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General Conditions for Boat Rental

1. RENTAL PRICE

The rental price includes the use of the fully equipped boat, boat insurance exceeding the agreed upon deposit and personal insurance for the crew. The rental price does not cover costs of fuel and other necessities, the fee for the Lessor's (hereinafter called: Ro-Tehnologija, the Owner) crew and other additional services, such as marina and mooring berth costs.

2. TERMS OF PAYMENT

Method of payment:

1. 50% of the rental price upon booking confirmation
2. 50% of the rental price at least 6 weeks prior to the rental date

The above-described method of payment cannot be changed without Ro-Tehnologija's approval. The final calculation will be done in the presence of the representative(s) of the boat owner upon return of the rented boat to the agreed upon final destination.

3. OBLIGATIONS OF THE LESSEE

- a. The Lessee agrees to sail in the Croatian territorial waters. In order to leave Croatian territorial waters, the Lessee must obtain written permission from the boat owner before confirmation of the boat rental. The Lessee will receive information about the boat owner and other details regarding the rental before the beginning of the rental. The Lessee agrees not to rent or lend the boat to any other person, not to use the boat in any competition(s), not to use the boat for commercial purposes, such as commercial fishing, sailing courses etc., and not to use the boat in unfavorable weather conditions.
- b. The Lessee is required to observe all Customs and other rules and regulations, to keep a boat log and to operate the boat and equipment with utmost care. If a skipper is not needed, either the Lessee or one of the crewmembers must have a valid boat leader's license in order to handle the boat.
- c. The Lessee is responsible for all violations of navigation and other regulations, even after the rental.

4. BOAT DOCUMENTS

The Lessee will receive all valid documents needed for the rental and is required to take proper care of them during the rental period.

5. BEGINNING OF THE RENTAL

- a. The owner is responsible to ensure that the boat is clean and tidy, ready to sail (full gas and water tanks) and fully equipped.

- b. During the entire rental period, the boat remains the property of the Owner. Prior to signing this Agreement, the Lessee is required to inspect the general condition of the boat and to verify the equipment and inventory list. All defects and shortcomings on the boat and equipment not revealed before the boat rental, do not entitle the Lessee to demand discount rental prices.

6. DEPOSIT

Prior to the rental, the Lessee is required to put down a deposit with the Owner in the amount determined by this Agreement (the deposit can be made in cash or by a credit card). The deposit will be returned in full to the Lessee provided that the boat is returned on time, clean and tidy, not damaged and gas tank(s) is/are full. Even if the boat rental includes the owner's skipper, the Lessee is required to put down a deposit that does not cover those costs related to the skipper's negligence and careless operation of the boat and equipment.

7. EXTENDING THE RENTAL PERIOD

If the Lessee would like to extend the rental period, the Lessee is required to come to the agreed upon final destination and to contact the Owner in order to obtain written permission for the new time and destination for the return of the boat.

8. RENTAL CANCELLATION

- a. Should the Lessee and his/her crew for any reason cancel the rental after the beginning of the rental period (after boat pick up), Ro-Tehnologija will retain the full rental price and charge the Lessee for all costs related to the cancellation.
- b. Should the Lessee cancel the rental up to 4 weeks prior to the beginning of the rental, Ro-Tehnologija will retain 50% of the rental price, whereas Ro-Tehnologija will retain the full rental price, if the cancellation is done within 4 weeks prior to the beginning of the rental.

9. DAMAGE

For all damage done, regardless of the cause, the Lessee is required to immediately inform the Owner, who will then notify the Lessee on how to rectify the problem. The Lessee will be charged for all unauthorized repairs and replacements.

10. RESPONSIBILITY OF THE OWNER

Should the boat be unavailable for any reason not related to the Lessee, the Lessee is entitled to claim a refund for the part of the rental period that the boat was unavailable to him/her. Ro-Tehnologija will try to provide a similar or better replacement boat for the same price.

11. RETURNING THE BOAT (CHECK-OUT)

- a. The Lessee is required to return the boat to the owner on time at the agreed upon destination. The boat must be clean and tidy, not damaged, and the gas tank(s) must be full. If the boat is not returned on time to the agreed upon destination, the Lessee is required to pay three times the regular daily price for each day of delay (each day begun is considered a full day) and to pay the owner for the costs related to the late return. The late return can be justified in the case of the Vis Major provided that the Lessee immediately informs the owner. Costs for the lost or damaged boat parts and/or equipment caused by the Lessee and his/her crew due to negligence and careless operation of the boat will be deducted from the deposit.
- b. Should the boat be returned extremely dirty and untidy, the owner will deduct an additional, special cleaning fee from the deposit. Should the gas tank(s) not be full, the owner will deduct the required amount to fill the gas tank(s) from the deposit.

12. INSURANCE

The boat, equipment and crew are insured for all damages and losses exceeding the deductible depending on the type of the rented boat. The boat and the boat leader are insured for damages done to a third party. All damages and/or losses covered by the insurance must be immediately reported to the owner.

13. RESPONSIBILITY OF THE LESSEE

- a. The Lessee is required to pay the Owner for all material and legal costs not covered by the insurance that are the result of the Lessee's deeds and negligence for which the Owner is responsible to a third party. The Lessee is particularly responsible in the case of boat confiscation due to unlawful activity. In the case of accident and/or shipwreck, the Lessee is required to record the course of events or obtain a written note from the Harbor Master's Office, from a doctor or from other authorized parties, as well as to immediately inform the owner. In the case that the boat is missing, confiscated, or sailing is not possible or is forbidden by an authorized party or other, the Lessee is required to inform the Owner and the authorized parties.
- b. The Lessee is required to check the oil level daily. The Lessee is responsible for damages and losses due to the lack of oil in the engine. Damages caused to parts of the boat under the water level caused by the Lessee's negligence and careless operation will be charged to the Lessee.

14. LOSS OF PROPERTY

Ro-Tehnologija is not responsible for the loss and/or damage to the Lessee's or third party's property placed on the boat, in Ro-Tehnologija's office, or in a vehicle. By signing this Agreement, the Lessee renounces claims to compensation for this type of losses and damages from Ro-Tehnologija.

15. COMPLAINTS

Only written complaints made when returning the boat (check-out) will be taken into consideration.

SKIPPER:

If the Lessee needs the services of a skipper, the Lessee is required to inform the Ro-Tehnologija employees about it when confirming the reservation. If the Lessee does not need the services of a skipper, one of the crew members must possess the VHF permit as well as the boat leader's permit.