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BOAT RENTAL CONTRACT

Article 1 – Renter and leaseholder

RENTER:

Aloha Attitude
Represented by Christophe Boutet
375, rue des Sernes
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FR-29200 BREST

Tel. : (+33) 2 98 49 37 29

Mobile : 06 74 76 57 18

LEASEHOLDER:

Company :
Represented by :
Address
Post Code + City:
Tel.:
E-mail:

Article 2 – Subject of the contract

The Aloha Attitude Company is renting the following motor boat to the leaseholder:

Hull :

Engine :

Equipped:

Registered to:

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Article 3 - Price

All taxes included : € / Day

Article 4 - Renting period

From To

Delivery and inventory :

Return :

Article 5 - Deposit

The amount of the deposit is € 1 000

The aim of the deposit is to guarantee damages to the boat or the loss of the boat's equipment by the leaseholder.

If the boat is return to the Aloha Attitude Company in good state, the deposit must be returned to the leaseholder the day the boat is returned.

If damages and/or losses occur which are not covered by the insurance, or which are inferior to the insurance ceiling, and that are due to the leaseholder acts/omissions or on which a doubt remains, the deposit's refund can be postponed till the payment of the corresponding outgoings by the leaseholder.

If the outgoings are not paid by the leaseholder within a period of 15 days after the invoicing of the damages and/or losses, the deposit can be cashed in the Aloha Attitude Company.

The Aloha Attitude Company will return the deposit within a period of 15 days following the payment of the outgoings by the leaseholder.

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Article 6 – Boat's insurance

This insurance will benefit the leaseholder during the renting period.

This insurance is covering:

- some of the damages caused to the boat,
- some of the damages caused by the boat,
- civil liability, pollution, defence and appeal,
- some of the boat's accessories theft if there is breaking and entering.

The declared value of the boat is € 10 100

The Aloha Attitude Company wants to underline the fact that some situations are not covered by the insurance :

- accidents to people who have embarked on the boat (health care, death, disability, incapacity)
- boat's accessories theft if there is no breaking in and entering
- damages to objects that are brought on the boat, including personal effects owned by passengers on the boats or by any other person.

If requested, a copy of the boat's insurance contract can be handed to the leaseholder.

Article 7 – Insurance's excess

The amount of the insurance's ceiling is of € 165 for each damage.

The leaseholder is his own insurer until this amount is reached.

The insurance's ceiling can be taken in charge by the Aloha Attitude Company as soon as its liability is recognised.



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Article 8 – Delivery of the boat

a) Boat's delivery

The boat's delivery will take effect once the leaseholder has paid the full price of the rent, the deposit and has signed the check.

The Aloha Attitude Company must give to the leaseholder a boat which is perfectly suitable for navigation: The boat must be armed according to statutory rules. The tank will be filled up completely.

b) Check Up

When the leaseholder is signing the check up, he recognises that the boat is suitable for navigation, except if some hidden defects exist.

If the boat is, in some ways, defective or if some pieces of equipment are missing, the leaseholder must report them on the check-up. The leaseholder can report defaults to the Aloha Attitude Company up to two hours after the delivery.

Article 9 – Authorised use of the boat

The boat is to be used within the context of the 2014 World Championships Bic Techno 293 OD. The authorised navigation zone is the one specified in the race instructions.

Article 10 – Skipper

The leaseholder is the skipper of the boat during the rental period.

However, the skipper can also be the person named at Article 1.

The skipper is bound by the following obligations:

- The skipper must possess the appropriate boat licence, and have it on board.
(The Aloha Attitude Company will keep a copy of this licence)
- The skipper asserts the Aloha Attitude Company that he knows the sea environment.

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- Only two people are authorised to get on board. Every passenger must wear a life jacket.
- The skipper is only allowed to use the boat in accordance with article 9 above.
- The skipper is the only one responsible for warnings and/or fines given by the French authorities.
- If the skipper is a professional hired by the leaseholder, he must have the necessary qualifications.

Article 11 – Damages

If damages occur, the skipper must:

- if the damage is a light one and does not call for the insurance's application, fix the boat and/or replace the missing equipment. However, the expenses must not exceed 10% of the rent price.
- if the damage is more important, keep in touch as soon as possible with the Aloha Attitude Company. He must then follow the instructions given by the Aloha Attitude Company.

If the skipper is not able to use the boat after damage, the Aloha Attitude Company will not refund the leaseholder.

The expenses involved by the leaseholder will be paid back by the Aloha Attitude Company on presentation of bill, except if the damage is due to leaseholder's fault or to one of the on board people's negligence.

Article 12 – Restitution of the boat

The leaseholder must return the boat clean, sea-worthy, with all the equipment in working order and a full tank.

If the boat is not clean and sea-worthy, maintenance costs will be charged to the leaseholder (set price of € 120). Besides, the Aloha Attitude Company will keep the deposit until maintenance costs are paid.

The leaseholder must return the boat as specified in article 4. If the leaseholder is late in returning the boat, he will have to pay the Aloha Attitude Company a compensation equal to € 150 /day. This compensation is not covered by the boat's insurance.

If a case of force majeure occurred, and the leaseholder cannot return the boat at the specified date, he must contact the Aloha Attitude Company as soon as possible.

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Article 13 - Litigation

Brest's Tribunal will have the jurisdiction to deal with any dispute which may occur.

The Aloha Attitude Company

The leaseholder

Date :

Date :

Signed :

Signed :

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