

Boat Rental Agreement

Between

AB Tempus R&H Oy

and

Rentee(s)

_____ (Name)

_____ (Address)

_____ (City, Zip, State)

_____ (Phone Num.)

_____ (Email)

_____ (Passport Number)

RENTAL PROPERTY:

Rönqvist 515 with a Honda 50hp engine.

Yamarin 540 Big Ride with Yamaha 60hp engine.

RENTAL DATE(S): _____

RENTAL RATE (€): _____

Parties agree that they have read this document and the "General Provisions for Boat Rental" in its entirety and agree to all terms and conditions.

Place and Date

Vestlax _____._____.20____

_____ Rentee

_____ Ab Tempus R&H OY

GENERAL PROVISIONS FOR BOAT RENTAL

In these provisions Ab Tempus R&H Oy is referred to as "Renter" and the party renting the boat as "Rentee".

1. Use of the Boat

- a) Rentee is obliged to care for the boat as any responsible person would for his own property, by being careful at all times to maintain the appearance of the boat as at the time of rental. Rentee agrees to abide by all laws and other statutory regulations applying to the captain of a vessel.
- b) Rentee assumes the responsibility for the knowledge and skill of the captain (or any persons assigned to drive the boat) to safely navigate the boat in the waters to be sailed.
- c) The boat is to be locked (key removed) at all times while vacant.
- d) At the time of rental, Rentee is provided a full tank of fuel (and 2-stroke engine oil where applicable). It is recommended that both parties note any damaged equipment or areas of the boat at this time to avoid disagreements at the end of the rental period. Rentee agrees to return the boat with all the original equipment, in the same condition as when first rented, and with a full tank of fuel. If Rentee neglects to inspect or having carried out an inspection fails to notify the Renter of the damage, it shall be assumed that the damage occurred during the rental period.

2. Responsibility for the Boat and its Equipment during the Rental Period

Rentee is responsible for the boat and its equipment and is obliged to:

- a) compensate for damage to the boat or its equipment during the rental period, and;
- b) compensate or replace equipment or part of the boat lost during the rental period.

2.1 Rentee's Responsibility for Damages

If damages to the boat are a result of Rentee's intentional, accidental or gross negligence during operation of the boat (Finnish laws for drug and alcohol use apply), or due to illegal use of the boat, or Rentee's apparent breach of the terms of the agreement, Rentee is responsible in full to Renter for any damages incurred.

Examples of compensation levels for some of the engine parts:

- Propeller 300€
- Gear Case Assy. 1200€
- Power Trim-tilt 400€

2.2 Rentee's Release of Responsibility

Rentee is released of the responsibility for that part of any damage or loss Renter is able to recapture from another responsible party.

3. Rental Payment

The rental price includes Rentee's right to use the boat, operated by the person(s) identified in the agreement as the qualified captain(s), as well as use of the equipment listed in the checklist.

- a) The rent shall be paid in cash when the handover is done or paid according to the instructions on the invoice received when the booking has been confirmed.

4. Renter's Responsibility

Renter agrees to deliver the boat in good, safe condition in accordance with regulations, at the agreed upon place and time. In addition, for unexperienced Rentees, it is Renter's responsibility to instruct Rentee in the operation of the boat prior to any use by Rentee. If the Renter is not able to give Rentee the possession of the boat as agreed, Rentee is entitled to reduction of rental payment equal to the lost time, or he may cancel the agreement if possession is delayed for an unacceptable length of time.

5. Fuel and Service of the Boat

Rentee will pay for all fuel used. Renter will advise Rentee of the type of fuel required. Rentee is responsible for

damage due to the use of improper fuel. During the rental period, Rentee is responsible for normal maintenance of the boat, such as maintaining safe levels of engine oil, cooling and battery fluids, safe operational condition of the engine compartment, and cleanliness of the boat during and at the conclusion of the rental period.

6. Actions to be Taken by Rentee in Case of a Mishap, Damage or Theft

- a) Rentee is to inform Renter immediately of any mishap, damage to, or theft of the boat. In case of theft, Rentee is to notify the police immediately. Upon notification, Renter is to advise Rentee of the actions to be taken.
- b) In case of damage, Rentee is to take immediate action, to identify the problem and to prevent further damage. All personal injuries are to be reported to the police.
- c) If Rentee neglects to take actions as outlined above, he is responsible to Renter for all damages.

7. Renter's Responsibility for Faulty Equipment

If, during the rental period, the boat develops a technical or other problem, the Renter will be responsible for the repair, provided that the problem is not caused by negligence of Rentee. If the Renter does not correct the problem or provide an equal replacement within a reasonable time period, Rentee may cancel the rental agreement. Rentee will be refunded for any lost time.

8. Return of the Boat

- a) The boat is to be returned to an agreed-upon location. The return is to take place on or before the last day of the rental period. The boat is to be returned clean and with a full tank of fuel.
- b) If Rentee chooses to return the boat before the end of the rental period, he is not entitled to a refund.
- c) If Rentee neglects any part of Section a), above, Renter has the right to collect for expenses incurred due to Rentee's negligence.

9. Voiding the Agreement

- a) Renter has the right to void this agreement if it is obvious that Rentee is breaking any part of the agreement or that Rentee cannot operate the boat as required. Renter is not responsible for any expenses incurred to Rentee.
- b) Renter has the right to cancel this agreement before the beginning of the rental period if the boat is not available due to reasons beyond the control of Renter, such as forces of nature (force majeure). In such a case, Rentee is entitled to a full refund. Any expenses incurred will not be the responsibility of Renter.
- c) Rentee has the right to cancel before the beginning of the rental period, if Rentee is unable to comply due to reasons beyond Rentee's control, such as forces of nature (force majeure). Rentee is entitled to a full refund, minus any billing expenses incurred by Renter, providing that the cancellation takes place in writing at least 28 days before the Rental Period. If the letter of cancellation is post marked less than 28 days prior to beginning of rental period, Rentee is not entitled to a refund. Any expenses incurred to Rentee will not be reimbursed.
- d) If Rentee cancels the agreement for any reason other than those mentioned in Section c), above, Rentee is not entitled to a refund. If a substitute Rentee, as approved by Renter, can be obtained, the cost to Rentee will be limited to the actual expenses incurred to Renter.

10. Taking the Boat Beyond Designated Waters

Taking the boat outside of the designated navigation area is prohibited.

11. Smoking on Board

Smoking is prohibited inside of the boat.

12. Disputes of Agreement

If disputes cannot be resolved among the two parties, and if Rentee is the user, Rentee can bring the matter to the attention of the Finnish Consumer Complaints Board for handling. If the matter is brought to the court of justice, the case will first be presented at a lower court in the locale of Rentee's residency, unless Rentee wants to appeal the case in a general lower court the locale of Renter's operation. If Rentee is a business entity, legal action shall in every case take place in the lower court of Renter's place of domicile.