

Navene,.....

LEASE CONTRACT

The company Verdeblu srl leases out the boat, model Sea Water Phantom 260, serial number n.....
with on board n° people: on the day from hour: to hour:
at the cost of Euro.....

To Mr/Ms..... born in on.....
Resident in: Street:.....
City; Phone number:.....

Document:

Boat license n..... Issued on

Identity Card n. Issued on

Passport n..... Issued on

Deposit of 1500.00 euros (which will be returned after checking the boat), paid with:

- Bank Transfer
- Credit Card
- Cash

It is agreed and stipulated as follows:

1. At the time of stipulation of the contract, the Customer must pay the entire sum agreed for the lease in addition to the deposit. The following are excluded from the rental rate: fuel, any extra cleaning upon return and anything else not expressly mentioned. The boat must be returned clean and free from any type of waste or object used during the lease, otherwise a penalty (50.00 euros) may be applied. If the vessel is returned without a full tank of petrol, approximately 2.00 euro/litre will be charged for refuelling and the cost will be withheld from the deposit.
2. The Customer receives the vessel complete with engine and statutory equipment in perfect condition and order and is supposed to return them in the same conditions. Any disputes regarding the bad condition of the vessel, engine or equipment will be considered valid only if made before using them.
3. Verdeblu srl reserves the right not to deliver or to take back possession of the vessel before the terms of return established by the contract, if it deems that the driver is not able to adequately drive the vessel considering it dangerous for himself and for others; this will, in no way, constitute a reason for the return of the agreed rental fee.
4. The Customer is responsible for the vessel, for all legal purposes, for the entire period indicated in this contract; in particular, he is required to use the boat with particular prudence, skill, diligence in accordance with the agreed use and according to the technical characteristics resulting from the on-board documents, as well as to fulfill all the obligations assumed under this contract during the conduction period.
5. The Customer expressly declares to assume personal responsibility for the payment, at the request of the company Verdeblu srl, of the following:
 - all damages caused to the vessel, engine or equipment during the rental hours;
 - hours of non-renting of the vehicle from the moment of the breakdown until the moment of its restoration in service, applying the rates of the Verdeblu srl company
 - any fine and any other charge for any violations of the Navigation Code

In the event of damage, breakdown or accident, the customer must immediately notify Verdeblu srl; the client is allowed to continue navigation only if this operation does not lead to an aggravation of the damage or danger to people and to the vessel. The client must not carry out any repairs without prior authorization from Verdeblu srl. The expenses necessary for the repairs are charged to the lessee and will be reimbursed only if the cause of the same is not attributable to him, according to the provisions of this contract. To protect its rights, Verdeblu srl may withhold the deposit until the complete assessment of the aforementioned liability, without therefore being required to pay anything by way of interest, damages or anything else.

6. The Client expressly undertakes to:
- use the boat exclusively for himself and acknowledges that the transport of goods and passengers and any other type of trade or economic activity is prohibited;
 - respect the maximum number of people who can be transported;
 - use the boat exclusively within the scope of competence as per the qualification document of the designated person;
 - not participate in regattas or nautical events of any other kind;
 - not ask to be towed or to tow other units except in the event of an absolute emergency;
 - respect the prohibitions of the port authority due to bad weather or danger;
7. The Customer undertakes, in the event of breakdown or malfunctioning of the vessel, weather variations which pose a risk to navigation, to return immediately to the rental office or in any case to immediately notify Verdeblu srl on 340 1593842.
8. The Customer acknowledges that Verdeblu srl cannot be held responsible for damage to persons or things transported on the boat. During the hours of navigation, the only person responsible for damages, accidents or other is the lessee Customer himself.
9. The Customer accepts, in the event of damage to the boat or engine, that possible repairs are carried out by professionals chosen by Verdeblu srl.
10. The Customer accepts, in the event of even partial damage to the propeller, that it will be replaced with a new, original one and refund propeller at the full price list.
11. The Customer declares to have read the "Spare parts and repairs price list" and to accept, in the event of damage to the vessel, engine or equipment, that the amount to be reimbursed to Verdeblu srl will be calculated on the basis of that price list.
12. The Customer undertakes, in the event of damage to the vessel, engine or equipment, to complete the "damage report".
13. The Customer declares to have read the following motor navigation rules:
- do not navigate with the engine within 300 meters from the coast;
 - enter and exit the rental location using only the appropriate access point at minimum speed. (Annex A)
14. Except cases of major force, no reimbursement of expenses, refund or reduction of the rental rate will be owed by Verdeblu srl to the customer due to the impossibility, for any given cause, to use the vessel during the lease period. Furthermore, no reduction or refund will be recognized for early returns.
15. The Customer declares to be in good health, to possess the psycho-physical requirements suitable for driving boats in general, and to have no contraindications that could compromise the use of boats. He also declares to be provided with a boat license and to be able to drive the vehicle; to this purpose, he declares to have received from the lessor the main technical information relating to the use of the vessel, as well as the correct use of the distress signals and on-board equipment, the regulation of navigation on the Lake Garda, and finally to have checked and be in possession of the map of Lake Garda with the various dangerous points.
16. The boat must be returned to the Marina di Navene without fail within the time established by the contract and refuelled with a full tank (this operation can only be carried out before 6 pm). Verdeblu srl reserves the right to withhold the deposit until it will be possible to verify the amount of consumed fuel.
- In case of delay in delivery the following penalties will be applied:
- up to 30 minutes late €50.00;
 - from 30 minutes to 3 hours = 50% of the daily rate;
 - more than 3 hours late, full rental day rate.
17. In the event of driving while drunk or under the influence of drugs, the insurance coverage is not effective and any civil or penal liability for damage to third parties or to the vessel will be totally borne by the Client.

Navene, the

For Verdeblu srl..... the Client

Deposit's return:
the undersigned receives in return from Verdeblu srl the sum of 1500.00 euros paid as deposit for boat rental.

Signature valid as receipt

