



DIVING EQUIPMENT RENTAL AGREEMENT

This agreement is entered into between: PARADIS PLONGEE CLUB NAUTIQUE DU MARIN -
97280 LE MARIN

Equipment owner, hereinafter "owner".

And, represented by
Equipment rentor, hereinafter "rentor".

The following has been agreed and decided :

PARADIS PLONGEE agreed to rent following items to the rentor :

DESIGNATION

The equipment description and its quantity, as well as the consumable materials and gases, are set out in the « Equipment rental form » annexed to this agreement.

RENTAL DURATION

The rental is granted for a period of days, from to end on

RENTAL PRICES

The amount of the indemnity and consumables (1) is calculated on the « Equipment rental form » attached to this rental agreement.

Total to be paid at the pick up (1) € (.....Euros)

The rentor agrees to pay the total amount of compensation, as soon as the equipment is collected. If the rental period extends beyond the scheduled dates, or if the period of use is surplus, the rentor undertakes to pay the additional compensation on the day of return of the equipment.

DEPOSIT

The rentor will have to pay a deposit to the owner on the equipment pick up day as a security deposit to answer for the damage that could be caused to the rented equipments. The amount of this deposit (2) is calculated on the « Equipment rental form » attached to this agreement.

Total to be paid is (2) € (.....Euros)



The refund of the deposit will be made upon return of the equipment in good condition and within 15 days, deduction made of the possible cost of any deterioration.

TERMS OF USE

Modifying the equipment is strictly forbidden. Equipments are tested before rental, which implies that the rentor does accept its working condition. The rentor certifies all security warnings, risks and precautions to be taken concerning the use of the equipment rented through this agreement.

The agreement is a release of the rentor's rights to sue for injuries or death resulting from the rental and/or use of this equipment. Rentor expressly assumes all risks of skin and/or scuba diving related in any way to the rental and/or use of this equipment.

Whatever the mode of transport and / or assembly, the rentor is responsible for the equipment as soon as they leave the owner. The rentor is expected to know the operation and handling of the equipment, so he will be held responsible for any misuse.

Under no circumstances can the owner be held responsible for any bodily injury or material damage resulting from the rentor use of his equipment. The rented equipment can not be rented, sold, given or pledged.

The rentor accepts to respect the applicable legislation in the locality where he practices. In case of confiscation, fine, or other due to non-compliance with this legislation, the rentor will be held responsible.

INSURANCE

The rented equipments are placed under the full responsibility of the rentor as soon as they leave the premises of the owner. He will have to take all the useful insurances and be able to justify their existence. The rentor is advised to insure all risks of rented equipment (vandalism, natural disasters, damage to property and equipment, etc.).

RESTITUTION

Returned materials will be tested by the owner. Any defect, irregularity, or excessive wear in relation to the specified use, noted during this inspection are the responsibility of the rentor. Damaged equipments will be repaired by a specialized company with invoice adressed to the rentor. If damaged equipments can not be repaired, or are not returned within 1 month, they will be considered missing at the return.

Materials missing on return will be billed through the global deposit payed by the rentor.



RESPONSIBILITY

The responsibility of PARADIS PLONGEE can not be engaged about the not functioning or bad functioning of the borrowed equipments related to the addition of non-compatible equipments or to a bad installation and / or manipulation.

The rentor assumes full responsibility for the equipment as soon as it is taken over and until it is returned. Responsibility must be taken other all risks including civil responsibility, for any damage caused by the equipment or because of any use while equipment is in his custody.

EQUIPMENT CONDITION

An equipment inventory, including accessories and consumables will be established with the rentor at the equipment collection and will be checked at the end of the rental. Gases (consumables) remaining in the blocks will be considered consumed and can not be subject to a discount.

Done in two copies in:....., the:.....

The owner

The rentor



EQUIPMENT RENTAL FORM

TABLE 1

DESIGNATION	DAYS	RENTAL RATES (1)	NUMBER OF EQUIPMENTS	TOTAL (1)
Diving tank 12L				
Diving tank 15L				
BCD				
Regulator with octopus				
2 out of 3: tank, BCD regulator				
Full pack: tank, BCD and regulator				
Belt and weights				
Fins, mask, snorkel or wetsuit				

TABLE 2

QUOTE REQUEST

DESIGNATION	DEPOSIT (2)	NUMBER OF EQUIPMENTS	TOTAL (2)
Diving tank 12L	€250		
Diving tank 15L	€250		
BCD	€250		
Regulator with octopus	€250		
2 out of 3: tank, BCD, regulator	€400		
Full pack: tank, BCD and regulator	€600		
Belt and weights	€10		
Fins, mask, snorkel or wetsuit	€45		