

Motorboat Rental Agreement

Made on in Warsaw by and between:

KPT. ORCZYKOWSKI spółka komandytowa [limited partnership] with its registered office in Warsaw, ul. Długa 44/50 m. 707, entered into the register of entrepreneurs of the National Court Register kept by the District Court of the Capital City of Warsaw under KRS No. 0000775937, NIP [Tax ID No.] 5252783234, REGON [Business ID No.] 382786680, represented by

.....
hereinafter referred to as the **Lessor**
and

.....
(Lessee's particulars)

.....
hereinafter referred to as the **Lessee**,
hereinafter referred to jointly as the "**Parties**" and individually as a "**Party**".

§ 1.

1. The object of this Contract is motorboat Kontra 350 rental.
2. Motorboats are rented pursuant to the terms and conditions accepted by the Lessee and defined in the Terms & Conditions of Motorboat Rental constituting Appendix 1 to this Agreement / accepted by the Lessee during the booking process of the rental object via the Lessor's website.
3. Motorboat rental agreement may be concluded for full hours, agreed time and date, including an entire day or night – or full periods of 24 hours.

§ 2.

1. Motorboat rental means letting for use the rental object for the term of the agreement. A motorboat may be used within the territory of the Republic of Poland by the Lessee or other persons authorized to use the rental object in writing by the Lessor pursuant to the Terms & Conditions of Motorboat Rental.
The following persons are authorized to use the rental object:
2. Delivery of the rental object and its handover after the rental period is confirmed by signing a handover protocol by both Parties.
3. The Rental object will be delivered to the Lessee on at
4. The Rental object will be handed over to the Lessor on at

§ 3.

Rental fees (rental rates) for motorboat rental / additional options chosen by the Lessee are charged as defined in the Terms & Conditions of Motorboat Rental for the entire rental period according to the price list defined by the Lessor and made available to the Lessee via the Lessor's website. The Lessee hereby accepts the Lessor's price list.

§ 4.

As stipulated in the Terms & Conditions of Motorboat Rental, the Lessor reserves the right to apply penalty fees for failing to hand over the rental object on time as agreed. The Lessee is obliged to pay the said penalty fees to the Lessor. The amount of penalty fees is defined in the Terms & Conditions of Motorboat Rental.

§ 5.

1. The Lessor hands over to the Lessee the rental object and declares that the rental object is fully operational and fit for the intended use pursuant to the binding health and safety regulations.
2. The Lessee confirms that the rental object is in an operable condition.

§ 6.

The Lessor shall not be liable for any and all concealed defects of parts, materials and accessories.

§ 7.

1. The Lessee is obliged to use the rental object for the intended purpose and in line with the requirements defined in the Terms & Conditions of Motorboat Rental.
2. The Lessee hereby confirms having read and understood the Terms & Conditions of Motorboat Rental and the Lessee does not file any objections thereto. The Lessee confirms that they will observe the rules contained therein.

§ 8.

The Lessee is entirely liable for any damage arising from inappropriate use of the rental object. The Lessee is obliged to cover any and all costs related to repair service of the rental object pursuant to the provisions of the Terms & Conditions of Motorboat Rental.

§ 9.

The Rental company reserves the right to seek from the Lessee damages which is higher than the penalty fees stipulated in the Terms & Conditions of Motorboat Rental if the damage arises from willful misconduct of the Lessee.

§ 10.

1. The Lessee may withdraw from the rental agreement at the latest one day before the rental term commences.
2. In the case of a rental term with an indicated time and date, the Lessee may withdraw from the rental agreement immediately.

§ 11.

To all matters not settled herein or in the Terms & Conditions of Motorboat Rental provisions of the Polish Civil Code shall apply.

§ 12.

1. Appendix 1 constitutes an integral part of this Agreement if it follows from para. 1 section 2 of this Agreement.
2. This Agreement has been drawn up in two identical copies, one for each Party.

Lessor :

Lessee: