

ADRIA FUN d.o.o.

Šetalište Vladimira Nazora 71, 51260 Crikvenica

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VAT: HR64143050407, SWIFT: ZABAHR2X, IBAN: HR5223600001102991963





UGOVOR O NAJMU PLOVILA - BOAT RENTAL CONTRACT

Tip plovila / Boat type: RIB Barracuda 590 – 274944CK

Datum/Date: _____

Start time/date: _____ End time/date: _____

Voditelj brodice/Boat skipper:

Ime / Name	
Prezime/Surname	
	
License Category	License Br./No
<input type="checkbox"/> Depozit _____ HRK	<input type="checkbox"/> Puno osiguranje/full insurance _____ HRK

Cijena najma /Total price:	_____ HRK
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UGOVOR O NAJMU PLOVILA/ UVJETI NAJMA

- Najam uključuje uporabu plovila, osiguranje plovila i propisanu opremu. U najam nisu uključeni troškovi goriva i naknade za luke koje Najmoprimatelj plaća sam.
- Najmoprimatelj izjavljuje da posjeduje potrebna pomorska i navigacijska znanja za upravljanje unajmljenim plovilom te svim potrebnim dozvolama i dokumentacijom radi upravljanjem vozilom koje je predmet najma.
- Najmoprimatelj prima plovilo u najam u ispravnom stanju, u potpunosti opremljeno za plovidbu. Eventualne zamjerke i/ili nedostatke najmoprimatelj treba navesti odmah u zapisnik prilikom primopredaje.
- Najmoprimatelj je dužan plovilo vratiti u ugovoreno vrijeme, najkasnije do 19:00 sati, sa opremom i punim spremnikom goriva. U slučaju kašnjenja dužan je platiti naknadu štete najmodavatelju prema cjeniku Najmodavatelja i gorivo u slučaju da spremnik nije pun.
- Najmoprimatelj se obavezuje; ne davati plovilo u podnajam, ne prevoziti nedozvoljen broj osoba, ne tegliti druga plovila (osim u slučaju veće opasnosti sukladno pomorskim pravilima), na plovilu se kretati u odgovarajućoj obući ili bos. Ne davati polovilo na upravljanje osobama koje za to nisu osposobljene i nemaju potreba odobrenja i dokumentaciju. U slučaju kršenja ovih odredbi Najmoprimatelj odgovara za naknadu štete Najmodavatelju. U slučaju nezgode ili pomorske nesreće, najmoprimatelj odgovara za sve osobe koje su se nalazile na brodu, brod i opremu broda kao i za eventualnu štetu nastalu trećim osobama. Ako najmoprimatelj povjeri plovilo na upravljanje drugoj osobi solidarno sa tom osobom za svu eventualnu nastalu štetu.
- Najmoprimatelj je dužan plovilo koristiti na području do 3 Nm (tri nautičke milje) od obale i otoka.
- Najmoprimatelj ne smije plovilom napuštati hrvatske teritorijalne vode. Najmoprimatelj potvrđuje da je upoznat sa područjem hrvatskih teritorijalnih voda.
- Prilikom primopredaje plovila eventualna šteta će se naplatiti iz iznosa depozita prema cjeniku Najmodavatelja. U slučaju da najmoprimatelj ne počini štetu, po isteku najma depozit se vraća. U slučaju da depozit ne pokriva cijelu nastalu štetu, najmodavatelj ima pravo od najmoprimatelja potraživati razliku nastale štete. Najmoprimatelj potvrđuje da je upoznat da cjenikom Najmodavatelja.
- U slučaju da Najmodavatelj ne može isporučiti rezerviranu (ili zamjensku) brodicu u ugovorenom terminu u roku od 24 sata vratit će novac od rezervacije te se Najmoprimatelj izričito odriče bilo kakvih drugih potraživanja prema Najmodavatelju.
- Najmoprimatelj daje Najmodavatelju privolu radi obrade osobnih podataka radi potreba izvršenja usluge iz ovog Ugovora. Najmodavatelj će navedene podatke koristiti u skladu sa Uredbom EU broj 2016/679 o zaštiti pojedinaca u vezi s obradom osobnih podataka i o slobodnom kretanju takvih podataka (Opće uredbe o zaštiti osobnih podataka) te će navedene podatke koristiti isključivo radi izvršenja usluga iz Ugovora.
- Za sva pitanja koja nisu regulirana ovim Ugovorom, primjenjuje se Pomorski zakonik Republike Hrvatske, Zakon o obveznim odnosima Republike Hrvatske te ostali pozitivni pravni propisi Republike Hrvatske. U slučaju bilo kakvog spora nadležan je Općinski sud u Crikvenici i primjena hrvatskog prava kao mjerodavna.
- U slučaju jednostranog odustanka od Ugovora Najmoprimatelj je dužan platiti odgovarajući dio najamnine i to: do 30 dana prije početka najma 70 %; manje od 15 dana 100 % najamnine.

BOAT RENTAL CONTRACT TERMS / CONDITIONS

- The rental includes the use of the vessel, the insurance of the vessel and the prescribed equipment. The rent does not include fuel costs and fees for ports that the Renter pays himself.
- The Renter declares that he has the necessary maritime and navigational knowledge to operate the chartered vessel and all the necessary permits and documentation for the operation of the leased vehicle.
- The Renter accepts the boat for rent in good condition, fully equipped for sailing. Any objections and / or deficiencies of the Renter should be recorded immediately in the minutes upon handover.
- The Renter is obliged to return the vessel at the agreed time, no later than 19:00, with equipment and a full tank of fuel. In case of delay, he is obliged to pay compensation to the Lessor according to the Lessor's price list and fuel in case the tank is not full.
- The Renter undertakes; not to sublet the vessel, not to transport an illegal number of persons, not to tow other vessels (except in case of greater danger in accordance with maritime rules), to move on the vessel in appropriate footwear or barefoot, not to the vessel to the management of persons who are not qualified for that and who do not have the necessary approvals and documentation. In case of violation of these provisions, the Renter is liable for damages to the Lessor. In the event of an accident or maritime accident, the Renter is liable for all persons on board, the ship and the ship's equipment, as well as for any damage caused to third parties. If the Renter entrusts the vessel to another person, he is jointly and severally liable with that person for any damage that may occur.
- The Renter is obliged to use the vessel in the area up to 3 Nm (three nautical miles) from the coast and islands.
- The Renter may not leave the Croatian territorial waters by vessel. The Renter confirms that he is familiar with the area of the Croatian territorial waters.
- Upon handover of the vessel, any damage will be charged from the amount of the deposit according to the price list of the Lessor. In the event that the Renter does not cause damage, the deposit is refunded upon expiration of the rental. In the event that the deposit does not cover the entire damage, the Lessor has the right to claim from the Renter the difference in the damage. The Renter confirms that he is aware of the Lessor's price list.
- In the event that the Lessor is unable to deliver the booked (or replacement) boat within the agreed time within 24 hours, the money from the reservation will be refunded and the Renter expressly waives any other claims against the Lessor.
- The Renter gives the Lessor consent to the processing of personal data for the purpose of performing the service under this Agreement. The Lessor will use this data in accordance with EU Regulation No. 2016/679 on the protection of individuals with regard to the processing of personal data and on the free movement of such data (General Regulation on Personal Data Protection) and will use this data exclusively to perform services under the Agreement.
- For all matters not regulated by this Agreement, the Maritime Code of the Republic of Croatia, the Obligations Act of the Republic of Croatia and other positive legal regulations of the Republic of Croatia shall apply. In case of any dispute, the Municipal Court in Crikvenica has jurisdiction and the application of Croatian law as authoritative.
- In case of unilateral withdrawal from the Agreement, the Renter is obliged to pay the appropriate part of the rent, as follows: up to 30 days before the start of the lease 70%; less than 15 days 100% rent.
- In the event that the Renter does not comply with the above obligations, the Lessor has the right to terminate the contract and retain the received rent.

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13. U slučaju da se Najmoprimatelj ne pridržava gore navedenih obaveza, Najmodavatelj ima pravo raskinuti ugovor i zadržati primljenu najamninu.
14. Najmoprimatelj potvrđuje da je pročitao sve odredbe ovog Ugovora, da je suglasan s njime te da ga vlastoručno potpisuje.
15. Ovaj Ugovor je napravljen na hrvatskom jeziku i engleskom jeziku. U slučaju različitog tumačenja neke odredbe na hrvatskom jeziku i iste takve odredbe na engleskom jeziku, prednost ima odredba na hrvatskom jeziku.

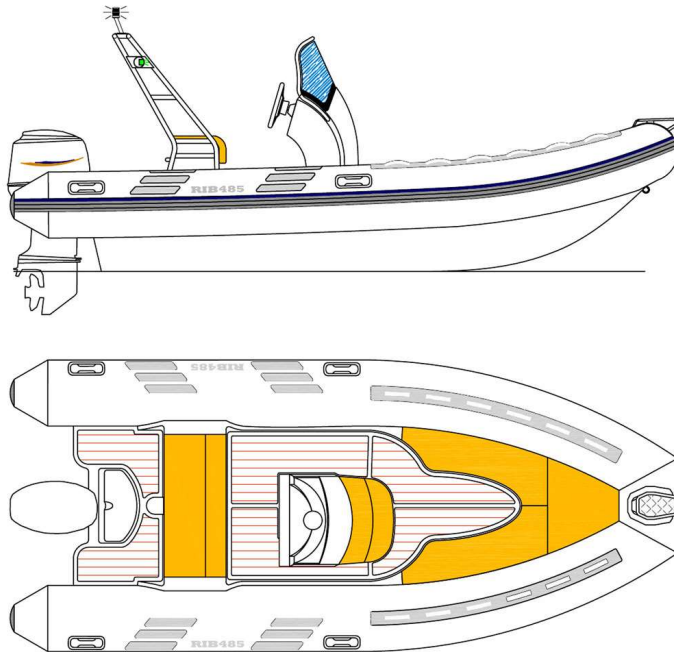
14. The Renter confirms that he has read all the provisions of this Agreement, that he agrees with it and that he signs it in his own handwriting.
15. This Agreement is made in the Croatian language and in the English language. In the event of a different interpretation of a provision in the Croatian language and the same provision in the English language, the provision in the Croatian language shall prevail.

CHECK IN/OUT

	CHECK IN	CHECK OUT	Cjenik/Price list
Sigurnosna oprema/ Safety equipment	✓	☐	2.500,00 HRK
Ploter/GPS Simrad GO 7	✓	☐	10.000,00 HRK
Radio Fusion	✓	☐	5.000,00 HRK
Tenda/Bimini top	✓	☐	5.000,00 HRK
Ključ motora/engine keys	✓	☐	5.000,00 HRK
Propeler/ Propeller	✓	☐	2.500,00 HRK
Sidro/Anchor	✓	☐	5.000,00 HRK
Kasni povratak /Late Check out			400,00 HRK
Usluga točenja goriva/ refueling			150,00 HRK + gorivo/fuel

Popis oštećenja / damage report:

bez oštećenja/no damage



Opis oštećenja/ damage report:

Potpis najmoprimca/Renter, signature:

Potpis najmodavca / Lessor, signature: