

MOTOR BOAT RENTAL AGREEMENT

The rental agreement concluded on the day in Szczecin between:

Agnieszka Hawryluk

Ustowo 17c, 70-001 Szczecin

NIP: 851-167-78-60, REGON: 812341149

hereinafter referred to as the **Lessor**,

and residing at

.....

..... ID card series and number

.....

contact phone number

hereinafter referred to as the **Lessee**.

§1

1. The subject of the rental is a **Houseboat-type vessel** named **Texar II**, together with its equipment, **with skipper / without skipper**.

§2

1. The rental period lasts from at until at

The Lessor makes every effort to ensure that each charter is carried out to the highest standard, with the utmost attention to safety and comfort. The safety of Guests and Charterers is the Lessor's highest priority. Before each voyage, the Lessee and all persons using the vessel are required to undergo a mandatory safety briefing regarding the safe operation of the boat, onboard equipment and emergency procedures. The Lessor shall indicate the location, type and quantity of all lifesaving equipment available on board prior to departure. By signing this agreement, the Lessee confirms that they have completed the safety briefing and familiarized themselves with the rules for the safe use of the yacht.

§3

1. During the rental period, the Lessee bears full legal responsibility for the rented vessel and guarantees that the vessel will be operated solely by persons holding appropriate licenses to operate a motor boat.
2. In the event of an accident or failure, the Lessee is obliged to immediately notify the Lessor and prepare an "accident report", which constitutes the basis for the Lessor to apply for compensation from the insurance company. In the event of failure to comply with the above formalities by the Lessee or rejection of the compensation claim by the insurance company, the Lessee is obliged to cover all costs of the resulting material losses.
3. Upon taking over the yacht, the Charterer is obliged to pay a security deposit of **PLN 4000** in cash or by bank transfer. The Charterer agrees that the deposit may be used by the Lessor to cover any 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 assessment of losses by a shipwright.

4. If the Lessee fails to return the vessel to the Lessor by the time specified in the agreement, the Lessee is obliged to pay the Lessor a fee of **PLN 500 for each hour of delay**. In the event that the Lessee does not inform the Lessor of the intention to extend the rental period, the Lessee forfeits the paid deposit and is charged a daily rental fee for each day of delay (without discounts).
 5. Smoking is prohibited inside the cabin (saloon); smoking is permitted on the stern or bow.
 6. Frying fish on board the vessel is prohibited.
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§4

1. Before the Lessee takes over the vessel, a handover protocol will be prepared, describing the actual condition of the vessel and its equipment. This protocol constitutes the basis for assessing the condition of the vessel upon its return to the Lessor.
 2. The inspection and assessment of the vessel's condition after the rental period shall be carried out by the Lessor or a person designated by the Lessor.
 3. The Lessee is obliged to pay the Lessor the rental fee in the amount of PLN (in words:), in accordance with §5 point 3.
 4. The Lessee is obliged to pay a deposit in the amount of **PLN 4000.00** and the full rental fee for the entire rental period no later than the day of taking over the vessel, referred to in §2.
 5. The fee referred to in §4 point 3 must be paid to the Lessor for the entire rental period regardless of whether the Lessee used the vessel or not.
 6. The rental fee does not include:
 - cleaning of the vessel,
 - emptying waste containers,
 - all port and lock fees,
 - transport of the vessel to the home port,
 - refueling of fuel.
 7. In the event of destruction, damage or loss of the vessel or its equipment, as well as discrepancies compared to the condition recorded in the handover protocol prepared prior to the rental, the Lessee is obliged to reimburse the Lessor an amount corresponding to the value of the incurred damage or lost vessel, according to the current purchase price, increased by related service costs.
 8. If none of the above events occur, the deposit shall be refunded.
 9. Rental-related payments must be made by bank transfer to the Lessor's bank account:
IBAN: 92 1140 2017 0000 4902 0769 9772
BIC: BREXPLPWMBK
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§5

1. The Lessee is obliged to return the vessel cleaned and tidy. A mandatory service fee of **PLN 250** applies.

The Lessee, in order to reserve the rental date, is obliged to pay the Lessor a deposit amounting to **30% of the reservation value**, no later than 7 days after making the reservation. The remaining amount, together with the deposit, must be paid at the time of taking over the vessel from the Lessor on the day the cruise begins.

2. In the event of failure to meet the payment deadline referred to in §5 point 1 or resignation from the rental, the agreement shall be terminated and the deposit shall be forfeited in favor of the Lessor.

3. Rental-related payments must be made by bank transfer to the Lessor's bank account:
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BIC: BREXPLPWMBK
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§6

1. The Lessee may not conclude an agreement with a third party without the consent of the Lessor.
 2. Handover and return of the vessel shall take place at **Marina Tama Pomorzańska 11 – Szczecin**, unless otherwise agreed by the parties.
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§7

1. The person authorized by the Lessor to perform formal and legal activities related to the rental, handover, acceptance, collection of fees and technical supervision of the yacht is **Piotr Hawryluk**.
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§8

1. In the event of a breakdown preventing further navigation, not caused by the Lessee, the Lessor undertakes to reach the place of the incident and repair the defect as quickly as possible. If the defect is repaired, the cruise continues in accordance with the agreement. If repair is impossible, the Lessor shall refund the Lessee the rental fees for unused days.
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§9

1. Any changes to the agreement may only be made in writing.
 2. Any disputes arising in connection with the execution of this agreement shall be resolved through court proceedings.
 3. The agreement has been drawn up in two identical copies, one for each party.
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VESSEL EQUIPMENT:

Life jackets ... pcs, batteries 4 pcs, anchor, set of keys with padlocks, set of mattresses, sun deck, depth sounder, CD radio 2 pcs, refrigerator 2 pcs, fenders 6 pcs, lifebuoy 1 pc, TV 1 pc, VHF radio 1 pc, navigation system 1 pc.

VESSEL HANDOVER AND RETURN PROTOCOL

VESSEL CONDITION BEFORE HANDOVER TO THE LESSEE
REMARKS:

DATE AND TIME OF HANDOVER:

VESSEL CONDITION AFTER RETURN BY THE LESSEE
REMARKS:

DATE AND TIME OF RETURN:

Szczecin, date

Lessor's signature:

Lessee's signature:

I, the undersigned, hereby consent to the processing of my personal data in accordance with personal data protection regulations by **Agnieszka Hawryluk** for the purpose of concluding a motor boat rental agreement.

Date and signature of the Lessee:

The Lessor reserves the right to withdraw from the terms of the agreement without civil-law consequences in the event of serious unforeseen circumstances preventing performance of the agreement, such as sinking, theft or destruction of the yacht by fire. In such a case, the Lessor shall refund the deposit in an amount equal to the paid deposit.