

# **BOAT RENTAL CONTRACT WITHOUT LICENCE,** **CLUB ISSAMBRES**

## **ARTICLE 1 - IDENTIFICATION OF THE CONTRACTING PARTIES**

The rental contract is made between:

- **The tenant**, hereinafter referred to as the skipper or crew chief, over 18 years of age:

Mr. / Mrs. ....

Tel. ....

ID no.: ....

Photocopy or screenshot of your ID card: .....

The skipper or crew chief is responsible for the boat and the persons embarked with them on the boat.

- **The owner-operator**: SARL NAUTIC LOISIRS MÉDITERRANÉE (LLC).

The aforementioned company rents to the aforementioned tenant, a boat without a license according to the special conditions set out and accepted below:

## **ARTICLE 2 - THE VESSEL COVERED BY THE CONTRACT**

The present contract gives the right to rent one of the boats of the NAUTIC LOISIRS MÉDITERRANÉE fleet. NAUTIC LOISIRS MÉDITERRANÉE is the sole arbiter of the choice of the boat allocated to the reservation, all the boats in the fleet being identical in terms of characteristics.

The boat allocated to the reservation will be determined on the day of rental.

Boats have a maximum capacity of 5 people or 350 kg. The skipper or crew chief undertakes not to exceed the boat's maximum capacity. All boats are gasoline-powered, propeller-driven, 6 HP.

The rental date, departure and arrival times are defined in this reservation.

The point of departure, identical to the point of return, is: **Port des Issambres 83 380**. No person may embark or disembark at a point other than the point of departure. If the customer is late for departure, the rental period cannot be extended. The return time remains the same as that initially agreed at the time of booking. In the event of late return of the boat, the skipper agrees to pay the full amount of 30 euros/15 min.

Papers and equipment are carried in each boat. The equipment must only be opened in the event of an emergency or control by maritime police authorities, notably military, national or municipal. As this is a compulsory navigation device, any other opening, use, loss or damage, even partial, whether accidental or not, will be billed at a flat rate of €100.

### **NAUTIC LOISIRS MEDITERRANEE**

Capital de 7 700€ - 505 808 143 00025 RCS Fréjus Enseigne commerciale : WATER GLISSE PASSION

Siège social : 61 pl. Saint François de Paule 83600 FREJUS

Adresse de correspondance : 180 ch. du Lac 83520 ROQUEBRUNE SUR ARGENS

06 61 85 59 27 [www.waterglisse.com](http://www.waterglisse.com) contact@waterglisse.com

### **ARTICLE 3 - TERMS OF USE**

The tenant declares that he or she is fully aware of the present conditions, and undertakes to strictly apply the safety instructions appended to this contract. The tenant undertakes to use

the vessel solely for pleasure, unless an exemption has been duly agreed between the landlord and the tenant, and as a prudent and reasonable person.

These instructions are also set out in a video sent to you in the e-mail relating to this contract.

By accepting the present contract, you agree to read the instructions listed under the contract and to view the video.

The above-mentioned owner-operator, Nautic Loisirs Méditerranée, undertakes to entrust the tenant with a boat equipped and fitted out in accordance with current laws and regulations, and in a perfect state of cleanliness and operation.

Nautic Loisirs Méditerranée strictly limits the navigation of the boat without a license to less than 2,000 miles from the coastline.

The navigation route imposed by the nautical base is brought to the customer's attention by a map and/or a GPS map and beacon system. The skipper is required to sail only in the permitted zones, as explained during the initial briefing. Navigation in areas prohibited by regulations, due to

the absence of a seabed or the presence of divers, is strictly forbidden. In spite of this, if necessary, the skipper undertakes to leave the prohibited area as soon as possible.

In the event of a sudden change in the weather or any other warning signal, the skipper must contact the owner-operator to find out what action to take. If required by Nautic Loisirs Méditerranée, the skipper undertakes to return immediately to the starting point and to strictly follow all instructions, regardless of the remaining rental time.

The intervention of our breakdown service for failure to comply with the previous two points will be invoiced to the skipper at a cost of 250 euros.

Bearing in mind the general obligation to watch over and safeguard human life at sea, in the event of material or technical failure, it is the responsibility of the skipper to take all necessary measures to preserve the mental and physical integrity of those on board and under his responsibility, as well as the rented property.

The skipper agrees not to consume alcohol or drugs before renting a boat without a license. If the base manager detects a state of intoxication or considers that the skipper is under the influence of drugs, he reserves the right to refuse the rental of the boat without a license. No refund will be given. Smoking and the use of narcotics are strictly forbidden on board.

Under no circumstances may the boat be sublet or even loaned free of charge.

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#### **ARTICLE 4 - RENTAL PRICES AND PAYMENT TERMS**

The price is expressed inclusive of all taxes (VAT) in euros, global and fixed, fuel consumption included. No refund will be made **under any circumstances whatsoever.**

Cancellations, refunds or postponements can only be made in exceptional circumstances, at the discretion of the owner-operator, unless the customer has selected the serenity package, which allows a full refund of the rental if requested by the customer before the appointment date and time.

Nautic Loisirs Méditerranée is also the sole judge of the possibility of sailing according to weather conditions. However, the owner-operator cannot be held responsible for weather conditions.

The period for which the present contract has been concluded may only be modified with the agreement of the rental company and within the limits of its possibilities. If the tenant requests cancellation of the contract for any reason whatsoever, the deposit shall be forfeited to the landlord. The rental amount remains the property of the landlord, whether or not the tenant has used the boat during the rental period, whatever the reason for the vacancy. If the landlord succeeds in re-letting the reserved boat for the same duration and at the same price, he will reimburse the full amount of the deposit paid. If the boat delivered is unseaworthy, either because it lacks an essential safety feature, or because it does not comply with regulations, and if the landlord is unable to offer a boat of equal or superior characteristics, the tenant may cancel the contract and obtain the return of the sums paid, without being entitled to claim damages.

#### **ARTICLE 5 - INSURANCE**

The above-mentioned owner-operator declares that he has taken out fleet insurance with AXA under contract no.10483541704.

The landlord remains responsible for the consequences of this actions in terms of civil liability towards any third party, in particular the owner of the boat. Theft of (or damage to) personal effects is not covered under any circumstances.

#### **ARTICLE 6 - DEPOSIT**

The security deposit can be paid in cash or by credit card. The amount is 600 €; it will be paid before departure and returned on arrival after the inventory of fixtures.

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In the event of damage to equipment, for whatever reason or circumstance, the above-mentioned landlord undertakes to pay for the damaged items in accordance with the rates shown below:

- Propeller: €130
- Sun canopy: €400
- Rocket or armament part: €100
- Upholstery: €150
- Total or partial impact on the boat: €500
- Grappling hook: €150
- Vest: €80
- Windshield :€150
- Damage due to misuse to be defined: €500 (amount awaiting repair estimate)

It is the responsibility of the aforementioned tenant to report any missing (or damaged) items on the boat by means of a written declaration, at the time of the inventory of fixtures and fittings and in any event before departure, in the presence of the owner-operator or any person authorized to represent him or her. Any missing or damaged item found on the boat's return may be invoiced according to the aforementioned schedule.

In the event of damage to the rented property or losses not covered by insurance, which are attributable to the tenant or about which there is any doubt, reimbursement of the deposit may be deferred until the corresponding costs have been settled by the tenant.

#### **ARTICLE 7 - BOAT BREAKDOWN**

The above-mentioned owner-operator provides the above-mentioned tenant with a breakdown service which will intervene as quickly as possible, by simply calling the following number:

[07.65.16.17.17](tel:07.65.16.17.17)

A charge will be made for this service in the event of misconduct on the part of the above-mentioned tenant (through negligence, improper use or unreasonable circumstances). The landlord reserves the right to withhold any sums paid as security to cover the cost of repairing the boat.

#### **ARTICLE 8 - DISPUTES**

In the absence of an amicable agreement, any dispute relating to our services shall fall within the exclusive jurisdiction of the competent Commercial Court, within the exclusive jurisdiction of the owner-operator.

*By signing this contract, the tenant declares that he or she has read, understood and accepted these special conditions and the general conditions making up this contract, which is governed by French law, and undertakes to respect the conditions and limits of use of the vessel as defined.*

**If you have a technical problem, please call [07.65.16.17.17](tel:07.65.16.17.17)**

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## **SAFETY INSTRUCTIONS, CLUB ISSAMBRES**

### **Sailing in the river and within the 300-meter limit (marked by large yellow buoys) and the channel (to leave the harbor):**

- Must sail at idle speed, first notch on throttle
- Do not sail closer than 150m to the coast, as there are many rocks along the shoreline, for your own safety and that of your boat (halfway between the coastline and the buoys).
- Do not sail inside bathing areas (marked by a line of small yellow buoys).

### **Sailing outside 300 meters:**

- Keep alongside the buoys (even if you relate, you can't cut through the open sea).
- Do not stray more than 100 meters from this line of yellow buoys (i.e. a maximum of 400 meters from the coast).
- Do not approach divers or red diving buoys.
- Do not navigate in areas prohibited by the map and/or the GPS map equipped with beacons.

### **General information:**

- The outward journey is identical to the return journey. The boats are equipped with GPS beacons, so please follow the route explained at the start briefing. If the beacons fail, the route will be indicated on a printed map on the boat
- During navigation, all persons on board must remain seated inside the boat
- Always sail parallel to the waves, not facing them.
- The minimum age required to pilot the boat is 18.
- Smoking is not permitted on board.
- The skipper must not have consumed alcohol or drugs prior to boarding. The use of narcotics on board is strictly forbidden.
  
- When shifting from forward to reverse (or vice versa), it is imperative to shift into neutral.
- Do not turn the key while the engine is running.
- Do not touch the propeller.
- Never put your foot or hand in the engine compartment
  
- Before dropping the anchor, make sure that the boat is located in a sandy area with no underwater vegetation (seagrass), and that the anchor is securely fastened.
- Once the anchor has been dropped, switch off the engine.
- Swimming is only permitted once the anchor has been dropped and the engine switched off.
- Before retrieving the anchor, rest the engine.

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- Papers and equipment must be carried on each boat The equipment must only be opened in an emergency or for inspection purposes, otherwise you will be billed.
- Don't throw garbage at sea

In case of break down:

- If a fishing line or rope blocks the propeller, don't touch anything, contact us on [07.65.16.17.17](tel:07.65.16.17.17)
- Make sure the circuit breaker is in place.
- Make sure the throttle is in the neutral position
- Make sure the choke button is in the off position.

Contact us on [07.65.16.17.17](tel:07.65.16.17.17) Marine emergencies: 196

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