

General Rental Terms and Conditions

Article 1: Purpose of the Contract and Rates

The lessor charters to the lessee, who accepts, under the terms and conditions of this contract and the attached inventory (or to be attached), the boat as described in the rental agreement.

Article 2: Termination of the Contract by the Lessor

If, due to damage occurring during the previous rental or an impediment beyond their control, the lessor is unable to provide the designated boat on the agreed date, they have the full right to provide the lessee with a boat of equivalent or larger size. The rental price will remain unchanged, but the security deposit corresponding to the provided boat will be required. If this cannot be achieved within 48 hours after the scheduled departure date, all amounts paid will be refunded, and the lessee cannot claim damages or compensation.

Article 3: Termination of the Contract by the Lessee

The rental amount remains due to the lessor, whether or not the lessee uses the boat during the rental period, regardless of the reason for non-use. If the lessee cancels the rental and terminates the contract with the lessor, cancellation fees will apply under the following conditions:

- For a cancellation request made more than 6 months before the rental departure, only administrative fees of €120 will be charged.
- Less than 6 months before the rental start date: 15% of the total reservation price is due.
- Less than 3 months before the rental start date: 30% of the total reservation price is due.
- Less than 1 month before the rental start date: 50% of the total reservation price is due.
- Less than 7 days before the rental start date: 80% of the total reservation price is due.
- Less than 3 days before the rental start date: 100% of the total reservation price is due.

Article 4: Payment Terms

- **Reservation more than 3 months before departure:** A 30% deposit is due upon reservation, a second 30% deposit is due 3 months before departure, and the balance is due one month before departure.
- **Reservation 1 to 3 months before departure:** A 50% deposit is due upon reservation, and the balance is due one month before departure.
- **Reservation less than one month before departure:** 100% of the reservation amount is due.

If the lessee fails to comply with the payment deadlines specified above or does not return the signed contract within 10 days of its issuance, the contract will be automatically terminated without prior notice from the lessor. In this case, the lessor will retain the amounts already paid as compensation.

Article 5: Boat Handover

The lessor agrees to provide the lessee with a boat that is equipped and prepared in accordance with the laws and regulations applicable to the intended category of navigation, in perfect working order and cleanliness. The handover of the boat to the lessee is considered complete once the balance of the rental price has been paid, the security deposit has been made, and the inventory has been signed. The electronic navigation instruments provided on board to assist with fishing are merely aids to navigation.

Article 6: Inventory

The inventory, in two copies, will be signed by both the lessor and the lessee upon handover of the boat, with each party retaining a copy. Any discrepancies in the inventory must be documented by both parties and noted on the inventory document. The lessee's signature on the inventory acknowledges the boat's good condition and proper functioning, except for any hidden defects. The lessee has 24 hours after signing the inventory to inspect the boat and its equipment, and report any discrepancies to the lessor. Failure to sign the inventory or failure to return the signed inventory to the lessor will be considered acceptance of the boat as operational and complete, according to the standard inventory held by the lessor. In case of dispute, this standard inventory will serve as proof.

Article 7: Lessee's Obligations

The lessee certifies that the skipper has the necessary knowledge to undertake the intended navigation. The lessee is responsible for maintaining the boat in good working order during the rental period and for its regular upkeep. The lessee is responsible under the applicable laws and regulations governing recreational boating. The lessee agrees to carry only the number of passengers allowed by the regulations and the signed contract. The boat will be used only for recreational purposes, in accordance with current legislation. The lessee expressly releases the lessor from any liability as the skipper, including any legal actions, fines, and confiscations, even in the case of accidental fault on the part of the lessee. In the event of the boat being seized, the lessee must reimburse the value of the boat within one month. Subletting and lending the boat are strictly prohibited and will result in legal action, with all costs borne by the lessee. The lessor reserves the right to refuse to provide the boat if the skipper is deemed not to have sufficient competence. In such a case, the contract will be terminated, and the amounts paid will be refunded to the lessee, minus the administrative fee of €120 and the cost of any days the boat was used.

Attention, animals are not allowed.

Article 8: Insurance

The lessor declares that they have taken out a comprehensive insurance policy for the boat when they are the master of the vessel on board, with Crédit Mutuel under the boating contract number IO8001662. This insurance covers the lessor's liability for the following risks: civil liability for damage or total loss, and total or partial theft, excluding the engine and the dinghy. People on board and their personal belongings are not covered. For each incident, the lessee remains responsible and must take out their own civil liability insurance. The lessee remains liable for the consequences of their actions under civil liability towards any third party to this contract, including the owner of the boat. The lessee acknowledges having been informed about the possibility of subscribing to additional insurance options, such as excess buy-back, cancellation insurance, or personal assistance insurance. This subscription does not relieve the lessee of the obligation to provide the security deposit.

Article 9: The Security Deposit

The security deposit is paid by the lessee upon taking charge of the boat. The deposit serves to cover any damage to the rented property or partial loss of items attributable to the lessee and not covered by insurance. The deposit amount does not constitute a limit of liability that can be invoked by the lessee against the lessor, who always retains the right to seek compensation for damages incurred. The deposit will be refunded within a maximum of one month after the boat is returned. In case of damage to the rented property or losses not covered by insurance, and attributable to the lessee or where there is uncertainty, the refund of the deposit may be delayed until the corresponding expenses are settled by the lessee.

Article 10: Damage During the Rental Period

In the event of damage during the rental period, the lessee must consult the lessor. Any expenses the lessee incurs will be reimbursed upon return, provided a detailed invoice in the lessor's name is presented, with the VAT indicated, unless the damage or loss was caused by the lessor's fault or negligence or by individuals on board, without prejudice to any other damages or claims. In the case of serious damage or an incident requiring insurance intervention, the lessee must immediately notify the lessor. While awaiting instructions, the lessee must write a formal damage report, which must be submitted to the lessor at the end of the rental period. If the lessee fails to complete these formalities or neglects to take necessary precautions, they may lose insurance coverage and will be required to pay for all costs incurred due to the damage.

Article 11: Return of the Boat

The lessee is required to return the boat on the agreed date, time, and location. If the boat is returned to a different port, all expenses related to its return to the departure port will be the responsibility of the lessee, with a minimum charge of €120. Each day of delay entitles the lessor to a compensation equal to double the daily rental price, regardless of the cause of the delay. Furthermore, in case of force majeure preventing the return on the agreed date, the lessee must contact the lessor and agree on the terms of the return. Bad weather cannot be invoked as a valid reason for delay, as the skipper should make arrangements to prevent this possibility. On the return day, the lessee must make an appointment with the lessor for the inventory and inspection of the boat, which must be emptied of its occupants and their personal belongings, and returned in perfect order and cleanliness. The lessee is responsible for returning the boat, engine(s), and equipment in good working order and condition. If the

boat is not returned in the same condition as it was at departure, the lessee will bear the cost of cleaning and restoration. The return inventory is made jointly with the departure inventory.

Article 12: Disputes

Any legal costs resulting from this rental agreement will be the responsibility of the lessee at fault, unless otherwise decided by the court. For any dispute related to the execution of this contract, jurisdiction is exclusively granted to the court chosen by the lessor.

The lessee << read and approved >>.