

## **GENERAL TERMS AND CONDITIONS FOR BOAT CHARTER AT PARENTIUM CHARTER J.D.O.O.**

### **1. RENTAL PRICE**

The rental price includes the use of the fully equipped boat, boat insurance exceeding the agreed upon deposit and personal insurance for the crew. The rental price does not cover costs of fuel and other necessities, the fee for the owner's or leaser's crew and other additional services, marina costs and mooring berth.

Parentium Charter j.d.o.o. isn't obliged to ensure the Lessee a parking place for a car during the rental period.

### **2. OBLIGATIONS OF THE LESSEE**

a). The Lessee agrees to drive in Croatian territorial waters only. In order to leave Croatian territorial waters, the Lessee must obtain written permission from Parentium Charter j.d.o.o. before confirmation of the boat rental. The Lessee agrees not to rent or lend the boat to any other person, not to use the boat in any competition(s), not to use the boat for commercial purposes, such as, commercial fishing, sailing or training courses etc., and not to use the boat in unfavorable weather conditions.

b). The Lessee is required to observe all Customs and other rules and regulations, to keep a boat log and to operate the boat and equipment with utmost care. If a Skipper is not needed, either the Lessee or one of the crewmembers must have a valid boat leader's license in order to handle the boat and must be nominated as Skipper.

c). The Skipper is responsible for all violations of navigation and other regulations, even after the rental.

### **3. BOAT DOCUMENTS**

The Lessee will receive all valid documents needed for rental and is required to take proper care of them during the rental period.

### **4. BEGINNING OF THE RENTAL**

Parentium Charter j.d.o.o. is responsible to ensure that the boat is clean and tidy, ready (full gas and water tanks) and fully equipped. During the entire rental period, the boat remains the property of Parentium Charter j.d.o.o. Prior to signing this Agreement, the Lessee is required to inspect the general condition of the boat and to verify the equipment and inventory list. All defects and shortcomings on the boat and equipment not revealed before the boat rental, do not entitle the Lessee to demand discount rental prices.

### **5. DEPOSIT**

Prior to the rental, the Lessee is required to put down a security deposit at Parentium Charter j.d.o.o. in the amount determined by this Agreement (the deposit can be made in cash). The deposit will be returned in full to the Lessee provided that the boat is returned on time, clean and tidy, not damaged and gas tank(s) is/are full. The refund of the credit card deposit is up to 30 days.

### **6. EXTENDING THE RENTAL PERIOD**

If the Lessee would like to extend the rental period, the Lessee is required to come to the agreed upon final destination and to contact Parentium Charter j.d.o.o. in order to obtain written permission for the new time and destination for the return of the boat.

### **7. DAMAGE**

For all damage done, regardless of the cause, the Lessee is required to immediately inform Parentium Charter j.d.o.o. who will notify the Lessee on how to rectify the problem. The Lessee will be charged for all unauthorized repairs and replacements. If the Lessee damages equipment or sports equipment (wakeboard, waterski, water tube...) from Parentium Charter j.d.o.o., repairs or replacement of the same will be charged from the security deposit that Lessee payed down during the rent of boat.

### **8. RETURNING THE BOAT (CHECK-OUT)**

The Lessee is required to return the boat to the owner on time at the agreed upon destination. The boat must be clean and tidy, not damaged, and the gas tank(s) must be full. If the boat is not returned on time to the agreed upon destination, the Lessee is required to pay three times the regular daily price for each day overdue (each day begun is considered a full day) and to pay Parentium Charter j.d.o.o. related to the late return. The late return can be justified in the case of force majeure provided that the Lessee immediately informs Parentium Charter j.d.o.o. Costs for lost or damaged boat parts and/or equipment caused by the Lessee and his/her crew due to negligence and careless operation of the boat will be deducted from the deposit. Should the boat not be

returned clean and tidy, the owner will deduct the cleaning fees from the deposit. Should the gas tank(s) not be full, the owner will deduct the required amount to fill the gas tank(s) from the deposit.

## **9. INSURANCE**

The boat, equipment and crew are insured for all damages and losses exceeding the deductible depending on the type of rented boat. The boat and the boat leader are insured for damages done to a third party. All damages and/or losses covered by the insurance must be immediately reported to Parentium Charter j.d.o.o.

## **10. RESPONSIBILITY OF THE LESSEE**

The Lessee is required to pay the owner for all material and legal costs not covered by the insurance that are the result of the Lessee's deeds and negligence for which the owner is responsible to a third party. The Lessee is particularly responsible in the case of boat confiscation due to unlawful activity. In the case of accident and/or shipwreck, the Lessee is required to record the course of events or obtain a written note from the Harbor Master's Office, from a doctor or from other authorized parties, as well as to immediately inform Parentium Charter j.d.o.o. In the case that the boat is missing, confiscated, or driving is not possible or is forbidden by an authorized party or other, the Lessee is required to inform Parentium Charter j.d.o.o. and the authorized parties. The Lessee is required to check the oil level daily before starting engines. The Lessee is responsible for damages and losses due to the lack of oil in the engine. Damages caused to parts of the boat under the water level caused by the Lessee's negligence and careless operation will be charged to the Lessee.

## **11. LOSS OF PROPERTY**

Parentium Charter j.d.o.o. is not responsible for the loss and/or damage to the Lessee's or third party's property placed on the boat. By signing this Agreement, the Lessee renounces claims to compensation for this type of losses and damages from Parentium Charter j.d.o.o.

## **12. VALIDITY OF CONTRACT**

The contract is valid from the moment of signing the contract by the client until the rent finishes.

## **13. OBJECTION**

For eventual conflicts following from this Contract, both parts will try to solve them by common consent. If so wouldn't be possible the court and the material law of the Republic of Croatia will be determined as authoritative. For the interpretation of this contract the court and the material law of the Republic of Croatia will consider the text written in Croatian legally worthy.

## **14. STATEMENT**

I declare that I am fit to manage boats and I take full responsibility for me and my crew. For eventual violations of the law and accidents which I would cause by my guilt, I bear the consequences.

**CROATIAN SOS NUMBER IS 9155**

Parentium Charter j.d.o.o.

Charterer

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