



# BOAT RENTAL AGREEMENT

[www.bluesharmony.gr](http://www.bluesharmony.gr)



# BLUE'S HARMONY

LUXURY BOAT FOR HIRING IN CORFU

[www.bluesharmony.gr](http://www.bluesharmony.gr)

EST. 2023



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**THE PARTIES TO THIS AGREEMENT ARE :**

**THE OWNER**

FULL NAME: ANILA KONDA OWNER OF BLUE'S HARMONY COMPANY

IDENTITY/SOCIAL SECURITY NUMBER: BR4189358

ADDRESS: ANALIPSEOS 3A, KERKYRA, CORFU, 49100

**THE RENTER**

FULL NAME.....

IDENTITY/SOCIAL SECURITY NUMBER.....

ADDRESS.....

NATIONALITY.....

CONTACT.....

The parties choose the above stated addresses as their physical addresses at which legal proceedings shall be instituted.

**1. EQUIPMENT TO BE RENTER**

TYPE OF BOAT..... NAME AND COLOR..... MODEL.....

YEAR .....REGISTRATION NUMBER.....MAKE AND TYPE OF MOTOR.....

RATED PASSENGER/WEIGHT CARRYING CAPACITY..... DESCRIPTION OF LIFESAVING AND SAFETY EQUIPMENT : ANNEX A

**2. CONDITION OF BOAT :** The owner of the boat states that to the best of his knowledge and belief that the above-described boat is in good condition and order and free of any known defects or faults which would affect its safe and reliable operation under normal use. The owner also accepts that all required lifesaving and safety equipment are aboard the boat and is in sound and safe condition at the time of delivery to the renter for this agreement herein. The renter acknowledges that having inspected the boat and lifesaving and safety equipment on board the boat to his/her satisfaction and agrees that they are in compliance with the regulations pertaining to his intended area of use of the boat.

**3. RENTAL PERIOD :** The owner agrees to rent the boat to the renter for the following period:

Starting Date/Time.....Ending Date/Time .....COST.....

**4. RENTAL REQUIREMENTS:**

Skipper on board.....COST.....

**5. RENTAL RATE:** The renter hereby agrees to pay the owner the amount of.....€ **(including 24%VAT, skipper's cost and all taxes – no including the cost of consumed fuel for the rental period)** for the rental period. The renter can pay either cash or using credit card. The boat shall be delivered with full main tank fuel and reserve tank fuel indeed. All fuel used shall be paid by the renter after returning.

**6. SECURITY DEPOSIT :** A security deposit of ..... € is required to be paid to rent the boat and is due on . The owner reserves the right to inspect rental equipment after the rental period if necessary to have mechanics or repairmen view and fix any damage that was incurrent while the renter had equipment in his/her possession. If damages are caused or permitted by the renter during the rental period, the renter authorizes the owner to reimburse the full amount of any such damages, including repair costs and to then notify the renter of the same. In the absence of damages or loss, said deposit shall be towards payment of the rental rate and any excess shall be returned to the renter. **Security deposit is not necessary if a blue's harmony skipper is on board during the rental period.**

**6. CANCELLATION :** If the renter cancels, change dates, shortens the rental period or in any other way seeks to change the rental period, the entire total shall still be due and payable.

**7. EXCLUSIONS:** The boat shall not be used to carry passengers or property for hire, The boat shall not be used to carry passengers, good or materials more than the rated passengers/weight carrying capacity of the boat as stipulated above. The boat shall not be used to push, propel, or tow another boat, barge, or any other thing without the prior written permission of the owner. The boat shall not be used for any race or in any competition. The boat shall not be used for any illegal purpose. The boat shall not be operated by any other person other than the renter stipulated above without the prior written permission of owner. The renter shall not remove the motor from the boat for any use whatever.

**8. DAMAGES AND INSURANCE:** The renter acknowledges and understands that equipment is to be left clean, undamaged condition , and in the same condition as at the commencement of the rental period. If the rental equipment is not left in suitable condition, renter acknowledges and understands that the owner may charge renter for any repairs, replacement, or special cleaning of any damaged, lost, or personal property. The renter acknowledges, understands, and agrees that by signing this agreement, he/she is authorizing the owner to reimburse for any damages sustained to the equipment. The rental hereby agrees that he/she shall be held fully responsibility for all loss or damages to the boat or equipment or motor during the term of this agreement whether caused by collision, fire, flood, vandalism, theft, or any other cause, except that which shall be determined to be caused by a fault or defect of the boat or equipment or motor.



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**9. REPAIR /SERVICE CALLS:** The renter acknowledges and understands that the owner cannot guarantee against mechanical failures of the rental equipment. The renter shall immediately notify the owner of defective or non- working equipment. The owner shall make commercially reasonable efforts to repair or replace defective units as quickly and efficiently as possible., although this is not always possible during the rental period. Repairs due to normal wear and tear on the equipment will be made by the owner. Should a repair person make a call to repair or replace a unit that is found to be in working order, and the problem was due to the renter’s oversight, misunderstandings, damage, neglect or misuse the renter agrees that the repair cost shall be billed to the renter’s security deposit or credit card on file. The renter must be given approval by the owner to allow any mechanical adjustments to be made to the watercraft.

**10. RETURN AND EQUIPMENT:** The renter hereby agrees to return the above – described boat, equipment ,motor to the owner at the pickup point listed above no later than .....late arrival without prior notification of the owner incurs an additional charge to the renter.

**11. RELEASE OF LIABILITY/ASSUMPTION OF RISK:** The renter understands and acknowledges that water sports are HAZARDOUS ACTIVITES. The renter understands that engaging in these sports and use of the equipment involve a risk of injury to all parts of the user’s body and POSSIBLE DEATH. The renter, on his/her behalf and on behalf of all others who are involved with the boat and/or any other water activities during the rental period, agree to assume and accept all risks in the use of the equipment rented freely and expressly. In the event someone is injured during use of the boat or if someone other than the renter is operating the equipment during the rental period and is injured, the renter agrees to pay all deductibles and all cost for physical and property damage to any parties involved which are in fault of the renter and until the equipment is returned to the control of the owner. The renter further undertakes the sole responsibility to ensure that each person who engages in any water activities during rental period executes a WAVER AND RELEASE prior to engaging in any such water activities.

**12. LIABILITY AGREEMENT:** The renter hereby releases and holds harmless the owner from any legal liability from all liabilities for damage and injury or death resulting from the selection, maintenance, or use of the equipment, and for any claims based upon negligence, breach of warranty ,contract, claim or other legal theory. The renter accepts full responsibility for 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 equipment and that the security deposit is a deposit against costs of repairs of cleaning that may be required because of physical damage to the equipment during the rental period or against liability that renter may incur to owner pursuant to this agreement. The renter acknowledges responsibility for all damages and/or losses to the equipment or any of its contents during that period. The renter indemnifies and holds the owner harmless from any loss, damages, expense, or claim, including attorney’s fee, and costs arising out of renter’s acts or those with the renter during the use of the equipment during the rental period.

**13. AUTHORIZE/REVOKE USE OF EQUIPMENT:** The owner reserve the right to :(a) authorize the use of the equipment and (b) revoke the use of the equipment. Decisions on the part of owner regarding the use of the equipment by the renter are made for safety reasons, including, but not limited to, the following :(a) unsafe operation of the equipment (b) lack of sobriety of renter or any other person using the rental equipment, and/or(c) unsafe weather conditions.

**14. JURISDICTION :**This agreement hereby is constructed and interpreted in accordance with the laws of GREECE. The parties hereto agree that they have read this document in its entirety, understand, and agree to all terms and conditions on

DATE

\_ / \_ / 2023

Signature of the OWNER

Signature of the Renter



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