

## CHARTERING CONDITIONS DREAM YACHT CHARTER

### Art 1 : Matter of the contract

This Contract contains the entire agreement of the parties concerning the charter by Charterer of a bare boat from Dream Yacht Caribbean. The parties, the boat, the period and the price are stipulated under the special conditions. Charterer agrees to the general conditions by signing the special conditions.

### Art 2 : Payment schedule

- 30% of the charter fee to confirm booking,
- 70% of the charter fee plus all booked options 45 days before embarkation

### Art 3 : Boat Delivery

DYC will deliver the boat to the Charterer only under the following conditions :

- Full payment of any balance or security deposit due from Charterer,
- Signature by both parties of the yacht's delivery contradictory statement (inventory) specifying yacht and equipment conditions.
- Delivery by the Charterer of the following documents :
  - Charterer's ID copy,
  - Listing of charter's crew members with names and addresses.

In case DYC notices that Charterer's and crew's sailing experience is deficient, they reserve the right to cancel or modify the charter and keep all the payments. DYC may offer to provide an approved skipper at Charterer's expenses. Charterer may not discharge the skipper before completion of the charter, except with DYC's consent.

### Art 4 : DYC commitment

DYC must deliver to Charterer a boat in good working order and properly outfitted with all French rules and regulations. Check-in procedures begin at charter start time.

Charterer can freely use the yacht as soon as he has signed the delivery statement and received all the boat documents.

On the first and the last day of the charter, a free place for the boat in the DYC marina is offered.

### Art 5 : Charterer's commitment

Before signing the delivery contradictory inventory, Charterer will check that boat and equipment is in good working order and properly. He can make any comment or reservation. Acceptance by Charterer certifies that the obligations of DYC for delivery have been fulfilled. After delivery, Charterer and crew are fully responsible of the yacht and for any damage to property or injury to persons that could happen including third parties. Despite the presence of a skipper provided by DYC, Charterer will in all events remain responsible for the boat and the behaviour and well-being of crew. Charterer will pay all running expenses incurred after delivery of the boat, such as mooring fees, local taxes, fuel oil, water and food. If outside assistance is needed due to problems with the boat, Charterer will promptly notify DYC before incurring any such expense unless delay would risk personal injury or significant property damage. Charterer will keep all invoices and receipts concerning repairs, that DYC will reimburse on return day. Charterer agrees to carry the number of passengers required by security rules of the boat. He will not transport merchandise or carry passengers for pay or have any other commercial activity such as professional fishing. Charterer agrees to use the boat as a responsible person and will comply with all laws of Islands, especially concerning fishing and deep sea fishing.

Charterer will hold DYC harmless from and against any and all claims and legal actions arising under or in connection with this Contract for not respecting those rules.

Charterer will take care of boat maintenance during charter.

Charterer will take all reasonable steps to prevent the towing of the boat by an other vessel. However, if towing is really necessary, despite his efforts, Charterer agrees to negotiate and fix price of towing with other ship's captain before operating.

Lending or renting of the boat is prohibited. The boat must be returned with all gear aboard in the same good conditions as upon departure, in good cleaning conditions, on the specified End Date and time. In case of delay on return, Charterer agrees to pay DYC the prorated charter fee plus 50%. Any begun day is considered as a full day. If Charterer leaves the Yacht elsewhere than the specified End Port, he agrees to pay DYC for all fees for sailing the yacht back, as well as a prorated charter fee compensation for the number of days necessary to sail the boat back to the base. He agrees to pay for any loss or damage not covered by Insurance that can occur on or to the Yacht until return. Charterer remains fully responsible of the Yacht until signature of the return counter-inventory and final disembarkation. Charterer agrees to stay within the cruising area between latitudes 10° to 20° north and longitudes 59° to 70° west. Charterer agrees not to leave the harbour or mooring with winds over force 6 or if this strength of wind is forecasted, if port authorities have prohibited any navigation, if the Yacht is damaged and not repaired, and if any vital equipment such as engine, sails, rigging, bilge pump, navigation lights, berth gears, compass, security equipment, ... are not in good working conditions, if fuel reserves are not sufficient, if, in general, weather, yacht or crew conditions endanger Yacht or crew.

Charterer agrees not to sail during the night. Charterer agrees to fill up ship's Log everyday with destination harbour, Yacht and crew condition, any change in crew, successive positions/locations, weather conditions, sails used and engine working hours. Charterer agrees to follow any navigation and routing instructions which DYC may give him especially in the event of bad weather.

### Art 6 : Deposit

A deposit is settled by the Charterer. This deposit shall cover each loss or Damage and annex costs which would not be insured under the Insurance policy, cleaning costs if the Yacht is not returned in a good condition and all other charges or indemnities which could be claimed by Maritime Authorities or third party due to non respect of the Charterer's commitment in respect of the present contract.

This deposit shall be used to compensate DYC for all these costs and or charges claimed due to failure or fault committed by the Charterer.

Charterer may subscribe an insurance contract as option with Dream Yacht Charter against potential payment of deductible in case of damages. Losses or damages not covered by insurance are to be charged to the charterer on his deposit. In case of security insurance contracted with Dream Yacht Charter, a residual security deposit defined in Terms in conditions, is to be charged to charterer to cover potential damages not covered in insurance. Deposit will be refunded to the Charterer after contradictory inventory and control of the condition of the yacht for the balance of the accounts such as unpaid contractual charges, third party claims, loss or damage not insured by the Insurance policy.

### Art 7 : Insurance

DYC shall conclude an insurance contract to cover the chartered boat against loss or damage to the hull, machinery, gear and equipment of the yacht, liabilities to third parties for loss or damage to any other vessel or property whatsoever, loss of life or personal injury. Personal belongings are not covered by the aforesaid insurance contract.

In case of any loss or misfortune, it is the duty of the Charterer to take such measures as may be reasonable for the purpose of averting or minimizing a loss which would be recoverable under this insurance. Prompt notice ( 24h ) shall be given to DYC by the Charterer prior to survey the boat in order for DYC to appoint a surveyor to ascertain the damages.

The Charterer has to report very shortly the circumstances of the occurrence and to preserve the DYC rights vis a vis third parties in obtaining names and references of the third party involved in the occurrence.

A deductible per occurrence shall apply .

In case of damages occurring during the charter and stopping the boat, DYC is not obliged to provide a replacement boat nor to refund the Charterer.

### Art 8 : Contract Cancellation

Before boat delivery, Charterer may cancel this contract by paying the following :

More than 90 days: € 500.-

Between 89 to 60 days before charter start: 30% of the charter fee (without options)

59 days and less before charter start: 100% of the charter fee (without options)

If on departure date, the hired boat or equivalent is not available, Charterer has the right to the following possibilities :

- Extend charter duration of the same time as delay planning permitting,
- Not modify the charter end date and be refund for the time boat was not available, on a prorated basis of charter fee.
- If delay exceeds one quarter of the charter time, Charterer can cancel the contract and be refund for charter fee.

In all cases, Charterer cannot claim for prejudice for boat not being available.

Any interrupted or shortened charter, any service not used by Charterer, for any reason, is not refundable.

### Art 9 : Governing Laws

Any legal action arising under or in connection with this contract will be adjudicated in Port Louis, Mauritius.

Signature: