

VESSEL RENTAL AGREEMENT

RICARDO BADÁLO, LDA, limited liability company, holder of NIPC 509361447 with head office at Urbanização Atalaia Mar, Lote M2.1, Bias do Sul, 8700-129 Olhão, represented here by the managing partner with powers for the act, **RICARDO JOSÉ FARROBINHA BADÁLO**, single, older, born in the parish of Moncarapacho and Fuseta, municipality of Olhão, resident in Urbanização Atalaia Mar, Lote M2.1, Bias do Sul, 8700-129 Olhão, bearer of NIF 242912435, acting as manager with powers for the act, hereinafter referred to as the First Party / Lessor,

AND

_____, single/married, of age, born in the parish of _____, municipality of _____, live at _____, fiscal number _____, hereinafter referred to as Second Party / Lessee,

Enter into this unmanned vessel rental agreement with each other
which is governed by the following clauses:

Clause 1.

(Object)

1. The First Party is the legitimate owner of the vessel called ZURB, with the identification set ZURB-101628-5PT, with capacity for 10 people, and with insurance policy No.85.26094 of Mútua dos Pescadores, being the First Grantor responsible for the same and respective coverage.
2. The First Party, by this contract, leases to the Second Party the vessel identified in 1. so that he can use it within the legal terms applicable to navigation.

Clause 2.

(Duration)

1. This contract is entered into for the period of _____, starting in Porto da Fuseta at ____:____ hours on date ____/____/____ and ending in Porto da Fuseta at ____:____ hours on date ____/____/____.
2. In case the Lessee wishes to extend its Contract beyond the initially agreed period, it must inform the Lessor at least 72 hours in advance, in order to verify its availability, and must immediately proceed to pay the extension.
3. Failure to comply with the provisions of the previous number allows the Lessor to initiate adequate judicial or criminal proceedings to obtain the immediate return of the Vessel and be reimbursed for the costs inherent to the non-timely extension agreed in the Contract, without prejudice to the Lessee remaining obliged to pay of the amounts provided for in the Contract, in addition to incurring legal and contractual penalties under its responsibility.

4. If the Lessee chooses to deliver the Vessel in advance, the Lessor will not make any kind of refund for the unused time.

Clause 3.

(Price)

1. By this contract, the Second Party undertakes to pay the First Party the price of _____ € (_____ euros).
2. The value mentioned in the previous number includes the value of VAT at the legal rate in force.
3. The Lessee undertakes to pay the Lessor, as soon as requested and with proof, the following amounts:
 - a) If the Vessel is left in a different place than expected, without the prior written consent of the Lessor, the Lessee will assume the amounts corresponding to the costs of returning the Vessel;
 - b) If the Lessee does not return the Vessel under the conditions provided for in Clause 5., the amount corresponding to the missing fuel will be charged, with an addition of €25.00 (twenty-five euros), except in the case of having adhered to the rental option with 1 (one) fuel tank included;
 - c) If the Lessee does not return the Vessel under the conditions set out in Clause 7, the amount of €25 (twenty-five euros) will be charged for cleaning and washing;
 - d) The amount corresponding to fines, fines and other pecuniary sanctions, whatever their nature, as well as all expenses, judicial or extrajudicial, namely administrative expenses for managing cases in the maximum amount of €350 (three hundred and fifty euros) for each process that the Lessor incurs as a direct or indirect result of violation of any legal or regulatory rule attributable to the Lessee or to the Vessel while in possession of the same, even if knowledge of these expenses or costs only comes after the return of the Vessel;
 - e) Interest on arrears at the maximum legal rate in the event of non-payment of any invoice on the due date, as well as costs, including court costs, lawyer or solicitor fees incurred by the Lessor to collect the sums owed by the Lessee under the terms of this Agreement;
 - f) The Lessee undertakes to pay for damages to the Vessel that result from its use during the rental period, whose type and repair value are made available to the Lessee as soon as quantified, considering damages all those verified at the time of return of the Vessel and that are not indicated in the Contract and whose verification is a joint obligation of the Lessee and the Lessor, without prejudice to the provisions of paragraph 1 of Clause 8.;
 - g) Compensation for damage caused by impact, collision, theft and/or theft of the Vessel, corresponding to the cost of the repair, as well as the cost of the respective management of the claim process;
 - h) The value of €500 (five hundred euros) when there is damage to the engine's security seal, plus the resulting amounts;
 - i) Profits lost due to stoppages that may be necessary to repair damage to the vessel resulting from the use and/or responsibility of the Lessee.

Clause 4.

(Deposit)

1. At the time of signing the rental agreement or the respective reservation, the Lessee will provide a deposit in the amount of €400 (four hundred euros) in cash, in accordance with the rates in force.
2. In the event of an accident whose fault is imputed to the Second Party, the amount will be deducted from the amount delivered as security and, in case it is not enough, it is the responsibility of the Second Party to pay the remainder up to the total amount of damages caused to the Vessel.

Clause 5.

(Fuel Policy)

1. Vessel fuel is not included in the rental price, only in rental situations with 1 (one) fuel tank included.
2. The delivery of the Vessel object of this contract by the Lessor to the Lessee is made with the full fuel tank.
3. Fuzeta fuel station is operational.
4. The Lessee undertakes to return the Vessel object of this contract with the full tank of fuel, under penalty of, failing to do so, a fee corresponding to the refueling service will be debited or deducted from the value of the deposit.
5. The Lessee undertakes to return the Vessel object of this contract with the full tank of fuel, under penalty of, failing to do so, a fee corresponding to the refueling service in the amount of €25 (twenty-five euros) will be debited or deducted from the value of the deposit, plus 65€ (sixty-five euros) if the fuel tank contains more than 50% of the total capacity, but not filled up, or plus 145€ (one hundred and forty five euros) if the fuel tank contains less than 50% of the total capacity.
6. The provisions of the previous number are not applicable if the Lessee contracts the rental with 1 (one) fuel tank included.
7. In rentals with 1 (one) fuel tank included, the Renter expressly waives any reimbursement for excess fuel or the difference between the refueling fees charged and the fuel supplied.

Clause 6.

(Use of Vessel)

1. The Lessee undertakes that the Vessel is driven only by himself or by person(s) who are identified and accepted by the Lessor in a document attached to this contract, to which all the conditions of this Contract are applied.
2. The Lessee also undertakes not to use the Vessel or not to allow it to be used:
 - a) For the transport of passengers or goods, in violation of the law or the Recreational Nautical Regulations;
 - b) For sporting competitions, official or not;

- c) By people under the influence of alcohol, narcotics or any other substance that directly or indirectly reduces their ability to react;
 - d) Outside Portuguese territory;
 - e) In a prohibited navigation zone, that is, any access area that is not open to public navigation and where the movement of vessels is subject to the control of maritime and port authorities;
 - f) By a person who does not hold a seaman's license, equivalent or higher;
 - g) Exceeding the passenger capacity legally imposed on the Vessel.
3. The Lessee undertakes to ensure that:
- a) The Vessel is properly anchored when not in use;
 - b) It uses the appropriate fuel, **GASOLINE UNLEADED 95 or GASOLINE UNLEADED 98**, and in case of introducing fuel other than that used by the Vessel, the Lessee is responsible for the expenses inherent to the complete replacement of the fuel, disassembly and washing of the tank, engine tuning and other damage caused to the Vessel, as well as its towing ashore.
4. It is expressly forbidden for the Lessee to sell, sublet, mortgage or in any way pledge the Vessel object of this Agreement, as well as the documents or its equipment and accessories, or make use of it in a way that harms the Lessor.
5. The Lessee declares that he is aware that the Vessel is equipped with a GPS tracking device that allows to determine, at any time, its location, being obliged to ensure its correct functioning and conservation and accepting that the Lessee will proceed with the corresponding debit to its value in case of disappearance or damage.
6. The use of the Vessel in violation of the provisions of this Contract, in particular the provisions of the previous numbers, gives the Lessor the power to terminate the Contract and to withdraw the Vessel from the Lessee, without prior notice, as well as to initiate legal or criminal proceedings to that may take place and demand compensation to which, under legal or contractual terms, he is entitled, with the insurance and any complementary services contracted still being without any effect.

Clause 7.

(Delivery and return of the vessel)

- 1. The Lessee expressly declares that he received the vessel on the date, place and time indicated in this contract, in good conditions of use and without any damage, undertaking to return it to the Lessor under the same conditions.
- 2. Upon delivery of the Vessel, the Lessee will check all the equipment and objects on board, deducting up to the value of the deposit and/or additionally charging all damaged or missing objects.
- 3. The Lessee undertakes to return the Vessel under the same conditions in which it was received, on the date and at the place provided for in the Contract.
- 4. The return of the Vessel is only considered carried out after physical verification of the same by the Lessor, which must inform the Lessee that the Vessel has been returned and accepted by it.

5. In case of return of the Vessel at a later date and time than provided for in clause 2 of this contract, a fee of €150 (one hundred and fifty euros) is due during the first hour of delay, and €500 (five hundred euros) for every hour of subsequent delay.

Clause 8.

(Liability insurance)

1. The Lessor undertakes to cover all risks during the term of this contract, and the Vessel is only covered by a mandatory civil liability insurance policy in the amount prescribed by law.
2. In the event of an accident, theft, robbery or loss, in whole or in part, of the Vessel, the Lessee undertakes to report this fact to the Lessor and the police authorities within a maximum period of 12 hours, as well as to fully fill in the claim and not declare itself, under any circumstances, responsible for the accident with the third party.
3. The Lessor is not responsible for any loss or damage to personal property of the Lessee and respective companions, from the moment of delivery of the Vessel.

Clause 9.

(Omissions)

In everything that is omitted in this contract, the legal rules in force for contracts of the same type are in force.

Clause 10.

(Dispute Resolution)

The parties agree that any and all disputes resulting from this contract must be resolved through conciliation and, if this does not seem possible, they now establish the Comarca de Faro as competent to hear all issues arising from this contract, with express waiver of any other.

Clause 11.

(Other Provisions)

1. The grantors declare that they are perfectly aware of the content of this contract and of the respective rights and obligations arising therefrom.
2. Any and all amendments to this contract will only be valid if resulting from a written document duly dated and signed by both parties.

This contract is made in two copies, all of which are valid as originals, which will be read and signed by the two parties, one copy being delivered to each of them.

Fuzeta, _____ de _____ de 2023

The First Party / Lessor

The Second Party / Lessee

ATTACHMENT I

1. Vessel features and fuel tank value

Name	Length (m)	Deposit capacity (l)	Amount per deposit(€)*		Brand/Model	Capacity	Motor power (hp)
			Total	Half			
ZURB	7,2	70	145	65	Speed Boat yamaha	14	90

2. Precarious

Name	Preçário (valor € por dia)*								
	April	May	June 1-14	June 15-30	July	August	Septembre	Octobre 1-15	Octobre 16-30
ZURB	275	275	275	325	325	325	325	325	275
* Add a fee of €25 for the refueling service if the vessel is not returned with a full tank and has not been rented with a fuel tank included.									
* Add the total value of the deposit if the rental is made with 1 (one) fuel tank included.									

3. Fuseta gas station opening hours:

Mondays to Fridays	Saturdays	Sundays and holidays
9h00-12h30 / 14h00-17h00	9h00-12h30	Closed

ATTACHMENT II

1. Onboard inventory

Item (vessel)	Quantity	Amount (€)
Battery	1	150
Command box	1	400
Power cut	1	20
Fuel tank	1	200
Upholstery	5	400
Light across the horizon	1	30
GPS	1	600
Propeller	1	150
Ignition	1	25
Rudder wheel	1	100
Vinyl lettering (name, license plate and logo)	-	20
Signal light (BB and EB)	2	15
Man overboard	1	25
Tachometer manometer	1	60
Fuel gauge	1	60
Temperature gauge	1	30
Folding table	1	70
Boat probe	1	400
Motor cover	1	500
Awning	1	400
Balcony	1	400

Item (palamenta)	Quantity	Amount (€)
Anchor	1	60
Flag of Portugal	1	10
Lifebuoy	2	60
Electric sewage pump	1	40
Manual sewage pump	1	25
Compass	1	10
Horn	1	10
First aid kit	1	20
Adult life jacket	10	50
Adult child life jacket	2	50
2 kg fire extinguisher	1	25
Hand torch	2	25
Compressed air bottle	10	20
Flashlight	1	10

Light for lifebuoy	1	25
Round tip razor	1	15
AA batteries	4	10
AAA batteries	4	10
Purse	1	20

Item (documentation)	Amount (€)
Authorization to browse tertiary channels	10
Authorization to use pier	10
Tonnage certificate	10
Safety manning certificate	10
Certificate of airworthiness	10
Charter contract	10
Declaration of documents to be dispatched at the Captaincy	10
Beaching license	10
Booklet or title deed	10
Fire extinguisher report	10
RNAAT	10
Vessel insurance (minutes and receipt)	10
Lighthouse and beaconing fee	10