RUBY
RENT A BOAT
BAŠKA, ISLAND KRK

RUBY RENT A BOAT (the "**Charter Company**") shall rent a boat to the **Charterer** under the following terms:

RESERVATION, PAYMENT AND TERMS CANCELLATION: The boat can be booked in person or by e-mail. An advance payment for the reservation in the amount of 50% of the total rental price is paid within time limit set by charter company. The remaining 50% is paid by the charterer when taking over the boat. If the charterer does not come until agreed time (until 10:30) to do check in and pick up the boat the charter company reserves the right on the money paid for the rental or an advance payment. In the case of a multi-day rental for which a discount has been applied, the charter company reserves the right to the total contracted rent, regardless of weather conditions and the possibility of the boat leaving or not leaving the port. In the case of a one-day rental, after payment and signing of the contract, the charter company reserves the right to the entire rental regardless of the earlier return of the boat. The charter company is not obliged to return the advance payment if weather conditions are safe for sailing.

WEATHER CONDITIONS: The charter company is not obligated to provide a weather forecast nor is responsible for weather conditions. The charter company determines what weather conditions are acceptable for safe sailing.

HANDOVER OF THE BOAT: The boat is rented in perfect condition, clean, with a full tank of fuel, and with complete equipment. The boat can be picked up at 09:00 hours and must return by 18:00 hours. The charterer undertakes to carefully check the condition of the boat and equipment, it is obligatory to take photos of boat and equipment in the presence of the charter company representative. Any hidden defects of the boat or its equipment, which could not have been known to the charter company at the time of handover of the boat, as well as defects that may occur after the handover, do not entitle the charterer to reduce the rental price. The charter agrees to leave to the charter company a cash deposit for the boat, the amount of which is determined by the charter company.

DAMAGES: The charterer is obliged to cover all costs of damages incurred during the lease. The damage assessment will be performed by an authorized employee, and the charterer will agree with the assessment. In case of damage, payment is made in cash or card. The charter company reserves the right to terminate the contract at any time without explanation to the charterer. In the event of damage or loss of equipment, the charterer will be charged for the equipment at list price +30% on that price. The charter company will decide where to purchase the damaged or lost equipment. The charterer is responsible for all engine damage caused during the rental period. In case of damage to the underwater part of the vessel, the vessel will be inspected at the charterer's expense (crane and damage assessment).

NAVIGATION AREA: The permitted navigation area is the Kvarner Bay.

NAVIGATION CONDITIONS: By signing boat charter agreement, the charterer confirms that he has a valid navigation license and that he has the appropriate level of maritime skills. The charterer will be responsible for providing any false information. The charterer is subject to full compliance with these conditions of the lease agreement, including the Maritime Code of the Republic of Croatia. The charterer is the only person who can operate the boat. Sub-charter is not allowed nor is it allowed to give the boat to third parties. The charter company determines the number of people on board. This number must not be exceeded. In the event of an accident, the charterer is obliged to contact the charter company and the Harbormaster's Office, which will make a report and protect the boat during the procedure. Otherwise, the charterer is responsible for the possible consequences. It is forbidden to tow a boat to the beach. During the rental period, it is forbidden to take the appropriate equipment without returning it.

SPECIFIC RESPONSIBILITIES OF THE CHARTERER: It is strictly forbidden to drink alcohol for the person driving the boat. Smoking is prohibited on the boat. The charterer is obliged to return the boat to the charter company with all its equipment, in the same condition in which it was handed over to the charterer and at the agreed time. The charterer undertakes not to: use the boat for racing or towing another boat; to take the boat away, nor to allow it to be taken out of Croatian territorial waters; catch fish from a boat or extract any marine organisms from the sea; use equipment for water sports (tubes, skis, etc.).

RETURN OF THE BOAT: The charterer is obliged to hand over the boat by 18:00 hours in the same condition as when taking it over. If the boat does not return by the agreed time, the charterer is obliged to pay the price of a one-day rental price and loses the right to that additional day of charter - WITHOUT EXCEPTIONS. In case the charterer is late and did not inform the charter company, the charter company will treat it as theft of the boat and will report it to the institution. The rental price does not include fuel and is charged upon return when the amount of consumed fuel is determined by the employee. The boat is fueled only with PREMIUM gasoline. In case the boat is not returned in a satisfactorily clean condition, the charter company takes the right to charge for additional cleaning of the boat in fee from 50-200 EUR.

METHOD OF PAYMENT: Payment of rent and damages is made in cash or by card. Except in exceptional cases only in cash. **Gasoline is to be paid in CASH ONLY.**

FINAL PROVISIONS: In case of disagreement with the interpretation of the Croatian text in some other foreign languages, the Croatian text will prevail. Arbitration - the Municipal Court in Rijeka has jurisdiction over all disputes that cannot be resolved amicably. Full rental terms and conditions with all other addenda can be found on the official RUBY RENT A BOAT website, and in the event of a dispute, these will be deemed to be the final rule.

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RUBY RENT A BOAT (u daljnjem tekstu kao "**Najmodavac**") daje u najam brodicu **Unajmitelju** brodice prema slijedećim uvjetima najma:

REZERVACIJA, PLAĆANJE I UVJETI STORNA: Brodica se može rezervirati osobno ili elektronskom poštom. Akontacija za rezervaciju u iznosu od 50% od ukupne cijene najma plaća se unutar vremenskog roka koji odredi najmodavac. Ostatak od 50% unajmitelj plaća pri preuzimanju brodice. Ako unajmitelj ne dođe do ugovorenog vremena (do 10:30 sati) na primopredaju brodice najmodavac zadržava pravo na novac plaćen za najam ili akontaciju. U slučaju višednevnog najma na koji je ostvaren popust najmodavac zadržava pravo na ukupnu ugovorenu najamninu bez obzira na vremenske uvjete i mogućnost izlaska ili neizlaska brodice iz luke. Kod jednodnevnog najma nakon naplate i potpisivanja ugovora, najmodavac zadržava pravo na cijelu najamninu bez obzira na raniji povratak brodice. Najmodavac nije dužan vratiti akontaciju u slučaju da su zadovoljeni sigurni vremenski uvjeti na moru.

VREMENSKI UVJETI: Najmodavac nije dužan davati vremensku prognozu niti je odgovoran za vremenske uvjete. Najmodavac određuje koji vremenski uvjeti su prihvatljivi za sigurnu plovidbu.

PRIMOPREDAJA BRODICE: Brodica se daje u najam u besprijekornom stanju, čista, s punim tankom goriva, te s kompletnom opremom. Brodica se može preuzeti u 09:00 sati i obavezno vratiti se do 18:00 sati. Unajmitelj se obvezuje kod preuzimanja uz prisustvo predstavnika najmodavca pažljivo provjeriti stanje brodice i opreme, te fotografirati sve nedostatke i oštećenja. Eventualni prikriveni nedostaci brodice ili njegove opreme, koji najmodavcu kod primopredaje brodice nisu mogli biti poznati, kao i nedostaci koji eventualno nastanu nakon primopredaje, ne daju pravo unajmitelju da umanji cijenu najma. Unajmitelj pristaje ostaviti najmodavcu novčani polog za brodicu, čiji iznos određuje najmodavac.

ŠTETE: Unajmitelj je dužan pokriti sve troškove štete nastale tijekom trajanja najma. Procjenu štete izvršit će ovlašteni djelatnik, a unajmitelj će se složiti s procjenom. U slučaju nastale štete, plaćanje se vrši gotovinom ili karticom. Najmodavac zadržava pravo na raskid ugovora u svakom trenutku bez obrazloženja najmoprimcu. U slučaju oštećenja ili gubitka opreme, unajmitelju će biti naplaćena oprema po kataloškoj cijeni +30% na tu cijenu. Najmodavac će odlučiti gdje će se kupiti oštećena ili izgubljena oprema. Unajmitelj je odgovoran za sve štete na motoru nastale za vrijeme trajanja najma. U slučaju oštećenja podvodnog dijela brodice, brodica će biti pregledano o trošku unajmitelja (dizalica i procjena štete).

PODRUČJE PLOVIDBE: Dozvoljeno područje plovidbe je Kvarnerski zaljev.

UVJETI PLOVIDBE: Potpisivanjem ovog ugovora o najmu brodice, unajmitelj potvrđuje da posjeduje valjanu dozvolu za plovidbu te da posjeduje odgovarajuću razinu pomorskih vještina. Unajmitelj će biti odgovoran za davanje lažnih podataka. Unajmitelj podliježe u potpunosti poštivanju ovih uvjeta ugovora o najmu, pa tako i pomorskog zakonika RH. Unajmitelj je jedina osoba koja može upravljati brodicom. Pod-iznajmljivanje nije dopušteno niti je dopušteno dati brodicu trećim osobama. Najmodavac određuje broj osoba na brodici. Taj broj ne smije biti premašen. U slučaju nesreće, unajmitelj je dužan kontaktirati najmodavca i Lučku kapetaniju koja će napraviti zapisnik i zaštititi brodicu tijekom postupka. U protivnom unajmitelj odgovora za moguće posljedice. Zabranjeno je vući brodicu na plažu. Tijekom razdoblja najma zabranjeno je uzimati odgovarajuću opremu bez povratka iste.

SPECIFIČNE ODGOVORNOSTI NAJMOPRIMCA: Strogo je zabranjeno konzumiranje alkohola osobi koja upravlja brodicom. Zabranjeno je pušenje na brodici. Unajmitelj je dužan vratiti brodicu najmodavcu sa svom opremom, u istom stanju u kakvom je predano unajmitelju te u dogovoreno vrijeme. Unajmitelj se obavezuje da neće: koristiti brodicu za utrku ili tegljenje (vuču) drugog plovila; odvesti brodicu, niti dozvoliti da bude odvezena izvan hrvatskih teritorijalnih voda; loviti ribe s brodice ili vaditi bilo kakve morske organizme iz mora; koristiti opremu za vodene sportove (tube, skije i sl.).

VRAĆANJE BRODICE: Unajmitelj je obvezan vratiti brodicu do 18:00 sati u istom stanju kao i pri njezinu preuzimanju. Ukoliko se brodica ne vrati do dogovorenog termina, unajmitelj je dužan platiti cijenu jednodnevnog najma i gubi se pravo na taj dodatni dan najma – BEZ IZUZETAKA. U slučaju da unajmitelj kasni a o tome nije obavijestio najmodavca, najmodavac će to tretirati kao krađu plovila te će to prijaviti nadležnoj instituciji. U cijenu najma nije uključeno gorivo, te se naplaćuje po povratku kada se utvrdi potrošena količina goriva od strane djelatnika. Brodica se tanka isključivo PREMIUM benzinom. U slučaju da brodica nije vraćena u zadovoljavajuće čistom stanju, najmodavac uzima pravo naplate dodatnog čišćenja plovila u iznosu od 50-200 EUR.

NAČIN PLAĆANJA: Plaćanje najma i šteta se vrši u gotovini ili karticom. Osim u iznimnim slučajevima samo u gotovini. **Gorivo se plaća ISKLJUČIVO U GOTOVINI.**

ZAVRŠNE ODREDBE: U slučaju neslaganja s tumačenjem hrvatskog teksta nekim drugim stranim jezicima, prednost će imati hrvatski tekst. Arbitraža - nadležan je Općinski sud u Rijeci za sve sporove koji se ne mogu riješiti mirnim putem. Puna pravila i uvjeti najma sa svim ostalim dodatcima nalaze se na službenoj stranici RUBY RENT A BOAT, te se u slučaju spora ta uzimaju kao pravovaljana.