

## GENERAL CHARTER CONDITIONS

1º - All the boats offered by ALBORAN CHARTER are insured against accidents caused on board and civil liability. The opening of a liability case due to an accident involving third parties costs 500€.

2º - All of the expenses on supplies, fuel, gas, ice, moorings in ports and marinas, taxes and in general all that is necessary, characterized as consumable, for the good use and care of the yacht during the lease period, will be carried out by the lessee.

3º - In cases of breakdown produced during the period of the preceding, or the same charter, for whatever causes different from Alboran Charter's will, ALBORAN CHARTER shall provide to the lessee other boat of the similar characteristics or refund the proportional amount of money minus one (1) day, without any other responsibilities. If the vessel is of an inferior category to the one contracted, ALBORAN CHARTER shall refund the proportionate difference of the renting costs less one (1) day. The lessee will not be able to claim damages.

A/ In case of breakdown during the charter period, the client is authorized to carry out the repair on normal use of supplies up to an amount that shall not exceed 10% bail-caution deposited on the first day of the charter. ALBORAN CHARTER shall pay such quantity at the end of the rental period after presenting an invoice issued to ALBORAN CHARTER S.L. NIF: B- 61117982.

B/ In case of breakdown or repairs exceeding 10% of the bail, the client shall notify immediately ALBORAN CHARTER who will send its technical team or authorize such repair.

C/ In cases of serious breakdowns or important incidents (fire, water pipes, mast break, etc.), the client, after having taken all the safety measures for the appropriate conservation of the vessel, shall immediately notify ALBORAN CHARTER, asking for further instructions. Non-fulfillment of these formalities may cause the client the responsible one for the payments for the repairs to be done.

D/ Technical support: We only make displacements to Menorca and Ibiza, in case of mechanical failure which hinders the movement of the boat. To get the technical assistance for all the rest of damages, which do not hinder the boat's immobility, the boat must go to any port of the Majorca Island.

4º - We will only accept compensation requests up to 15 days from the end of the Charter period. Any compensation requests after these dates will not be accepted or acknowledged.

5º - In case of lease cancellation 90 days before the arranged date, ALBORAN CHARTER shall return 80% of the received amount, but keep 20% of this amount for office-supplies and other expenses. The lease period cannot be changed, unless confirmed by ALBORAN CHARTER.

6º - Vessels are to be used as follows:

A/ The lessee is obligated to use the rented yacht according to the legislation of Navy, Customs, State, Police and Health authorities, being responsible for consequences of breaching or non-fulfillment of any official arrangements. The lessee will send the necessary documents and licenses to ALBORAN CHARTER in order to carry out all requirements from Navy Authorities or regional Capitanías. ALBORAN CHARTER has the right of not handling the yacht to the client if the skipper seems not to have the skills and competence, despite presented licenses. In this case, ALBORAN CHARTER shall return the amount received minus 20% for invoicing and office expenses, terminating the contract automatically, reciprocal compensation requests shall not be admitted.

B/ Shipment of weapons, drugs, products that might break the Spanish law and animals, are totally forbidden. The lessee will only be allowed to take on board authorized number of persons according the safety certificate of the vessel.

C/ Subcontracting or sub-leasing is absolutely forbidden. The lessee is obligated to use the yacht only for himself, his family, friends or his own staff. Transport of goods, paying passengers, commercial fishing, regattas or other activities not considered as recreational navigation are forbidden.

D/ In case of rent without skipper, the sailing area shall be always restricted to the area that corresponds to the sailing permissions presented/submitted by the lessee.

7º - In case of assumption of negligent use of the yacht that causes breaking the law, the contract is being terminated immediately, leaving the received amounts on favor of ALBORAN CHARTER. ALBORAN CHARTER shall not be responsible for robbery or loss of the dinghy if it was not stowed in a closed box or if it was not well tied to the deck. The lessee shall be responsible for the consequences of anchoring, as well as for making the required decisions/actions in cases of changes of wind and current direction.

8º - The port of deliver and return of the yacht are indicated on the previous page of this contract. All yachts are available for the client every Saturday from 4 p.m. (16:00 hrs.). Before handling the boat to the client, inventory or check-in list, in which are reported all the supplies, materials, particularities of each vessel, is realized, giving the proof of its correctness. The lessee approves existence of the material and boat's conditions by signing the mentioned document. If the client refuses to sign such a list, ALBORAN CHARTER may terminate the contract, keeping the amounts paid by the client by way of prejudice.

All yachts have to be returned on Fridays at 6 p.m. (18:00 hrs.), with the crew's luggage and belongings out of the boat. Check-out shall be carried out on the day of returning, including an inspection of the yacht's condition as well as of the state and integrity of its inventory with the help of the check-out document which shall be signed by both parties. If requested, the client will be able to spend the night from Friday till Saturday on the boat, leaving it at 9 a.m. (9:00 hrs) on Saturday.

In case of returning the yacht on Friday after 6 p.m. (18:00 hrs), the client will be charged with amount of 100€. Each day of delay in returning the vessel back to the base, will be charged double rate applied. Weather conditions shall not be the reason of delay in handling the yacht back to the port.

9º - Before the reception of the yacht, the lessee has to deposit to ALBORAN CHARTER a bail-caution quantified in every charter contract, which covers all breakdowns, cancellations, damages, delays in handling the vessel back, thefts, differences in inventory and all conditions set in the lease contract as prejudices and penalizations. Once check-out is done and all the contract conditions are fulfilled, bail-caution is being returned to the client. In case of rentals with skipper, exists a bail-caution, which covers any damages to external and internal elements of the rented yacht, caused by the clients.

10º - In case of breaching any regulations of ADUANAS and HACIENDA by the client, all sanctions, fines etc. will be charged to the lessee. In case of sealing off the rented yacht, the lessee will have to pay to ALBORAN CHARTER the value of the yacht.

11º - Parties are submitted to Courts Jurisdiction, Marine of Barcelona, in order to solve any disagreement caused by interpretation or the fulfilled of the realized contracts.

THE CUSTOMER

Date :.....

Signature (Read and approved)

THE BROKER

Date :.....

Signature (Read and approved)

THE YACHT CHARTER COMPANY

Date :.....

Signature (Read and approved)