

GENERAL CONDITIONS FOR BOATCHARTER

1. The charter fee includes third party liability for damage to persons up to 1 Mio EU, for damage to goods up to 1 Mio EU, and all risks insurance for the boat. The excess is 1000-5000 EU. The excess, i.e. deposit, is to be paid before the handover of the yacht. The Charter Company is entitled to keep the deposit in case of any loss or damage to the yacht and equipment, except usual wear and tear, and to refund the customer according to the actual costs later. If the Yacht is returned properly, the refund of the deposit is immediate. The payment of the deposit does not exclude further liability to the Charter Company.

2. The Charterer/Skipper must have sufficient knowledge and expertise to sail the yacht in a satisfactory way. Should it become evident during the charter period that the Charterer/Skipper is unable of handling the boat properly, the Charter company is entitled to either terminate the charter, with remaining charter fees being forfeited, or to provide the Charterer with a skipper at his own expenses.

3. The Charter Company hands over the boat to the Charterer in good working conditions, with full inventory according to the Check-List. Fuel and water tanks are full.

4. The charts on board are corrected up to the date of Jan 2006. The Charter Company does not accept any liability for any damage resulting of later corrections.

5. The Charterer agrees to assist at a briefing concerning the yachts technical equipment, to check the equipments state and completeness and to sign the inventory/Check-list as a protocol of the handover.

6. The Charter is to bring back the yacht in time, i.e. at least two hours before the expiration of the contract, with full fuel tanks and in a proper clean condition. The yacht will be checked according to the initial check-list. Although full cleaning is included in the charter fee, the sum of 50 US\$ will be charged if the boat is returned in an excessively dirty condition.

7. If asked the Charterer is to inform the Charter Company about his/her planned route.

8. Should the boat be wrecked or equipment lost during the charter period, the Charter company is to be informed immediately by phone or fax. The company will then advise the Charterer as what steps to be taken. Costly assistance is only to be requested in cases of immediate danger to yacht or crew. If the yacht has to be towed, use only the own line to avoid excessive expenses. In order to facilitate claims, the Charterer is to obtain receipts.

It is up to the Charterer to fill in a notification of damage for the insurance company in case of theft or damage to the boat, or to report to the nearest police station. Failure to do so makes the Charterer responsible towards the Charter Company for damages thereby caused, even if the damage is caused by a third party. The Charterer has to file a list of defects and losses at his return to the base and to report any possibly damaging event incurred, i.e. touching of the ground, line caught in the prop. etc, to the Charter Company.

9. The booking as agreed in the charter contract is binding for both parties. Cancellations up to 3 months prior to the charter result in 30% of the charter fee being withheld by the Charter Company. After this 3 months period, should the charterer be unable to attend his charter, regardless of the causes, the charter fee is to be kept by the Charter company unless the boat can be chartered to another client.

10. If the Charter company is unable to deliver the boat at the agreed time, the Charter company is either to provide the Charterer with an equivalent boat or to repay a part of the charter fee proportionate to the delay after a 24 hour period. Is the charter company unable to hand over the yacht in 72 hours after the time stated in the contract, the Charterer can cancel the agreement. In this case the charter fee has to be repaid immediately by the Charter Company. Any further liability by the Charter Company is excluded.

11. When returning the boat too late, the Charterer is charged a penalty equivalent to double the agreed fee per day plus every loss occurred by the boat not being ready for the next charter. Should the event be covered by the insurance, the Charter Company will pay back the Charterer after the financial settling by the insurance.

12. The Charterer agrees to look after the ship well and to obey the laws of good seamanship. He/she is responsible for the boat during the whole charter period. The liability extends to any damage or loss of equipment and boat, regardless if caused advertedly or not by the Charterer himself or a member of his/her crew.

13. The Charterer agrees:

- not to race the boat.
- to use the engine when entering or leaving a harbour.
- to tow another boat or grant permission to be towed only in distress situations.
- to fulfill all formalities concerning customs and immigration.
- to obey the yachting regulations, also concerning the correct hoisting of flags.
- to monitor the weather situation carefully, especially in the Hurricane season.
- to not to take any other passengers on board, except the ones listed in the crew list.
- to plan his/her vacation carefully, so to secure the return of the yacht in time. Should due to adverse weather conditions, a return not be possible at the preestablished time, the Charter Company has to be informed immediately by phone or fax.
- to respect the fact that a sailing yacht has only an auxiliary engine and to use the engine as little as possible for displacement.
- to report any touching of the ground with the keel. In case of any damage suspected, the Charterer has to inspect the boats underwater carefully either by diving or slipping the yacht at his own expenses. The Charter Company will advise the Charterer as to what steps are to be taken.

14. The liability of the Charter Company and its workpersonnel only extends to the damage caused by want of due diligence and malicious intention.