

CLAUSES:

FIRST: That Jaume Vermell Nàutica SL, hereinafter the LESSOR, yields on lease to Mr / Ms hereinafter the LESSEE, accepting the boat that you choose

SECOND: The LESSEE avers that s/he possesses the knowledge and skills that are necessary for driving the leased ship and that s/he holds the appropriate nautical chard license.

For these purposes the radius of navigation will be of the Jurisdictional Spanish Mediterranean Waters and it is specifically reduced to the official classification of the vessel. The LESSER shall not be responsible for navigation in restricted, closed areas, as well as for fines or penalties, or for the consequences of its payment.

THIRD: The lease period shall be the following:

Start at 10.00 am

Return at 19,00 pm.

Port of departure / arrival : PORTO CRISTO

FOURTH: The rental amount will be reflected in the budget

1st payment: (30% at booking)

Rest: (70%) 1 Month before shipment.

BOND: to be paid at the time of BOARDING in cash or credit card (visa)

The LESSEE shall hand in EUROS, as a deposit before boarding, which will be returned at the end of the lease, once the condition of the vessel and especially of the propellers has been checked by the LESSOR. Should propellers have suffered any damage, they must be paid (paint wear not included). The boat will not be available to the LESSEE until the amount of the bond set is not provided. VAT is included in the rental price, as well as full insurance with a franchise equal to the deposit.

Comments:

FIFTH : The LESSEE collects the boat with a full tank of petrol, so s/he must pre-pay the same as a deposit. S/he must return the boat with the same level of fuel as received and will be paid on deposit fuel, if not, the LESSOR refuels the fuel tank and the gallons used by the value shall be paid on date of delivery to the bank account indicated by the client, enclosing bill payment and receipt of spare liters with a charge of 20 € - . handling charge . The port of delivery and reception of the boat is Porto Cristo. In case the customer wants to receive or deliver the vessel in a different port, shall notify it so at the moment of signing the contract. These services are subject to the availability of the LESSOR and in any case billed to part of the regular rental rates.

Comments:

The LESSEE who has to return the boat on Saturday or Sunday, as the service station closes at 02:00p.m. doesn't have the obligation to deliver the boat with the deposit full of fuel, neither the payment of the 20€.

SIXTH : The booking of the boat will be done by paying 30 % of the contract value plus the balance, one month before the date of shipment stipulated therein. Along with the payment of the booking -and essential, so that it is considered fixed, a copy of the contract duly signed must be sent by fax or electronic mail. Otherwise, the reservation will not be fixed and said boat can be rented to another customer who requests it. If within one month from the date of shipment the LESSOR does not receive the payment of the outstanding balance of the contract, the reservation will lose all effect and the LESSOR will retain the amount advanced in concept of damages.

If the LESSEE decides to cancel the contract within three months from the date of shipment, the LESSOR will retain 50 % of the booking value in concept of damages, and refund the difference to the customer's bank account. When this cancellation occurs less than three months from the date of shipment, the LESSOR is entitled to retain 100% of the booking amount in damages and interest.

SEVENTH : the LESSEE must report having received the vessel equipped as the attached inventory signed, and agrees to keep in good use all existing facilities in it. In the event that the vessel contracted by the LESSEE can not be offered at the time of shipment, the LESSOR is entitled to offer another model with similar characteristics without prejudice. The LESSOR is not responsible for any use which the LESSEE of the leased vessel may not make due to illness of one of the crew, unavailability of any kind, and especially for reasons of bad weather that prevent navigation.

EIGHTH : the LESSEE agrees to carry on board only authorized people for the number of seats set in the boat.

NINTH : the LESSEE commits him/herself not to leave the boat moored or anchored, without no person on board, in road or waters nonprotected, or when the payment by mooring right is not required.

TENTH: The purpose of this contract is yachting and may not be used for commercial or boat lucrative operations. Participation in racing boats and sports competitions is prohibited , as well as training and practicing.

ELEVENTH: The LESSOR commits itself not to steer the boat object of this contract under toxic drugs, narcotics, or alcohol influence.

TWELFTH: the LESSEE is responsible for any loss or damage occurring in the leased ship, and also for the the loss of any of its elements, as well as the expenses caused by delays in delivery of the boat.

THIRTEENTH: In the event that any member of the crew suffered an accident inside the boat, they must notify the LESSOR and formalize the personal part in writing, including causes, circumstances and consequences of the facts, as well as data and address of the people involved and eyewitnesses. It will be understood by accident, with the object of the present contract, any fortuitous, spontaneous, violent fact, and independent of the will of that undergoes it, affecting anyone of the occupants of the boat.

FOURTEENTH: If the present contract were solved by cause imputable to the LESSEE, this one will lose against the account in benefit of the LESSOR the amount paid for rent of the boat being forced to pay all the price of the renting.

FIFTEENTH: The LESSEE agrees to use the leased vessel like it was of his/her own property, under the rules of good navigator, and with full respect for the rules of Naval Command.

SIXTEENTH: For the resolution of any controversy that could arise from the correct interpretation of the terms of the present contract, the part that express resignation to any law that might correspond to them will be put under the courts of Manacor and Courts of Palma de Mallorca.

And in test of conformity and acceptance with the previous clauses, they sign the present contract by duplicate in the place and date at the outset indicated.