



RUBY RENT A BOAT (the “**Rental Company**”) shall rent a boat to the **Client** 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 24 hours or less than the receipt of the offer. The remaining 50% is paid by the charterer when taking over the boat. The price does not include fuel. If the charterer does not come until agreed time (until 10:30) to do check in and pick up the boat without notifying the lessor, the lessor reserves the right to the money paid for the rental. In case of bad weather, the charter company reserves the right to charge for the day.

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 and returned by 18:00. The charterer undertakes to carefully check the condition of the boat and equipment in the presence of the lessor's representative. Any hidden defects of the boat or its equipment, which could not have been known to the lessor 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.

DAMAGES: The charterer is obliged to cover all costs of damage incurred during the lease. The damage assessment will be performed by an authorized **Rental Company** employee, and the charterer will agree to the assessment. In case of damage, payment is made exclusively in cash.

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

NAVIGATION CONDITIONS: By signing this 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 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 lessor 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 lessor and the Harbor Master's Office, which will make a record and protect the boat during the procedure. Otherwise the charterer is liable for possible consequences. It is forbidden to tow a boat to the beach. The charterer will pay extra for each incident on the boat. During the rental period, it is forbidden to take the appropriate equipment without returning it. In case of damage or loss of equipment, the renter will be charged equipment at the catalog price + 30% of that price. The landlord will decide where to buy damaged or lost equipment.

SPECIFIC RESPONSIBILITIES OF THE CHARTERER: The charterer agrees to leave one of the personal documents (identity card or passport) to the lessor as a deposit for the boat. The charter also agrees to leave a deposit in cash in the amount decided by the rental company. The charterer is obliged to return the boat to the lessor 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 (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 water sports equipment (tubes, skis, etc.). The charterer is responsible for all engine damage caused during the rental period. In case of damage to the underwater part of the boat, the boat will be inspected at the expense of the charterer (crane and damage assessment).

RETURN OF THE BOAT: After the end of the charter, the charterer is obliged to hand over the boat by 18:00 and 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 lessor, the lessor will treat it as theft of the boat and will report it to the competent institution. The rental price does not include fuel and is charged upon return when the amount of fuel consumed by the employee is determined.

METHOD OF PAYMENT: Payment of rent is made in cash and with card. Except in exceptional circumstances is accepted only cash.

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 Rijeka County Court has jurisdiction over all disputes that cannot be resolved amicably.



RUBY RENT A BOAT (u daljnjem tekstu kao "**Najmodavac brodice**") daje u najam brodicu **Najmoprimcu 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 24 sata ili kraće od primitka ponude. Ostatak od 50% unajmitelj plaća pri preuzimanju brodice. U cijenu nije uključeno gorivo. Ako unajmitelj ne dođe do ugovorenog vremena (do 10:30) na primopredaju brodice a bez da o tome ne obavijesti najmodavca, najmodavac zadržava pravo na novac plaćen za najam. U slučaju lošeg vremena najmodavac zadržava pravo naplate dana.

PRIMOPREDAJA PLOVILA: Brodica se daje u najam u besprijekornom stanju, čista, s punim tankom goriva te s kompletnom opremom. Plovilo se može preuzeti u 09:00 sati i vratiti se do 18:00 sati. Unajmitelj se obvezuje kod preuzimanja uz prisustvo predstavnika najmodavca pažljivo provjeriti stanje broda i opreme. Eventualni prikriveni nedostaci plovila ili njegove opreme, koji najmodavcu kod primopredaje plovila nisu mogli biti poznati, kao i nedostaci koji eventualno nastanu nakon primopredaje, ne daju pravo unajmitelju da umanji cijenu najma.

ŠTETE: Unajmitelj je dužan pokriti sve troškove štete nastale tijekom trajanja najma. Procjenu štete izvršit će ovlašteni djelatnik Najmodavac brodice, a unajmitelj će se složiti s procjenom. U slučaju nastale štete, plaćanje se vrši isključivo u gotovini.

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 brodu. 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. Najmoprimac će dodatno platiti za svaki incident na brodici. Tijekom razdoblja najma zabranjeno je uzimati odgovarajuću opremu bez povratka iste. U slučaju oštećenja ili gubitka opreme, unajmitelju će biti naplaćena oprema po kataložskoj cijeni +30% na tu cijenu. Najmodavac će odlučiti gdje će se kupiti oštećena ili izgubljena oprema.

SPECIFIČNE ODGOVORNOSTI NAJMOPRIMCA: Unajmitelj pristaje ostaviti jedan od osobnih dokumenata (osobnu iskaznicu ili putovnicu) najmodavcu kao polog za plovilo. Unajmitelj također pristaje ostaviti polog u gotovini u količini o kojoj odlučuje najmodavac. Unajmitelj je dužan vratiti plovilo najmodavcu sa svom opremom, u istom stanju u kakvom je predano unajmitelju te u dogovoreno vrijeme. Unajmitelj se obavezuje da neće: koristiti plovilo 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.). Unajmitelj je odgovoran za sve štete na motoru nastale za vrijeme trajanja najma. U slučaju oštećenja podvodnog dijela plovila, plovilo će biti pregledano o trošku unajmitelja (dizalica i procjena štete).

VRAĆANJE PLOVILA: Nakon završetka najma plovila unajmitelj je obvezan predati brodicu do 18:00 sati i 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 potošena količina goriva od strane djelatnika.

NAČIN PLAĆANJA: Plaćanje najma se vrši u gotovini i karticom. Osim u iznimnim slučajevima samo u gotovini.

ZAVRŠNE ODREDBE: U slučaju neslaganja s tumačenjem hrvatskog teksta nekim drugim stranim jezicima, prednost će imati hrvatski tekst. Arbitraža - nadležan je Županijski sud u Rijeci za sve sporove koji se ne mogu riješiti mirnim putem.