

Rental agreement

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1.0 Rental contract information

1.1 Contact persons in company

Phone: Tor Egil Nummedal +47 930 66 834	Email: toregil@dms-as.no
Phone: Odd Laksessvela +47 92407947	Email: odd@dms-as.no

1.2 Customer contact information

Name:		
Address:		
Email:		Phone:

1.2 Rental item

Boat:	Quicksilver 605
Reg no:	LBX-602
Engine:	Mercury 115 HP 4-stroke
Equipment:	Se separate equipment list.

1.3 Delivery port

Port of delivery:		
Delivery date (from):		Time of delivery:
Return date (to):		Time of return:

If not port of delivery and time is specified DMS standard terms apply.

Port of delivery: Egersund. Delivery time 12:00 and return 12:00

1.4 Rental period

From date:	
To date:	

1.5 Payment

Unless otherwise agreed all currency is in Norwegian krone (NOK).

Rental amount:	Deposit: 10 000 kr
Transfer cost to other port:	
Total rental amount	
Price for cleaning of boat: 250 kr	The tenant will himself clean the boat after rental (if yes cleaning charge is 0) Yes_____ No_____
Total amount to be paid including deposit:	
Customer account details for return of deposit:	

Unless otherwise agreed the rental and 2 payment terms apply as described in paragraph 2

Date: _____ Place: _____

Signature customer: _____

Signature DMS: _____

2.0 Rental terms

2.1 Standard boat equipment

Unless otherwise stated by the owner, the boat will be equipped with the following:

- Relevant user manuals and instructions
- Life jackets for adults and first aid equipment
- Fire extinguisher
- For more details see annex A for actual boat.

2.2 Check in and out

The boat is ready for check out at 16:00 unless otherwise is agreed. The boat shall be checked in fully cleaned at 12:00 unless otherwise agreed. For weekend rentals (Friday - Sunday), the boat shall be checked in fully cleaned on Sunday at 20:00

2.3 Payment terms

The rental amount and the deposit shall be paid to the boat owner's account as follows:

After the rental contract is signed the agreement is binding. And the payment to be done two weeks before delivery of the boat.

Payment details:

Boat owner. Dalane Maritime Service AS

Address: Heiavegen 777, N-4387 BJerkreim, Norway Bank account: 3205.24.41683

IBAN N07732052441683 SWIFT: SPRONO 22XXX

Bank: Sparebank 1 SR bank

Dalane Maritime Service AS will make a refund of the deposit to the customer with in two working days after the boat and the equipment are checked-in without damage, cleaned and with a full fuel tank as agreed.

3.0 Required boating experience

3.1 Boating license

Boat operators born in 1980 or later, must present a valid boat license (Norwegian) or an International boat license. Boat operators shall be minimum 16 years old. It's the boat operator responsibility to ensure that their boat license is valid in Norway.

Copy of boat license/certificate (when required) and statement of boating experience, (see "Customer statement (Booking)" page 7), shall be sent to post@dms-as.no the time of booking of the boat.

3.2 General boating knowledge.

Customers must have good boating knowledge and experience and be able to maneuver the relevant boat that is hired. It is illegal to operate a boat while intoxicated or with a blood alcohol content above 0.08%

4.0 Required use of floating vest

In order to reduce the risk of serious injury or drowning in event of a fall over board, the tenant commits him-/herself to use an approved flotation vest or other flotation device (life vest, flotation jacket or similar) as long as the boat is moving. This requirement applies to all persons on board during the rental period.

6.0 Navigation

The waters along the Norwegian coast can be challenging to navigate in. The customer undertakes to make himself familiar with the waters the boat will be used in, and to actively use the map and navigational equipment on board. Unless otherwise agreed with the owner, the boat shall only be used within a range of 5 nautical miles from the coast.

The safety depth of the boat is 2 meters.

7.0 Cancellation

If cancellation is made within one month before the start of the rental period, the customer must pay compensation to the owner equal to 25% of the agreed rental amount. If cancellation is made later than one month before the agreed rental period begins, the customer must pay 50% of the rental amount.

8.0 Breach caused by the customer

If the customer is delayed by more than one day, and no notice is given to the owner, the rental agreement is no longer valid. In such cases, the customer shall pay 100% of the rental amount for the first week. For subsequent weeks, 75% of the rental amount shall be paid.

Any use of boat and equipment is the customer's responsibility. The customer is responsible for any damage or loss that may occur during the rental period, including on the boat, the boat driver, passengers and third parties (for example people in the water or another boat). The customer is also responsible for others he allows to use the boat. The customer is obliged to follow any procedure descriptions that follow each boat, which will be informed about by the owner at the latest on delivery of the boat.

If the tenant goes aground or otherwise causes damage to the boat, engine or equipment so that the boat can no longer be used as planned, the tenant shall immediately inform the owner of the boat.

The customer is obliged to inform about possible damage to the boat and engine/propeller under the water line, so that the owner can get this inspected as soon as possible after checking of the boat. The customer shall cover any costs associated with the inspection.

If the boat by check in is damaged beyond normal wear and tear, the customer by irresponsible/negligent operation of the boat must pay the damages in total. Any own share in case of insurance damage (foreseeable accidents that the insurance covers), shall be paid by the customer. All boats have hull insurance and insurance that covers hire. Travel insurance and other additional personal insurances need to be purchased by the customer.

Dalane maritime service as has full insurance (both damaging and liability Insurance) In case of damage on the boat the deposit will be used to repair these damages. If the damage is covered by the insurance the deposit will in most cases cover the overall damage cost. If for any reason the damage is not covered by the insurance the customer is responsible for the total damage cost.

9.0 Breach caused by the Dalane maritime service as

If the boat is not ready for check out at the agreed time, the rental amount shall be reduced by one day's rent for each day commenced. If the delay is more than one day in case of a rental period of up to one week, or more than two days in case of a rental period of more than one week, the customer may choose to hold or cancel the contract.

10 Miscellaneous

The boat will be delivered and returned in clean condition and with full fuel tank. The customer may, choose to pay for cleaning of the boat (prices in paragraph 1.5)

11 Disputes

Any disputes can be brought in before the Norwegian Consumer Council or Norwegian legal system.