



Tharroservices

THARROSERVICES DI GIAN MARCO SALIS
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RENTAL CONTRACT FOR BWA 5.50 INFLATABLE BOAT WITH MERCURY 40HP OUTBOARD ENGINE

Tharroservices rents out the inflatable boat Bwa 5.50 with Mercury EFI Pro 40 HP engine, identified by no. _____, and carrying a total of _____ persons, including _____ minors, on the date _____ from _____ to _____ to _____

Mr./Ms. _____ Tel: _____

Resident in _____, Province: _____, Address: _____

Postal Code: _____ Born in _____, Province: _____, on _____

Email: _____ Tax Code: _____

Document: Driving License Identity Card Passport

No.: _____ Issued on: _____ By: _____

under the following contractual conditions:

ART. 1. The lessee receives the vessel equipped with third-party liability insurance and coverage for transported persons, engine and onboard equipment that allows navigation within 3 nautical miles from the coast, in perfect condition and order, and undertakes to return them in the same condition. Any complaints about the poor state of the vessel, engine, or equipment will only be valid if made before their use.

ART. 2. The lessee has been informed about the presence on board of a GPS receiver installed for the sole purpose of navigation safety.

ART. 3. The lessee expressly declares personal responsibility for payment, upon request by Tharroservices, of the following:

- Reimbursement of all damages to the vessel, engine, or equipment during the rental period;
- In the event of damage to the vessel, engine, or equipment, compensation for the hours of lost rental use of the vessel from the time of damage until it is restored to service, applying Tharroservices' rates;
- Reimbursement for damages related to the theft of the vessel, engine, or equipment during the rental period;
- The vessel must be returned at the agreed time; in case of delay, the following penalties will apply:
 - Up to 30 minutes of delay: €50.00;
 - From 30 minutes to 3 hours of delay: 50% of the daily rate;
 - Over 3 hours of delay: the full daily rental rate.

ART. 4. The lessee declares to know that landing and departure on the beach of motorized units must only occur through designated corridors.

ART. 5. The vessel cannot be sublet, used to tow other boats, or used for water skiing activities. The lessee is prohibited from landing or staying ashore with the inflatable boat. Landing and departure on the beach must only occur using the designated exit corridors at a speed not exceeding 3 knots or by oars if necessary.

ART. 6. The lessor reserves the right, at the check-out of the rented vessel, to verify that the hull and propeller are in the same condition as they were at the beginning of the rental.

ART. 7. In case of malfunction of the vessel or adverse weather conditions posing a danger to navigation, the lessee undertakes to immediately return to the rental base or promptly inform Tharroservices.

ART. 8. The lessee acknowledges that Tharroservices cannot be held responsible for damages to people or items transported on the vessel. During navigation, the lessee is solely responsible for any damages, accidents, or incidents due to inexperience, negligence, carelessness, or adverse weather conditions. The lessee is liable for fines and penalties resulting from violations of Maritime or Civil Code provisions during the rental period, failure to pay on time will result in an additional charge of **€50.00** to the tenant.

ART. 9. The lessee will bear the cost of operations such as recovery, towing, rescue, or any assistance provided to the vessel during this contract unless it is proven that the owner is responsible. The lessee will also be bound by all actions taken by the owner to secure compensation for assistance or salvage.

ART. 10. At the time of delivery of the vessel, the lessee must pay a deposit of € _____ as a guarantee for fulfilling the obligations under this contract.

ART. 11. The lessee agrees that in case of damage to the vessel or engine, any repairs may be carried out by professionals or Tharroservices itself. In case of partial or complete damage to the propeller, the lessee agrees to replace it with a new, original propeller at the full list price.

ART. 12. The lessee undertakes to fill out and sign the “damage report” form in the event of damage to the vessel, engine, or equipment.

ART. 13. The lessee declares to have read the following motor navigation rules:

- Do not navigate by motor within 300 meters of the coast;
- Do not navigate beyond 3 nautical miles from the coast;
- Enter and exit the port at the minimum speed.

ART. 14. The lessee declares that they have been informed about the use of the vessel, the regulations of the Sinis Mal di Ventre Marine Protected Area (AMP) and the supplementary provisions for the year 2025, the navigation rules, as well as having viewed and taken possession of the map of the Marine Protected Area and being aware of the bathing safety ordinance No. 19/2025 issued by the Port Authority of Oristano.

ART. 15. The Court of Oristano will have exclusive jurisdiction over any disputes arising from or connected with this rental contract, particularly for actions necessary for the forced recovery of credit accrued by Tharroservices. For matters not covered by this contract, the provisions of the Civil Code or Navigation Code will apply.

ART. 16. Privacy: The data provided in connection with this contract will be stored and processed by Tharroservices (as the data controller) exclusively for contractual, accounting, and commercial purposes, in full compliance with EU Regulation 679/2016 and Legislative Decree No. 196/2003, as amended by Legislative Decree No. 101/2018.

THARROSERVICES

IL LOCATARIO
