

HIRE CONTRACT FOR PLEASURE CRAFT BY HISWA



The undersigned:

- 1. a. name of the lessor:
address:
postcode/ city:
telephone :
- b. name of the lessee:
address:
postcode/city:
telephone :
passport no. / driving licence no.:
issued in:

state that they will hire out and/or hire in accordance with the terms and conditions referred to on this page and overleaf:

- 2. a. a yacht, type: max. no. of people:
with the following rigging:
including/excluding an auxiliary engine type: no. of cylinders/kW: sail area:
- b. a cabin cruiser, type: max. no of people:
with the following engine: no. of cylinders/kW:
- c. with an inventory as described on the list of contents belonging to the vessel:
- d. including/excluding a dinghy, including/excluding outboard motor
- d. registration no.:

3. The hire period commences on:.....at.....a.m./p.m.
and will end on:.....at.....a.m./p.m.

4. The rental for this period amounts to €.... The security deposit amounts to €

The initial deposit amounts to € The excess for each claim is €

(to be paid upon signing)

The balance amounting to €

5. The following is further agreed:

6. The vessel may be used on the following Dutch inland waterways (falling under zone I/zone 2)*
or (zone 3/zone 4)*

7. Upon the transfer of the vessel, the lessee owes the lessor the above security deposit, which amount will be refunded by the lessor when the vessel is returned, after deduction of all amounts still owed by the lessee to the lessor.

- 10. payment interest at a rate of 1 % per month on the (remaining) amounts due. This interest will be calculated from the due date, and part of a month will be counted as a whole month. If the hire contract is not signed and returned within five working days, the lessee is not entitled to claim the reservation of the vessel described in the contract.
- 11. The lessee is obliged to check that the inventory on the list of contents to be handed to the lessee by the lessor and the safety equipment belonging to the vessel for the sailing area concerned are present. In the event that the inventory on board does not correspond to the inventory on the list of contents or in the event that the safety equipment is incomplete or defective the lessee must inform the lessor of this prior to sailing. The parties must sign the condition report to indicate approval prior to sailing.
- 12. This contract is subject solely to the general terms and conditions of the Hiswa in respect of the hire of pleasure craft as stated overleaf.

8. 1. The lessor has insured the vessel on behalf of the lessee against third party liability, damage to the hull and theft for sailing on at least Dutch inland waterways or the sailing area agreed between the parties. The lessee is liable for the excess on this insurance policy.

2. The lessee will be fully liable for any damage and/or consequential damage caused by him/her and not insured under the terms of the insurance referred to in clause 1 of this article in the event that the vessel is used on waters that have been excluded in article 6.

9. By signing and after submission or delivery of this contract, the lessee will be obliged to immediately pay the deposit of a maximum of 50% of the total rental agreed upon. The balance must be paid as indicated in article 4. In the event that the total price is not paid in time, the lessor will be entitled to charge the lessee late

*) delete whichever is not applicable.

Drawn up in duplicate:

Date: Lessor

Date:

Lessee

This original is for the lessee.