

MOTOR BOAT RENTAL AGREEMENT

The rental agreement concluded on 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 telephone number

hereinafter referred to as the Lessee.

The subject of the rental is a Houseboat-type boat named TEXAR II together with its equipment,
/without skipper

1. The rental period lasts from day at until at

The Lessor makes every effort to ensure that each charter is carried out to the highest standard, while maintaining the highest standards of safety and comfort. The safety of Guests and Charterers is a priority for the Lessor. Before each cruise, the Lessee and all persons using the boat undergo mandatory instruction regarding the safe use of the boat, operation of the equipment and safety procedures. Each time, the Lessor indicates the location where rescue equipment is stored and provides information about the type and quantity of such equipment available on board. Signing this agreement constitutes confirmation that the safety instruction has been completed and that the rules for the safe use of the yacht have been understood.

1. During the rental period, the Lessee bears legal responsibility for the boat rented to them and guarantees that the boat will be operated only and exclusively by persons holding the appropriate qualifications required to operate a motor boat.

2. In the event of an accident or breakdown, the Lessee is obliged to immediately notify the Lessor and prepare an "accident report", which shall constitute the basis for the Lessor to submit a claim for compensation to the insurance company. In the event that the Lessee fails to complete the above-mentioned formalities or the insurance company rejects the compensation claim, the Lessee shall be obliged to cover all costs arising from the material losses incurred.

3. Upon collection of the yacht, the Charterer undertakes to pay a security deposit of PLN 4,000 in cash or by bank transfer. The Charterer agrees that the security deposit may be applied by the Lessor towards any damages, repair costs, shortages, contractual penalties or other losses incurred by the Lessor in connection with improper performance of this agreement by the Charterer. In the event of damage caused by the Charterer, the security deposit shall be settled after the losses have been assessed by a boatbuilder.

4. If the Lessee fails to return the boat to the Lessor by the time specified in the agreement, the Lessee shall be obliged to pay the Lessor a fee of PLN 500 for each hour of delay. If the Lessee fails to inform the Lessor of their intention to extend the rental period, the Lessee forfeits the security deposit paid and shall additionally be charged the daily rental rate for each day of delay (without taking any discounts into account).

5. Smoking cigarettes and shisha is prohibited on board.

6. Frying fish on board the boat is prohibited.

7. For stays lasting more than 3 nights, bed linen and towels for Guests are provided free of charge. For stays lasting 1 or 2 nights, bed linen and towels are subject to an additional charge of PLN 30 per set.

Before the Lessee “collects” the boat, a handover report shall be prepared describing the actual condition of the boat and the equipment contained therein. This report shall constitute the document forming the basis for assessing the condition of the boat upon its return to the Lessor.

1. Collection and assessment of the condition of the boat after the rental period shall be carried out by the Lessor or by a person designated by the Lessor.

2. The Lessee is obliged to pay the Lessor the rental cost in the amount of PLN (in words) no later than on the day of the charter (before the charter).

3. The security deposit in the amount of PLN 4,000.00 and the fee for the entire boat rental period shall be paid by the Lessee no later than on the day the boat is collected.

4. The Lessee agrees that the security deposit may be settled within four business days after the yacht has been returned, provided that no losses have occurred.

5. The fee shall 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 of the boat, emptying waste containers, any marina and lock fees, transport of the boat to its home marina, supplementary refuelling.

7. In the event of destruction of, damage to or loss of the boat or its equipment, as well as any discrepancy with the actual condition recorded in the handover report prepared before the rental of the boat, the Lessee shall be obliged to reimburse the Lessor an amount corresponding to the value of the damage incurred or the lost boat, based on the current purchase price increased by the cost of related services.

8. If none of the above-mentioned events are found to have occurred, the security deposit shall be refunded.

9. Fees related to the rental of the boat shall be paid by the Lessee by bank transfer to the Lessor’s bank account: IBAN PL 92 1140 2017 0000 4902 0769 9772, BIC number BREXPLPWMBK

10. The Lessee is obliged to return the boat cleaned and tidy. The boat service fee is mandatory and amounts to PLN 500. If the Lessee does not clean the Boat, a fee of PLN 250 shall be charged.

The Lessee is obliged to make the payment together with the security deposit at the time of taking over the boat from the Lessor on the day the cruise begins.

11. In the event of failure to meet the payment deadline or cancellation of the rental, the agreement shall be terminated and the deposit shall be forfeited to the Lessor.

12. Fees related to the rental of the boat shall be paid by the Lessee by bank transfer to the Lessor's bank account: IBAN PL 92 1140 2017 0000 4902 0769 9772 1368, BIC number BREXPLPWMBK

13. The Lessee may not enter into an agreement with a third party without the consent of the Lessor.

14. The handover of the boat to the Lessee (collection) and its return to the Lessor shall take place at Marina Tama Pomorzańska 11 - Szczecin, unless the parties agree otherwise.

The person authorised by the Lessor to perform formal and legal activities related to the rental, handover, collection, collection of fees and technical care of the yacht is Piotr Hawryluk.

1. In the event of a breakdown preventing further navigation which is not caused by the Lessee, the Lessor undertakes to arrive at the location of the incident and repair the fault as quickly as possible. If the fault is repaired, the cruise shall continue in accordance with the concluded agreement. If the repair is impossible, the Lessor shall refund the Lessee the money for the rental days.

Any amendments to the agreement may only be made in writing.

1. Any disputes that may arise in connection with the performance of this agreement shall be resolved through court proceedings.

2. The agreement has been drawn up in two identical copies, one for each party.

BOAT EQUIPMENT:

4 inflatable life jackets, 8 buoyancy aids, anchor, set of tools for minor repairs, set of mattresses, 2 sun deck mattresses, 3 Flay mattress sets, bathing ladder, 12 fenders, 12 fender holders, 2 lifebuoys, 2 televisions, 1 VHF radio, 1 boat hook.

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.