

# MOTORBOAT RENTAL AGREEMENT

The rental agreement concluded on ..... in Szczecin between: Agnieszka Hawryluk Ustowo 17c, postal code 70-001 Szczecin, TIN ( Tax Identification Number in Poland): 851-167-78-60, REGON (National Business Registry Number in Poland): 812341149 hereinafter referred to as the Lessor, and ..... residing at ..... ID card series and number, phone number ..... , hereinafter referred to as the Lessee.

**1**

1. The subject of the rental is boat of a type Housebout with name NAVIGATOR 999, registration number POL19214 with the equipment, with/without a skipper.

**2**

1. The rental period lasts from day ..... hour..... to day ..... hour .....

**3**

1. During the rental period, the Lessee bears legal responsibility: for the boat rented to him and guarantees that the boat will be steered only by persons with appropriate permissions to steer a motorboat.
2. In the event of accident or breakdown the Lessee is obliged to immediately notify: the Lessor and draw up: an „accident report”, which is the basis for the Lessor to apply for compensation to the insurance company. In the event of failure to comply with the above formalities by the Lessee or rejection of the claim for compensation by the insurance company, the Lessee is obliged to cover all the costs of the resulting material losses.
3. The Charterer, upon taking over the yacht, undertakes to pay a security deposit in the amount of PLN 3,500 in cash or by bank transfer. The Charterer agrees that the deposit may be used by the Lessor to cover any potential damages, repair costs, shortages, contractual penalties, or other losses incurred by the Lessor as a result of improper performance of this agreement by the Charterer. In the event of damage caused by the Charterer, the deposit will be settled after an assessment of the losses by a boatbuilder.
4. In the event when the Lessee fails to return the boat to the Lessor by the time specified in the contract, the Lessee is obliged to pay the Lessor a fee of PLN 500 for each hour of delay. If the Lessor is not informed about the desire to extend the boat rental, the Lessee loses the deposit he paid and is charged a daily boat rental fee for each day of the delay (without discounts).
5. Smoking is prohibited on board in the mess (allowed at the stern or in the bow).
6. Pets are not allowed on board.
7. It is forbidden to fry fish on board the boat.

4

1. Before the Lessee „picks up” the boat, an acceptance certificate will be drawn up, which will contain a description of the actual condition of the boat and the equipment contained in it. This certificate will be a document constituting the basis for assessing the boat at the time of return to the Lessor.
2. The acceptance and assessment of the condition of the boat after the rental period will be made by the Lessor or a person indicated by him.
3. The Lessee is obliged to pay the Lessor the rental cost in the amount of PLN .....

(in words: )..... within the time limit specified in § 5 point 3

4. The deposit in the amount of PLN 3,000.00 and the fee for the entire rental period of the boat, the Lessee is obliged to pay: no later than on the day of accepting the boat from §2.
5. The fee in §4 point 3 should be paid to the Lessor for the entire rental period, regardless of whether the Lessee used the boat or not.
6. The rental cost does not include:  
Cleaning the boat, emptying waste containers, all port and lock fees, transporting the boat to the home port, refueling.
7. In the event of destruction, damage to the boat or loss of the boat or its equipment, as well as inconsistencies with the actual state recorded in the acceptance certificate drawn up before renting the boat - the Lessee is obliged to return: to the Lessor the amount corresponding to the value of the damage suffered or the boat lost, according to the current purchase price plus the cost of related services
8. In the absence of the above-mentioned events, the deposit will be returned.
9. The fees related to the rental of a boat shall be paid by a transfer to the account number of the lessor: IBAN PL 59 1140 2017 0000 4402 0535  
1368, SWIFT code BREXPLPWMBK

5

1. The Lessee is obliged to return the boat tidy and clean. The fee for cleaning the boat is obligatory and amounts to PLN 250.

In order to book a date of renting a boat, the Lessee is obliged to pay: to the Lessor a deposit equal to 30% of the booking value up to 7 days after making the reservation. The Lessee is obliged to pay the remaining amount: together with the deposit at the time of taking over the boat from the Lessor on the day of starting the cruise.

2. In the event of failure to meet the payment deadline in §5 point 3 or resignation from the rental, the contract is terminated and the deposit is forfeited to the Lessor
3. The Lessee is obliged to pay the fees related to the rental of the boat by bank transfer to the Lessor's bank account: IBAN PL 59 1140 2017 0000 4402 0535  
1368, SWIFT code BREXPLPWMBK

6

1. The Lessee may not conclude: a contract with a third party without the consent of the Lessor.

2. The handover of the boat to the Lessee (collection) and its return to the Lessor will take place: in Marina club, 11 Tama Pomorzańska Str. – city of Szczecin, unless the parties agree otherwise.

7

1. The person authorized by the Lessor to perform formal and legal activities related to the rental, transfer, pick-up, collection of fees and technical care of the yacht is Piotr Hawryluk.

8

1. In the event of a failure that prevents further sailing, which is not the fault of the Lessee, the Lessor undertakes to reach the place of the event and repair the defect as soon as possible. When the defect is repaired, the cruise continues in accordance with the contract. When the repair is impossible, the Lessor returns the Lessee the money for the rental days.

9

2. Any changes to the contract are possible only in writing.
3. Any disputes that may arise in connection with the execution of the contract will be settled in court.

4. The contract has been drawn up in two identical copies, one for each of the parties.

#### **BOAT EQUIPMENT:**

life jackets ..... pcs. , batteries 4 pcs, anchor, set of keys with padlocks,  
a set of mattresses, a sun deck, Probe, Radio CD 2 pcs, refrigerator 2 pcs, fenders 6 pcs, lifebuoy  
1 pc, TV set 1 pc, radio UKF 1 pc, navigation 1 pc.

### **ACCEPTANCE PROTOCOL OF THE BOAT**

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#### **CONDITION OF THE BOAT BEFORE HANDING IT OVER TO THE LESSEE**

#### **NOTES:**

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#### **DATE AND TIME OF THE BOAT HANDOVER:**

#### **CONDITION OF THE BOAT AFTER THE RETURN BY THE LESSEE**

#### **NOTES:**

**DATE AND TIME OF THE RETURN OF THE BOAT:**

**Szczecin, on .....**

**Lessor's signature: .....**

**Lessee's signature: .....**

**I, the undersigned, consent to the processing of my personal data in accordance with the Personal Data Protection Act by Agnieszka Hawryluk company in order to conclude a motorboat rental agreement.**

**Date and signature of the Lessee: .....**

**The Lessor reserves the right to withdraw from the terms of the contract without civil and legal consequences in the event of serious random events that prevent the fulfillment of the contract: sinking, theft, burning of the yacht. In such a situation, the Lessor will return the deposit in the amount equal to the amount of the deposit payment.**