

CHARTER CONTRACT № _____ Date: _____

From one side, hereafter called the charter company **Sailme Charter SL**, CIF: B76710219, av. Isidor Macabich, 15, 2B, 07800, Ibiza, Baleares, Spain, phone: +34 662 587 111, email: info@sailme-charter.com

From the other side, hereafter called **the Client**: _____ **Phone**: _____

Boat model: _____ **Name of the boat**: _____ **Year of build**: _____

Price: _____ (IVA incl.) **Damage deposit**: 3000.00€ (paid by card on check-in to cover damages caused by the client)

Charter period: From _____ to _____

Base from/to: **Ibiza, Marina Port Ibiza, Pontoon B** (boat should be returned at 18:00 a day before)

Extras – charter pack: 450.00€ (outboard engine, bed sheets/towels, final cleaning, cooking gas)

GENERAL CHARTER CONDITIONS

Sailme Charter SL delivers the yacht and her pertinences in a seaworthy condition, complete with accessories, fittings and safety equipment and with her navigation documents, together with all that may be necessary to render the yacht in question seaworthy and to allow her to serve the stipulated use. It is NOT ALLOWED to navigate in weather conditions > F6 by Beaufort scale (Wind >= 28 knots). In the event of a breach of this clause, the responsibility for damages is borne by the lessee in full volume, even if it exceeds the deposit.

1° - All the boats offered by Sailme Charter SL 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€.

2° - 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 charter period, will be carried out by the client.

3° - In cases of breakdown produced during the period of the preceding, or the Sailme Charter SL, for whatever causes different from Sailme Charter SL 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, Sailme Charter SL 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.

Sailme Charter SL shall pay such quantity at the end of the rental period after presenting an invoice issued to Sailme Charter SL CIF: B76710219.

B/ In case of breakdown or repairs exceeding 10% of the bail, the client shall immediately notify Sailme Charter SL 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 Sailme Charter SL, 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 other islands of the Balearic Islands, 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 Marina Port Ibiza.

4° - We will only accept compensation requests up to 10 days from the end of the Charter period. Any compensation requests after these dates will not be accepted or acknowledged.

5° - In case of lease cancellation 90 days before the arranged date, Sailme Charter SL 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 Sailme Charter SL.

6° - 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 Sailme Charter SL in order to carry out all requirements from Navy Authorities or regional Capitanías. Sailme Charter SL 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, Sailme Charter SL shall not return the amount received, 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 an authorized number of persons according to the safety certificate of the vessel. C/ Subcontracting or subleasing 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 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.

7° - 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 in favor of Sailme Charter SL. Sailme Charter SL 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.

8° - All yachts are available for the client on the day of check in from 17:00. 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 the existence of the material and boat's conditions by signing the mentioned document. If the client refuses to sign such a list, Sailme Charter SL may terminate the contract, keeping the amounts paid by the client by way of prejudice. All yachts have to be returned at 18:00 one day before the end of the charter. Check-out shall be carried at 9:00 on the last day of charter, 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. 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 for delay in handling the yacht back to the port.

9° - Before the reception of the yacht, the lessee has to deposit to Sailme Charter SL a bail-caution quantified in every charter contract, which covers all breakdowns, cancellations, damages, delays in handling the vessel back, thefts, differences in inventory. In case of damage to the yacht or parts of the yacht or in case of loss inventory of the yacht, the parties are guided by the price list of damages and losses specified in **Annex 1** to this contract, which is an integral part of this contract. 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 client.

10° - 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 Sailme Charter SL the value of the yacht.

11° - Parties are submitted to Courts Jurisdiction, Ibiza, Spain in order to solve any disagreement caused by interpretation or the fulfillment of contracts.

Signed by Sailme Charter and the Client: _____ (Read and approved)





Annex №1 to **CHARTER CONTRACT №** _____ **Date:** _____

PRICE LIST FOR COMMON DAMAGES AND LOSSES *

ITEM	Price without IVA, €
FENDER/BIG BACKSIDE FENDER	80 to 160
MOORING LINE 10M/MOORING LINE 20M	60 to 150
SHORE CABLE 220V/SHORE CABLE ADAPTER	220 / 100
SWIMMING LADDER	700 to 1600
ANCHOR/ANCHOR CHAIN/ANCHOR WINCH/ANCHOR REMOTE CONTROLLER	500 / 650 /1400 /220
DINGHY/DELIVERY OF A NEW DINGHY/PADDLE FOR DINGHY	1400 to 3500 / 450 / 45
SOFA CUSHIONS (for 1)/COCKPIT CUSHIONS (for 1)	350 to 950 / 350
BOAT PROPELLER/DIVE SERVICES	700 / 350
WC BLOCK	400
FUEL TANK REFILL SERVICES	200
GANGWAY	700
STARTER ENGINE YANMAR/STARTER ENGINE VOLVO PENTA	620 / 780
METALLIC CAPS (DIESEL, WATER, WASTE)	50
WINCH HANDLE	140
HULL SCRATCHES (for 1 labor hour)	50
PORTABLE VHF	300
EMERGENCY TILLER	450
BROKEN HATCH, PORTHOLE	500 to 1600
WATER HOSE	100
KEYS FOR BOAT/KEY FOR FUEL/PONTOON KEYCARD	50 / 40 / 30
SPEAKERS IN COCKPIT (for 1)	140
BROKEN STEERING	500
AUTOMATIC LIFE VEST	140
BROKEN GUARDRAIL	100 to 300
HORSESHOE/MOB LIGHT	60 / 60
BINOCULARS / TORCH	280 / 40
LIFERAFT USE	2500
CAP FOR INSTRUMENTS (for 1)	50 to 100
SUNK/CRASHED OUTBOARD ENGINE	1300 to 3500
OUTBOARD PROPELLER	270
SAFETY PIN FOR OUTBOARD ENGINE	30
LABOR HOUR (1 person)	50

* Approximate prices listed. The real price would be obtained with the invoice from the nautical shop. Transportation fees could be included.

Skipper is responsible for all inventory of the boat from the moment the contract is signed.

The Client agrees to block the deposit of 3000.00€ from his bank card № _____ and to pay the amount of damages and losses incurred during the term of charter from this deposit.

Signed by Sailme Charter and the Client: _____ (Read and approved)



Annex №2 to **CHARTER CONTRACT №** _____ **Date:** _____

CHARTER RULES AND FINES

0. Terms and Conditions of the service provided can be found with following link: bit.ly/sailmeterms23

1. It is forbidden to throw paper/other objects into the toilet. The fine of 400€ should be applied for a blocked/damaged toilet.
2. The fine of 100€ should be charged for extra cleaning (an extremely dirty kitchen or other reasonable cases).
3. The boat is equipped with a telemetry system which allows us to get such data as GPS coordinates, speed, voltage, engine RPM etc. This data could be used as a proof in any kind of legal regulations.
4. Maximum recommended cruise mode of the engine is 2000-2200 RPM. In case of violation, the fines should be applied:
 - from 2400 to 2800 RPM for 5 min and more — 300€
 - from 2800 RPM for 2 min and more — full deposit
5. It is forbidden to tow a dinghy without removal of the outboard engine.
6. The boat should return at 18:00 one day before the end of the charter. In case of returning later, the fine of 200€ would be charged.
7. The client should fill the diesel tank on arrival to the base, keep the ticket and ask for an invoice (factura) from the fuel station. In case of returning without a full tank of diesel, the fee is 200€ + fuel cost.
8. The boat should be returned with empty and open waste tanks. The fine of 300€ should be charged for full waste tanks.
9. Be aware of underwater rocks. Always check lower zooms on the chart plotter.
10. It is not allowed to anchor on Posidonia (local endemic seaweed). Please drop the anchor only on the sand bottom where the water is clear.
11. The client is obliged to inform the charter company about all breakdowns or losses of inventory that occurred during the charter immediately.
12. In case of breakdowns during the charter, the employees of the charter company have the right to enter on board during the charter to carry out any repairs or technical consultations with third-party specialists.
13. **EMERGENCY CASES** – our technicians will try their best to reach you as soon as possible:
 - Engine breakdown, gear-box, propeller breakdown
 - Anchor windlass failure
 - Battery failure or discharge
 - Navigation electronics failure (depth/speed/GPS)
 - Damages of standing rigging
 - Hull damages (both above or below waterline)
 - Hull leaks, sea cock leaks
 - Propane gas leaks or stove breakdown
 - VHF station breakdown
 - Loss or damage of any safety equipment
14. **NOT EMERGENCY CASES** – diagnostic and repairation will be handled upon arrival to baser:
 - Damage of sails, running rigging, guardrails
 - WC breakdown (in case of 2 and more toilets onboard)
 - Generator, inverter, solar power breakdown
 - Outboard engine breakdown
 - Sweet water leaks
 - Other breakdowns which doesn't disable vessel's ability to maneuver safe
 - Etc
15. All the calls of technicians that appeared non-emergency and/or were caused not by technical problem but by incompetence of the crew should be paid due to the price list (annex №1) including transportation fares.
16. The dive-check of the boat is performed after the check-out procedure with video recording of the underwater hull and sides of the boat, indicating the date and time. In case of any damage the client would be informed by sending of the previous/current videos during 5 days after the end of the charter.
17. It is strictly forbidden to anchor, moor or dock alongside with other vessels. All security deposits will be withheld in case of a confirmed issue.
18. Sailing alone is not allowed for skippers who hold other than a professional sailing license (Commercial Endorsement).

Signed by Sailme Charter and the Client: _____ (Read and approved)



Annex №3 to **CHARTER CONTRACT №** _____ **Date:** _____

CONTACT DETAILS

In case if you need help, please contact us at the following phone/WhatsApp numbers:

- +34 663 600 818 Anatoly — check-in / check-out / emergency / common questions
- +34 600 510 239 Sergey — for technical issues
- +34 674 910 651 Leo — for technical issues
- +34 642 644 462 Alex — for booking questions

INVOICING DATA FOR DIESEL STATIONS

Sailme Charter SL, CIF: B76710219, av. Isidor Macabich, 2B, 07800, Eivissa, Balears
+34 662587111, finance@sailme.eu

MARINAS OF IBIZA AND FORMENTERA

- Marina Port Ibiza (BASE): +34 971 193 870, VHF-09
- Marina Ibiza : +34 971 318 040, VHF-09
- Marina Botafoch: +34 971 312 231, VHF-09
- Club Nautico de Ibiza: +34 971 314 023, VHF-09
- Marina Es Nautic, San Antonio: +34 971 341 324, VHF-09
- Marina Santa Eulalia: +34 971 336 161, VHF-09
- Marina La Savina: +34 971 105 533, VHF-09
- Marina Port Formentera: +34 971 323 235, VHF-09

- <http://www.marinaibiza.com/>
- <https://www.botafocibiza.com/>
- <https://www.clubnauticoibiza.com/>
- <http://www.esnautic.com/>
- <http://marinasantaeulalia.com/>
- <https://marinalasavina.com/>

DANGEROUS UNDERWATER ROCKS

