return of the boat to the boarding port.

**DEPOSIT:** The deposit represents a guarantee aimed to cover the Insurance and any **abnormal damages and neglect of the equipment, the abandonment of the boat in a port, on a beach etc..** The deposit is payable prior to renting the boat and will be returned once the boat and any other equipment that may have been rented has been returned and fully inspected and approved by the Lessor.

## **ARTICLE III: Insurance**

An insurance policy is subscribed for the rented boat, insuring the Tenant against damages that he might cause on the boat with a franchise covered by the amount of the deposit given by the Tenant.

The Tenant is guaranteed in civil responsibility in agreement with the insurance subscribed by the SARL CENTRAL BATEAU. The Lessor is cleared of any responsibility for the loss or damages concerning personal belongings of the Tenant and member(s) of the crew. The insurance policy does not guarantee the members of crew transported on the boat nor any accidents which may occur and be victim of. With regards to this last risk, the Tenant and his crew can subscribe to a special insurance policy called "individual navy".

## **ARTICLE IV: Use of the boat**

The Tenant declares himself responsible on board, in agreement with the laws and regulations of the Merchant Navy or a third party named on this contract. The Captain on board of the chartered boat is submitted to the following obligations: ensure the Tenant of his knowledge of the sea and to be able to take on the responsibility of a boat with a competent crew. To take on board only the number of persons in agreement with the current regulations and to only use the boat for pleasure purposes in the context of the current Navy, River and Customs legislations, with the exclusion of all commercial operations, professional fishing, transport or other.

The Tenant releases expressly the Lessor of any responsibility in his capacity as ship owner or other, against one of these bannings and will face alone, with the Merchant Navy and Customs, any trial, proceedings, fines and seizures, even in the case of unintentional errors on his behalf. Under-age Tenants must provide a written authorisation from their parents or tutors, who will have if this is the case, signed the contract.

The Lessor,

## Damages :

In order to help you, some advice and instructions are written on the boat by the side of the steering wheel. In case of damages or loss of equipment of the rental-chartering. The Captain on board must: if the damage is light and does not affect the continuation of the cruise, please ensure to have repaired or replace the lost equipment with the condition that the cost does not exceed thirty Euros (30€). If the damage or loss of equipment is more than Thirty Euros (30€) , please ensure that you contact the Lessor immediately in order to be given instructions as to what to do next.

**NEVER ABANDON THE BOAT, except if the crew is in danger  
YOU ARE RESPONSIBLE FOR THE BOAT AND HIRED EQUIPMENT.**

If the Tenant abandons the boat, all cost of repatriation back to the Central Bateau Base Rental Point will be at the cost of the Tenant.

## INSTRUCTIONS in case of break down of problems:

Please remain calm, do not panic, if you break down at sea: **THROW THE ANCHOR** taking care to moor the boat in a safe place, get the attention of an amateur sailor, for whom it will be a pleasure as customary, to tow you back to the harbour. Call the lessor Central Bateau.

**In the case of bad weather you lose any rights to compensation.** If any expenses are incurred by the Tenant to repatriate the boat back to the boarding port they will be reimbursed on the return of the boat when the Tenant provides an invoice, if the damages are not due to a mistake or negligence of the Tenant or persons on board.

## **ARTICLE V: On taking charge of the boat**

The Lessor is responsible to make sure the boat is in good sailing condition and is fully equipped and in agreement with the laws and regulations indicated by the authorities regarding the navigation of the boat, all equipment must be in good order when leaving the harbour and when returned, otherwise the Tenant will be required to replace the items at full replacement cost.

**ARTICLE VI: SUBLETTING AND LENDING are STRICTLY FORBIDDEN.**

## **ARTICLE VII: Litigations**

For any protest relating to the implementation of this Rental Contract, and in the case where, during an arbitration no solution could be agreed the parties expressly agree that the litigation will be brought to the tribunal of Perpignan, head office for SARL CENTRAL BATEAU.

The Tenant  
Read, approved and agreed