



## THE SUPPLY AND SERVICES RENTAL CONTRACT

Gardaseecharter S.n.c. – partita IVA 00361540222, registered office: Viale Rovereto n.122 – 38066 Riva del Garda, On behalf of the Director Michele Casali (and his authorised appointees).

### Client details

Mr/Mrs/Ms Surname:.....First name:.....

Place of birth:.....Date of Birth: .....

Passport number: .....

#### **Residence:**

Street.....n..... Town.....Post code.....

#### **Contact details:**

Telephone ..... Mobile Phone.....E-mail .....

#### **Boat handling certificate / driving licence:**

Licence number:.....

Type of licence: ..... Issued by: .....Where issued:.....

Date issued: ..... Expiry date: .....

### Terms

This contract is intended to regulate the supply and service for the purpose of rental equipment and boats appertaining to and pre booked by the Client from what is available within the Gardaseecharter fleet.

The equipment and boats consigned to the client by Gardaseecharter are expected to be maintained in the condition noted in the Check List attached ("Rental Agreement") which constitutes an integral part of this contract.

### Conditions

#### **1. Guarantees and responsibilities of Gardaseecharter.**

Gardaseecharter consigns to their client equipment and boats in the category pre-booked. The equipment and boats so consigned are described and noted in the attached check list ("Rental Agreement") which lists all the equipment so consigned including all necessary documentation and Certificate/ Contract of Insurance.

#### **2. Consignment of the Boat and Duration of Contract.**

The Inventory and Check List ("Rental Agreement"), signed and checked by the client and a representative of Gardaseecharter, becomes effective from the moment that the client takes the boat.

The client shall pay the full rental price when the boat is consigned to them.

The Rental Contract shall run from the moment the client takes consignment of the boat for the duration of the Contract rental period.

Gardaseecharter reserve the right not to release a boat to a client whos they consider lacking in experience or ability to skipper the boat safely.

#### **3. Payment**

If the contract will be signed more than one month before the start of the contract, the client shall make an initial payment of 50% of the Rental Price. This payment can be made by means of a Banker's Draft within 7 days of receiving the contract. Otherwise it can be paid in cash at the rental office where a Fiscal Receipt will be issued. The remainder has to be paid till 14 days before the start of the contract.

In the case of a booking less than a month before the start of the contract, the whole Rental Price must be paid immediately.

Non-payment of the initial sum is considered sufficient grounds to cancel a specific contract.

Should a contract be cancelled by the client, Gardaseecharter will levy a cancellation fee of:

- 30% of the initial payment if the cancellation is at least 2 months before the start of the rental period
- 50% of the initial payment if the cancellation is at least 1 month before the start of the rental period
- 100% of the initial payment if the cancellation is at least within a month before the start of the rental period.

#### **4. Rental Price**

The Rental Price, as quantified in the Gardaseecharter Price List, forms an integral part of the Rental Contract and includes the rental of the boat and all related services, as defined in the section "Contractual Details"

**5. Insurance cover**

The boats are covered by the following insurance policies the cost of which is included in the Rental Price:

- Dehler 28: RC and Casco insurance cover
- Bavaria 31: RC and Casco insurance cover
- Tagudo 34: RC and Casco insurance cover
- Oceanis 331: RC and Casco insurance cover

**6. Returning the Boat**

The boat shall be brought back to the Marina and reconsigned to Gardaseecharter within the time specified in "Contractual Details". If the client brings the boat back later than the contracted time, the client will be liable to the following charges:

- Up to 3hrs late – 50 % of the daily Rental Price
- More than 3hrs late – 100 % of the daily Rental Price.

When the boat is returned, a "Check-Out" will take place to ensure that the boat and its equipment are in the same condition as when consigned to the client, according to the Check List that was jointly signed when the client took the boat.

**7. Deposit**

The Deposit, as detailed in the attached Gardaseecharter Price List, is to be paid in cash by the client to a representative of Gardaseecharter at their Marina when the boat is consigned to the client. The full sum of the deposit will be returned to the client when they bring the boat back provided that there have been no contractual problems or damage to the boat and/or its equipment.

Variations as detailed in the Check List / Rental Agreement, including the state of cleanliness of the boat when returned, will be debited from the deposit before it is paid back to the Client.

In the case of damage to the boat and/or its equipment, the whole sum of the deposit may be kept up to the quantified cost of the damages incurred by the client.

**8. Contract Details**

Date of consignment: .....

Date of return: .....

Type of Boat: .....

Rental rate	Skipper Services	Extra Services (cleaning etc.)	Total
	Yes		
	No		

**9. Final Agreement and Declaration of the Contracting Parties.**

The Norms of the Codice Civile will apply to anything not specifically detailed in this Contract.

The Contracting Parties hereby declare that the details shown in this Contract have been discussed and agreed and that this Contract is the result of negotiation between the Contracting Parties with reference to each and every clause of this Contract.

Any correspondence made between the Contracting Parties preceeding this Contract and in variance to this Contract will be deemed to overridden by this Contract.

**Date**

**Client**

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