



GENERAL RENTAL CONDITIONS

Article 1: Designation of rental equipment

The owner makes available to the tenant, in return for the amount determined in the rental contract, a cabin boat with its equipment and their tenders to live several days on board; sink, gas hob, fridge, sofa bed, electricity, mandatory indoor equipment, rod pod, echo sounder, inflatable boat, thermal and electric motors, batteries.

Article 2: Obligations of the company "Track & Carpes"

The owner undertakes to provide the tenant with a cabin boat in accordance with French regulations and legislation.

The owner undertakes that the cabin boat is equipped with all mandatory safety features.

The owner agrees to be insured for the rental of the cabin boat.

The owner undertakes not to rent the cabin boat in case it has a technical problem.

Article 3: Obligations of the tenant

The renter is responsible for the cabin boat as well as all equipment and their annexes.

The tenant agrees to:

- Use the cabin boat in a reasonable and careful manner, respecting the legislation in force on the waters chosen by the tenant. For this purpose, the tenant will be responsible for any infringement found during the rental time and must pay the amount of any fine received during the rental.
- Be limited to the place of navigation determined in the rental agreement.
- Do not entrust the cabin boat to a third party. Subletting and lending are strictly prohibited.
- Scrupulously respect rental schedules. If this is not the case, the tenant is exposed to financial penalties.
- Return the cabin boat, its equipment and their annexes in the same condition as that stipulated during the inventory, clean and undamaged. In the event that equipment has been damaged, the tenant agrees to compensate the owner according to the amount determined by the latter.
- Do not abandon the cabin boat and return it only to its owner, or the insurer in case of breakdown or accident.
- Immediately notify the owner or insurer in the event of damage, breakdown, accident, theft, fire or any other damage or degradation, of any forced event, and obtain a report on the state of the situation by the competent authorities if necessary (responsible accident or not and involving a third party) , or the contact details of the third party responsible for any damage to the cabin boat. In the latter case and in the absence of contact details of a third person transmitted to the owner, the tenant would be held responsible for any damage caused by a third party.
- Navigate responsibly. The owner cannot be held responsible for any inappropriate behavior of the tenant, including the use of alcohol and drugs.
- Do not carry out repairs without the owner's consent.

Article 4: Recovery of the cabin boat

The cabin boat is taken over on the date and place agreed between the tenant and the owner, once the deposit and balance have been paid, the deposit paid, the inventory and inventory made, the rental contract signed and the general rental conditions initialized.

The owner hands over the keys and documents relating to the cabin boat and makes the necessary explanations for the use of the boat, its equipment and their annexes.

The tenant accepts the boat in the state once the inventory is made. The support by the tenant is recognition of the good state of operation and cleanliness of the cabin boat, and its suitability for navigation. The inventory will make it possible to mention the particularities.

Article 5: Use of the cabin boat

The renter is solely responsible, from the provision of the cabin boat, its equipment and tenders, for any damage caused not covered by the owner's insurance. In the latter case, the tenant will compensate the owner for the amount paid for repairs.

The boat may sail only for the exclusive purpose of fishing activities in inland waters on French territory.

The owner reserves the right to immediately stop the rental in case of force majeure with the following consequences. If the elements of end of the rental are inherent to the tenant, no compensation can be claimed by the latter and the sums already paid cannot be returned. On the other hand, if during the rental the physical integrity of the tenant is endangered because of a problem of the cabin boat and unrelated to the tenant then it will proceed to the refund of the rented days not used. The tenant will not be able to claim damage and compensation for the damage suffered.

It is recommended at the initiative of the owner, to carry out regular exchanges, by mobile, to know the situation and the state of the tenant.

Article 6: Return of the cabin boat

The renter must comply to return the cabin boat on the date and time stipulated in the rental agreement, only to the owner or any other person designated by the owner. In case of delay, the tenant is exposed to a financial penalty of 50 € TTC per hour of delay noted.

It is agreed at the time of the return of the cabin boat to carry out an inventory of fixtures and the inventory of the equipment. Any deterioration found will be the responsibility of the tenant.

The tenant must return the boat in good working order and cleanliness under penalty of cleaning costs charged 50 € TTC.

The rental of the cabin boat ends once the inventory and the inventory of fixtures have been carried out.

Article 7: Insurance

The owner declares to have taken out an insurance policy covering the following guarantees:

- The flight of the cabin boat, its accessories and tenders
- Engine theft
- The cabin and motor boat fire
- Damage
- Civil liability (compensation for damage caused to the tenant in the event of fire or responsible damage)

The insurance policy does not insure damage caused by the renter to a third party or to the equipment and accessories of the cabin boat. It is therefore strongly recommended that the tenant can be insured under civil liability in a personal capacity. In case of lack of civil liability insurance of the tenant, the latter agrees to compensate, in case of damage or degradation of the cabin boat for which he would be responsible, the owner up to the amount determined by the latter.

- ➔ If the cost of repairs or replacement of the damaged equipment is less than or equal to the amount of the deposit, then the owner will recover the said amount from the deposit paid and pay the remaining balance to the tenant within 10 working days.
- ➔ If the cost of repairs or replacement of the degraded equipment is greater than the amount of the deposit, then the owner will keep the entire deposit and will approach the insurance of the tenant or tenant to obtain compensation for the remaining damage.
- ➔ In addition, in the event of a responsible claim with the presence of a third party, the tenant will be responsible for bearing any damage caused to the third person. The company "Track & Carpes", and its representative, cannot be held responsible and proceed to any compensation.

The cost of the rental covers the guarantees presented above.

The owner disclaims all liability for loss and damage caused to the tenant's property during the rental.

Article 8: The deposit

The purpose of the deposit is to guarantee partial or total damage to the cabin boat, its equipment and annexes attributable to the tenant and not covered by the owner's insurance. The deposit will be reduced as much as the amount assessed by the owner. However, it does not constitute a financial limit and the owner reserves the right to return to the tenant or the tenant's insurer to recover the remaining part of the damage.

The deposit is set at 2000 € TTC payable in cash or by transfer before the recovery of the cabin boat.

In case of loss or degradation attributable to the tenant, the deposit will be retained, and the possible balance returned within 10 working days by bank transfer.

Article 9: The inventory

The inventory consists in checking the presence and good working order of the cabin boat, its equipment and annexes and recording these findings before recovery and when returning the boat by the lessee.

The signature of the inventory by the tenant is worth recognition of the good condition and proper functioning of the cabin boat, its equipment and annexes. The absence of signature or the non-delivery of the inventory by the tenant implies acceptance of the cabin boat, equipment and annexes.

The inventory is formalized on paper given to both the tenant and the owner. It is signed by the 2 parties.

Article 10: Consumables

Fuel is the responsibility of the tenant. It will be necessary to determine the quantity of gasoline consumed during the rental and to proceed to the regularization in cash or through the deposit.

Gas and water are included in the rental rate.

Article 11: Cancellation

The tenant will notify the owner of the cancellation of the rental. This information can be transmitted by telephone and must be confirmed by email.

If the cancellation occurs less than 2 days before departure, then the deposit (excluding shipping costs) is retained by the owner (50% of the total amount) and the balance of 50% returned to the tenant.

If the cancellation occurs between 3 days and 5 days before departure, then 75% of the deposit (excluding shipping costs) is retained by the owner.

If the cancellation occurs between 6 and 10 days before departure, then 50% of the deposit (excluding shipping costs) is retained by the owner.

Beyond 10 days before departure, the sums paid are returned to the tenant.

If the owner manages to re-rent the cabin boat during the same period and duration, then all sums paid by the tenant will be returned to him.

In case of cancellation during the rental, the sums paid by the tenant will be due.

In case of cancellation by the owner before rental, all sums paid are returned to the tenant with immediate effect (excluding bank transaction period) and without the tenant being able to claim compensation for any damage.

In case of cancellation by the owner during the rental, the days consumed by the tenant will be paid and the owner will refund, without compensation, the unused days.

Article 12: Litigation

In the event of a dispute, an amicable conciliation will be sought as a first resort. Without agreement between the signatory parties, the dispute will be brought before the competent court of the owner's jurisdiction. Any procedural costs resulting from this rental would be borne by the tenant, unless otherwise decided by the competent legal body.

The tenant declares to understand and accept these general rental conditions.

Signature of the tenant preceded by the mention "read and approved"