



CONTRATTO DI LOCAZIONE

n° _____ del _____

Tra

La Ecosimius SNC (E-boats Sardinia), with registered office in Cagliari in via Domenico Millelire n°1/A, C.F. e P.Iva 03784550927 in the person of its *pro tempore* legal representative. Hereinafter referred to as **the Lessee**

e

Name _____
Surname _____
Resident in _____
Address _____
ID number _____
Telephone number: _____
Email _____

Hereinafter referred to as **the Lessor**

Premesso che

- a. The Lessee is the owner of a Microwatt model vessel with electric propulsion;
 - b. The Lessor, who declares:
 - to be well acquainted with the rules of navigation and safety at sea;
 - to have seen the boat and its characteristics and equipment;
 - to have viewed the video tutorial provided by the lessee and accessible on its website and to have fully understood its content;
 - to have seen and understood the navigation map provided digitally and accessible on its website;
- rents the boat described below under the following conditions:**

1. Scope and duration of the lease

- 1.1. The contract relates to the rental of a seven-seater boat model "Microwatt", with electric propulsion, identified with no. ____.
- 1.2. The Lessor declares to embark n. ____ passengers, including the person signing this Agreement. It will not be possible to change the number of passengers during the rental.

1.3. The rental takes place on the day: _____
from hours: _____ to hours: _____ for a
total of hours ____ for a set price of € _____.

2. Payment method.

2.1. Il pagamento del prezzo di locazione avviene tramite

- cash** **credit card**

3. Holding Deposit

3.1. The Lessor pays the Lessee the sum of € _____

- cash** **credit card**

3.2. Where the holder of the credit card is a person other than the Lessor, the latter assumes with him, jointly and severally, his obligations arising from this Agreement.

3.3. The deposit will be returned upon return of the boat and only upon successful verification of the state of the same, as provided for in the following articles.

4. Rental start

- 4.1. The Lessor declares to receive the boat with all the safety and comfort equipment for navigation on board.
- 4.2. Before navigation, the Lessor has a personal obligation to ascertain the presence and status of all this equipment.
- 4.3. For safety reasons, the Lessee reserves the right to regain possession of the vessel before the agreed term, if he judges that the Lessor is unable to drive the boat safely. The Lessee may always refuse to deliver the vessel if the lessor, or his passengers, are in a state of evident alteration. This decision cannot be contested and will not constitute a reason for refunding the price.

5. Insurance policy and liability of the Lessor

- 5.1. The boat is covered by a third party liability policy.
- 5.2. The Lessor is responsible for any damage suffered by the boat during the charter, even where the damage is directly or indirectly caused by other crew members.

5.3. The Lessor assumes full responsibility for passengers and any other third parties who are transported despite the express prohibition, releasing and relieving the Lessee from damage caused to them during the lease for any reason.

5.4. In the event of breakdown, malfunction or defect, the Lessor must immediately inform the Lessee and stop navigation in safety conditions.

6. Navigation limits and possible recovery.

6.1. The Lessor is expressly forbidden to sail within 100 meters from the coast and over 300 meters as per the provisions of the Port Authority of Cagliari. This will have to navigate following the itinerary provided by the navigation map which indicates all the prohibitions in compliance with the ordinance n. 48/2022 "*Disciplina delle attività ludico-diportistiche*" provided by the Port Authority of Cagliari.

These provisions are promptly detailed in the video tutorial and in the navigation map that the Lessor declares to have fully understood.

6.2. If there is a need to recover the boat for any reason not attributable to the Lessee, the parties agree on an additional price by way of compensation equal to:

- € 100.00 in case of recovery and rescue in the area provided by the navigation map;

- € 200.00 in case the recovery takes place beyond the predetermined area. The greater costs for any recovery, towing, rescue and any further assistance and rescue provided to the boat during the performance of this contract, will in any case be charged to the Lessor.

7. Boat return

7.1. Before returning, the Lessor is required to call the telephone number +39. 375.511.06.23 so that the Lessee can monitor his return to port. In any case, the latter is required to communicate by telephone the intention to extend the rental. The Lessee reserves the unquestionable choice to authorize this extension of the contract and to establish its price and conditions.

7.2. The boat must be returned to the point of departure without fail within the time established by this Agreement. If, due to the fact of the lessor, the duration of the navigation exceeds the agreed deadline, there is no liquidation of damages, but the

lessee, for the period of time exceeding the duration of the contract, is due an increased consideration in the amount of 100.00 euros for each hour of delay, except for greater damage caused to the Lessee.

7.3. Upon delivery, the boat will be checked in all its parts (hull, electric motor, equipment) as per the attached checklist. The security deposit will then be returned on condition that the boat is in the same state in which it was delivered, that is:

- clean, without waste or personal effects;

- in perfect working order;

- without damage or missing parts.

Otherwise a dispute will be made and therefore the security deposit will be withheld up to the amount of the damage and subject to its greater amount, which will in any case be borne by the Lessor.

The Lessor undertakes to immediately cover this greater damage according to the liquidation that the Lessee will operate.

The Lessor expressly accepts this settlement method and therefore expressly authorizes the Lessee to withdraw this greater sum from the credit card communicated.

If there is no possibility for the Lessee to obtain immediate compensation for the damage, the deposit will be fully withheld until the final quantification of the damage or its greater amount.

8. Privacy

8.1. In relation to the data and identity documentation required by the Lessee, based on this Agreement, we inform you that these documents, containing the Lessor's personal data, will be processed exclusively for the purposes related to the execution of this contract and in the manner indicated. in the attached information.

8.2. The Lessee, as the owner of the aforementioned data, is responsible for providing the relevant information to its Customers, pursuant to art. 13 of EU Regulation 2016/679.

8.3. The Lessor is aware of the presence on the boat of a GPS tracking system that will be able to follow the movement of the boat during its entire navigation and report the related speed, consumption and position data directly to the Lessee's computer system. The parties acknowledge that this monitoring is carried out both for safety purposes for the persons on board and for the protection of the property owned by the Lessee.

9. Referral

9.1. The relationship between the parties present here relates only to the leasing of the boat and is therefore governed, although not expressly established in this contract, by the regulatory provisions envisaged for the rental of movable property by the Civil Code and the Navigation Code and therefore by the sector-specific standards.

10. Disputes and Jurisdiction

10.1. For any dispute relating to this contract, the Court of Cagliari is indicated as the exclusive competent court.

11. Contract formation

11.1. The parties present declare that they have carefully examined this contract and every article in it.

Signature

Lessor for signing the contract

Signature

Credit Card holder (if different from the Lessor)

Pursuant to art. 1341 and 1342 cod. civ., declares to have read, understood and expressly accepted clauses 3, 4, 5, 6 and 7 of this Agreement.

Signature (the Lessor)

Signature

Credit Card holder (if different from the Lessor)

The following documents, videos and attachments are part of this contract and available on Lessee's website:

www.e-boatsardinia.com.

- video tutorial

-Navigation Map

CHECK LIST:

n.4 fenders

n.6 cushions

n.1 sun lounge board

life jackets (1 for each passenger)

n.1 fire extinguisher

n.1 buoy with ropes

n.1 boat hook/paddle

n.1 su cover

n.1 anchor, chain and rope