



UGOVOR

MORSKI ČOVIK, Obrt za pomorski prijevoz i rekreaciju, iznajmljuje najmoprimcu (čiji su podaci na prednjoj stranici ugovora), plovilo po sljedećim uvjetima:

1. Među ugovarateljima je nesporno da najmodavac ima u vlasništvu brod MAESTRAL 555 koje vlasništvo dokazuje prometnom dozvolom broj _____ izdanom od Lučke kapetanije u Korčuli.

2. Najmodavac daje u najam najmoprimcu brod pobliže opisan čl.1. ovog Ugovora na period i uz cijenu kako je navedeno na prvoj strani ovog ugovora.

Najmoprimac ne smije davati brod u podnajam.

3. Najmoprimac se obvezuje posjedovati urednu dozvolu za upravljanjem broda iz čl.1. ovog Ugovora na način kako to propisuju i priznaju pozitivni propisi Republike Hrvatske.

Ukoliko najmoprimac do dana davanja broda u najam ne predoči najmodavcu urednu dozvolu za upravljanjem broda, ugovor se raskida a akontacija se ne vraća.

Najmoprimac je dužan upravljati brodom u skladu s pomorskim propisima iz Pomorskog zakonika Republike Hrvatske.

4. Najmodavac se obvezuje predati brod najmoprimcu uredan i čist te osigurati mu uvjete za plovidbu, s tim da gorivo nije uključeno u cijenu te se plovilo iznajmljuje i vraća sa punim spremnikom.

Najmoprimac se obvezuje najmodavcu vratiti brod po ugovorenom roku u onakvom stanju u kojem je isti primljen od najmodavca / sa punom spremnikom, svom opremom, neoštećen, čist/.

5. Brod/polovilo ima osiguranje samo prema trećim osobama, pa ako najmoprimac počinu štetu svojom krivnjom obavezan je tu štetu platiti. Procjenu štete utvrđuje djelatnik obrta „Morski čovik“, a sa navedenom procjenom se najmoprimac obavezan usuglasiti.

6. Najmoprimac se obvezuje koristiti brod samo za vrijeme danjeg svjetla i samo za relacije za koje je prethodno dobio suglasnost najmodavca.

7. Najmoprimac je prilikom iznajmljivanja dužan položiti gotovinski depozit za slučaj štete u iznosu od 500€ koji će biti zadržan za vrijeme najma, a koji se nakon urednog najma vraća. Navedeni depozit se ne vraća, odnosno umanjuje se za iznos štete, ukoliko se pregledom broda nakon proteka najma utvrdi oštećenje na trupu, budu ili motoru, izgubljene stvari iz redovne opreme, slomljeni ili oštećeni propeler, kašnjenje s povratkom te za slučaj izuzetno nečistih brodova.

Ukoliko kašnjenje s vraćanjem broda iznosi duže od dva dana, ugovaratelji ugovaraju novčanu kaznu u iznosu od 250 € za svaki dan kašnjenja, koji iznos ne ulazi u depozit već se plaća posebno.

Obveze plaćanja depozita oslobođeni su oni koji s brodom unajmljuju našeg skipera.

8. Ako najmoprimac iz bilo kojeg razloga prijevremeno prekine ugovor, novac od plaćenog najma se ne vraća.

Ako dođe do havarije, najmoprimac se obvezuje hitno pozvati lučku ispostavu koja će sastaviti posebni zapisnik, te plovilo zaštititi za vrijeme procedure, u protivnom najmoprimac snosi u cijelosti odgovornost za nastalu štetu.

9. U slučaju neslaganja u tumačenju hrvatskog teksta s engleskim, hrvatski tekst će imati prednost.

U slučaju spora iz ovog ugovora stranke su suglasne da priznaju nadležnost suda u Korčuli.

10. Ovaj ugovor smatra se pravom voljom ugovornih strana te ga kao znak prihvata vlastoručno potpisuju.

RENTAL CONTRACT

MORSKI ČOVIK, Business for nautical transport and recreation, is renting to renter (whose data are on the front page of this contract), the boat under the following conditions:

1. It is indisputable among the contract parties that the lessor owns the boat MAESTRAL 555, which he can prove with registration card # _____ issued from Port Authority in Korcula.

2. The lessor is renting the boat, closely described in 1. of this Contract, to the renter for the period and price stated on the first page of this contract.

The renter must not sublet the boat.

3. The renter subscribes to own a regular licence for steering a motor boat from the paragraph 1. of this Contract. In the manner prescribed and approved by positive regulations of the Republic of Croatia.

If the renter does not provide the lessor with the regular boat steering licence by the date of boat renting, the Contract is terminated and reservation deposit will not be refunded.

The renter is obligated to steer the boat in accordance with nautical regulations of Nautical Code of the Republic of Croatia.

4. The lessor subscribes to deliver the boat to renter tidy and clean, and to provide sailing conditions, however, the fuel is not included in the price, the boat is being rented and returned with full fuel tank.

The renter subscribes to return the boat to the lessor in contracted time in the same condition it was taken from the lessor in /with full fuel tank, all equipment, undamaged, clean/.

5. Boat/boat is insured only towards 3rd parties, so if the renter causes damage as the result of his fault, he is obligated to pay for that damage. Damage evaluation is done by Morski Čovik company's employee, and the renter is obligated to accept the evaluation.

6. The renter subscribes to use the boat only during daylight hours and only in locations previously approved by the lessor.

7. At renting the renter is obligated to pay cash damage deposit for the case of damage in the amount of 500€ which will be kept during renting time, and refunded after regular renting. The deposit will not be refunded, i.e. it will be decreased for the amount of the appraised damage. If the boat control after the renting period determines damage of the hull, motor, lost things belonging to regular equipment, broken or damaged propeller, return delay or in the case of extremely dirty boat.

If the return delay is longer than two days the contractors agree to a fine of 250 € for each day of delay, the cash deposit does not cover that fine, and it is to be paid separately.

Depozit will not have to be paid if the renter hires our skipper with the boat.

8. If the renter terminates the contract earlier for any reason, the money from the paid rent will not be refunded.

If there is an average, the renter is obligated to immediately notify port authorities which will compose special report, and protect the boat during the procedure. If that is not done, the renter defrays completely for all the damage.

9. In case of variance in interpretation of Croatian and English text, the Croatian text has the advantage.

In case of dispute anent to this Contract, the parties approve authority of the Court in Korčula.

10. This contract is considered free will of contract parties, and they are personally signing it as a sign of acceptance.

Datum

Date

Potpis Najmodavca

Agent's Signature

Potpis Najmoprimca

Renter's Signature