

**THIS BOAT RENTAL AGREEMENT CONSTITUTES A CONTRACT BETWEEN RENTER  
AND IPANEMA CHARTER NAUTICO IBIZA SL NIF B16672446**

**RENTER INFORMATION:**

Full Name:			
Address, City, Zip Code		Country	
Phone		License number	
Issued on		Expiry date	
Billing address <i>(optional)</i>			
Invoice N°		Credit Card Details	
Boat name:		Rental Cost	
Rental Rate		Rental Timing:	

**1. Security/damage deposit:** A security deposit of 1.000 euro (Euro One thousand) is required to rent the boat and is due at the time of boat check out. Unless prior arrangements are made to pay via different means Ipanema Charter charge RENTER'S credit card on file for the full amount of such security deposit, along with any other costs incurred by RENTER in accordance with the terms hereof. Any unused portion of the security deposit will be released after the completion of the rental period, provided no damage to the boat is found, and no additional charges have accrued as outlined under this agreement. Ipanema Charter reserves the right to inspect rental boat up to 24 hours after the end of the rental period if necessary to have mechanics or repairmen view and fix any damage that was incurred while RENTER had boat in his/her possession. If damage is caused or permitted by RENTER during the rental period, RENTER authorizes Ipanema Charter to charge the credit card on file for the full amount of any such damages, including repair or change costs (exhibit A) and to then notify RENTER of the same. RENTER understands that all damages will be repaired by Ipanema Charter's authorized mechanics and/or repairmen; and no repairs will be allowed by RENTER or others. I understand that I as RENTER am responsible for all damages, even if they are above the amount of my initial security deposit or authorization.

**2. Cancellation/no show policy/delays:** renter understands that when the boat is reserved, it is no longer available for other customers and therefore Ipanema Charter cannot commit the

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boat to another customer during the reserved dates/times. Consequently, in the event RENTER cancels, changes date, shortens the rental period, or in any other way seeks to change the rental period, the entire rental total shall still be due and payable. In case of RENTER delays or time changing in picking or in delivery time during Check in or Check Out, fees may apply as per Exhibit D.

- 3. Payment:** Payments will be accepted via cash, credit card, bank transfer, bizum.
- 4. Boat out of commission due to damage:** RENTER acknowledges and understands that in the event of extensive damage to the boat or propeller during the RENTER's rental period, which damage requires the boat to be out of commission, RENTER shall be liable to pay IPANEMA for all days the boat is out of commission (up to a maximum of 5 days) including any time outside of the original rental period during which time the boat is unavailable to rent to other customers.
- 5. Fuel:** RENTER acknowledges that the fuel is not included in the price of the rental, but RENTER has the possibility to make arrangements with Ipanema Charter to refuel. Fuel policy: Full/Full. If RENTER elects to refuel the boat, the boat should be delivered full and with the ticket of the gas station, reporting time and quantity of liters. If RENTER elects not to refuel, Ipanema Charter will charge the fuel consumption (price as shown in Marina San Antonio) + a fee of 30 Euro.
- 6. inspection of boat:** Ipanema Charter certifies that the boat is in perfect mechanical and physical condition and with all the equipment for sail according to the Spanish Law.  
Any damage checked during the check in on the first day of rental should be notified with picture and description via WhatsApp +34 634 42 6157 maximum 15 minutes after the check in time.
- 7. RENTER acknowledges and understands that boat and boat are to be left in clean,** undamaged condition, and in the same condition as at the commencement of the rental period. If the rental boat is not left in suitable condition, RENTER acknowledges and understands that Ipanema Charter may charge RENTER for any repairs, replacement, or special cleaning (Exhibit A and B). Additionally, no shoes are allowed in the boat at any time.
- 8. Boat operation:** RENTER acknowledges and agrees that the boat will be operated by eventually RENTER(S) named in this agreement. RENTER warrants that RENTER is a qualified operator with the proper license to sail. RENTER will not allow any person who is not qualified to operate the boat. RENTER (i.e. the person who provides the credit card) undertakes all financial responsibility regardless of who is operating the boat. RENTER will not operate the boat, or permit anyone to operate the boat, while under the influence of alcohol or drugs. RENTER will be responsible for the operation of the boat which is allowed maximum 3Miles coastal sailing Ibiza and Formentera. At NO TIME should the total weight in the boat exceed

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the maximum listed weight as marked on the plate or the maximum listed people. RENTER will be responsible for any fine dealing with exceed of weight or persons, and any fine released by Spanish Authority due to incorrect sailing.

**9. Towing:** (Donut, Water Ski, Wake Board): strictly not allowed

**10. Liability agreement:** I, the RENTER, hereby release and hold harmless from any legal liability, IPANEMA Charter and its owners and agents from any and all liability for damage and injury or death to myself and or any person or property resulting from the selection, maintenance or use of the boat; and for any claims based upon negligence, breach of warranty, contract, claim, or other legal theory, accepting myself, RENTER, and I hereby accept full responsibility for any and all such damages or injury which may result. It is understood and agreed that the rental fee is a presently earned fee for the use of the boat and that the security deposit is a deposit against costs of repairs or cleaning that may be required because of physical damage to the boat during the rental period or against liability that RENTER may incur to Ipanema Charter pursuant to this agreement. Further, I, the RENTER, am responsible for all damages and/or losses to the boat or any of its contents during that period.

#### **EXHIBIT A: REPLACEMENT COSTS**

- ▼ Anchor: 300 Euro
- ▼ Anchor and Chain: 750 Euro
- ▼ Lifejackets: 50 Euro
- ▼ Life Buoy: 50 Euro
- ▼ Cushion(s) (loss or damage due to cigarettes or cuts): 900 euro
- ▼ Keys: 70 Euro
- ▼ Flares: 500 Euro
- ▼ Fridge: 100 Euro
- ▼ Snorkeling equipment: 20 Euro / Each
- ▼ Dock Lines: 70 Euro

#### **EXHIBIT B: DAMAGE COSTS**

- ▼ Propeller Steel: 300 Euro
- ▼ Propeller Inox Steel: 750 Euro
- ▼ Engine Foot: 1.000 Euro
- ▼ Fiber Glass scratch less then 20cm: 300 Euro
- ▼ Fiber Glass scratch more than 20 cm: 500 Euro
- ▼ Windshield scratch: 300 Euro
- ▼ Gelcoat Damage(s): 700 euro

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- ▼ Fiber Glass Deck and or cabin damages: 800 Euro
- ▼ Bimini Top: 1.000 Euro
- ▼ Lights: 150 euro
- ▼ Scratches in the Hull: 1.000 Euro
- ▼ Hole(s) in the Hull: 5.000 Euro
- ▼ Loss of the Boat: 10.000 euro

**EXHIBIT C: TOWING (ONLY IN CASE OF RENTER DAMAGES TO THE ENGINE OR RENTER NEED)**

- ▼ Cala Salada – Punta Galera área: 150 Euro
- ▼ Cala Bassa, Cala Conta, Cala Tarida area: 200 Euro
- ▼ Cala Vedella – Cala Hort – Es Vedrá area: 300 Euro
- ▼ Formentera: 400 Euro

**EXHIBIT D: DELAYS IN DELIVERY (CHECK OUT) / PICKING (CHECK IN) THE BOAT**

- ▼ Check Out: Hourly Delay: 100 Euro x hour (up to 2 hours)
- ▼ Check Out: Hourly Delay: 250 Euro x hour (more than 2 hours)
- ▼ Check In: 50 Euro x hour (up to 2 hours)
- ▼ In case of delay in Check in of more than 2 hours: NO Show Policy will apply
- ▼ Early Check Out: No cost with prior advice (unless 30 Euro)

*\* waiting time max allowed 15 minutes*

*\*Hour delay starting from 15 minutes delay*

*\*Please note that Gas Station (Re-Fuel) waiting time can be more than 30 minutes in Rush hour.*

*\*Please note that anticipating Check Out has no cost only*

*in case of 2 hours prior advice*

*\*Please note that anticipating Check Out in case of bad weather conditions has no cost*

*\*Please note that late Check In in case of bad weather conditions has no cost*

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