**Boat Rental Agreement**

 \_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_, 2019

**Owner**: Diagramm OÜ

Details of the Owner: Registration Code 12545118, address: Pune tee 1-7, Tallinn 12015, Estonia

and **Renter**:

Surname \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Passport: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Resident at: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

have entered into this Agreement as follows:

**• Physical Assets to be rented out**

The Owner assigns for temporary use the following physical assets under its ownership, and the Renter accepts for temporary use:

Boat type:

Year of manufacture: 2019

**• Terms, conditions, cost and rental period**

The rental fee is ……….. Euro per day.

Rental period from \_\_\_\_\_ AM/PM on \_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_, 201\_

                         to \_\_\_\_\_ AM/PM on \_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_, 201\_

When the rental period is exceeded, the additional charge calculated as a multiple of a 24-hour period shall be paid.

The estimated market cost of the boat, as agreed by the Parties is 1 940 euros.

• **Responsibilities of the Renter**

The Renter hereby undertakes to:

3.1. use his/her own means of protection (life jacket) or means of protection provided by the tour guide

3.2. use the boat for personal trips only (without transferring to third parties) within the territory specified by the Owner;

3.3. pay the costs of repair of faults and damages to the boat, which occurred through his/her fault;

3.4. in cases of theft of a boat - to reimburse the owner for their full assessed value no later than two days after the end of the rental period

3.5. operate the boat in compliance with the standard code operating rules;

3.6. not consume alcoholic beverages and narcotic substances during the term of this Agreement

3.7. return the boat in time after the expiration of the set rental period;

3.8. be responsible for possible harm caused to himself/herself, third parties and the boat as a result of an accident, capsizing and/or drowning.

3.9 make a deposit of EUR 100 in cash. The deposit amount will be fully refunded after signing the delivery and acceptance certificate for the boat.

**• Responsibilities of the Owner**

- the Owner shall be obliged to transfer to the Renter the boat in good technical condition.

- the Owner or the tour guide shall be obliged to conduct practical briefing on the design and configuration of the boat and on the rules of handling, control and safety of the boat

- the Owner or the tour guide must provide the protective equipment (life jacket)

- the Owner shall be obliged, upon signing this Agreement and the rental fee payment made by the Renter, to transfer the boat to the Renter for the period specified in this Agreement.

Information on the rental fee payment

The rental fee in the amount of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ euros is received from thr Renter.

**• Other terms, conditions and liabilities of the Parties**

- In case of violation of paragraphs 3.1., 3.2., 3.6., 3.5. of this Agreement, the Owner or the tour guide shall have the right to immediately suspend or completely terminate the validity of this Agreement.

- In the event of the occurrence of the circumstances referred to in paragraph 3.8., the cost of possible damage to the boat, spare parts, repairs and transportation shall be withheld according to the rates of the official dealers of the respective floating crafts in the city Tallinn.

- The responsibility for damages or injuries sustained to themselves or to third parties during the term of the contract lies entirely with the RENTER.

- Persons under the influence of alcohol and/or narcotics (if necessary, to be verified with an alcotester) shall not be allowed to handle the boat.

- This Agreement comes into force from the moment of its signing and is made in two copies, both having the same legal force.

**• Boat delivery and acceptance certificate**

**Delivery**

The boat is technically sound and has no external damages.

SIGNATURE OF THE RENTER:

The boat has the following damages:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SIGNATURE OF THE RENTER:

**Acceptance**

The boat has no external damages.

SIGNATURE OF THE OWNER:

The boat has the following damages: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SIGNATURE OF THE OWNER:

* **Signatures of the Parties:**

|  |  |
| --- | --- |
| **The Renter** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_201\_ | **The Owner of the Boat** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_201\_ |