

**GENERAL TERMS AND CONDITIONS OF LEASE BAREBOAT CHARTER**

The following general conditions are an integral and inseparable part of the Lease Bareboat Charter and are fully accepted and swirls with the specific deal and subscription. All the individual clauses govern in its entirety the relations between the henceforth call lessor, and the subject, from now on called a conduit, which uses the boats rented and better identified in the contract. In interpretation of this agreement, for crew is meant any person present on the edge of the boat for any reason or reason.

**1. PAYMENTS**

The Conductor is committed to match the Lessor all sums due in terms pattutiti. The non-payment of one of them or to non-compliance with the terms, will produce the resolution of the law of the present contract, legittimando the Lessor to retain all payments received, save and without prejudice to the demand for a further payment of damages.

**2. DELIVERY**

The Lessor must deliver the boat in the day and now set forth in this agreement, in a state of navigability, with their appurtenances, complete with accessories, equipment, facilities safety-deposit, equipped with the necessary documents for the navigation and duly insured with insurance R. C. toward third parties and policy bodies for total loss is partial ( remains excluded from insurance policies, and then a total load of the conductor, and the Commander in solid between them, the damage for loss of earnings, franchigge and discovered, deprezzament, legal fees, administrative penalties and anything else not expressly covered by insurance). The Lessor will provide the conductor with a list of the full inventory and these sottoscrivendola , will confirm that you have received the boat with all the accessories regulations and anything else of supplied in perfect condition. Disputes post delivery will not be accepted. The time that the lessor, or who for him, it will take to make it clear to the Conductor the mode of use of the boat, falls within the period of Lease Bareboat Charter.

If for any reason the Lessor cannot deliver the boat rented, you will have the ability to deliver another of similar characteristics within 48 hours, with obligation to reimburse the conductor of the relative share of daily rental possibly not enjoyed. If the delay is agured well for more than the indemnifiable period, for that is not attributable to the Lessor, will be faculty of the Conductor confirm the location, has a right to a refund of the share of the fee not enjoyed, or to renounce the same claiming the full refund of the fee with the interests, but without any right to compensation for damages. This waiver must be communicated in writing to the landlord within 24 hours and the contract it will be understood in this way solved.

The lessor assumes no responsibility for delays in departure or interruption of the cruise due to adverse weather or contrary provisions of the Maritime Authority.

If the conductor is not present on time to take over the boat rented, within the time stated in the contract, and provided to load the same a lump criminal, for each day or fraction (hours), equal to Euro 100,00 , exceeding the time pattutito. It is without prejudice to the right for the Lessor to withdraw from the contract spent unnecessarily 6 (six) hours of delay, with the consequences provided by art. 1 Of the present conditions, to the late conductor. In any case, the conductor is required to notify by telephone the Lessor for any delay.

**3. RESTITUTION AND COMPLIANCE WITH THE TERMS**

The conductor and the Commander undertake to return punctually the boat in the term and in the port predetermined, free from any obligation contracted during the Lease Bareboat Charter period, in the state of fact in which it had taken the detention, in a perfect state of navigability and cleaning, with the tanks water empty and with a full tank of fuel and lubricants, with the same characteristics and suitable for the same use, together with the accessories, equipment, facilities and documents received from the lessor.

If the boat is not returned with the fuel tank at a maximum, it is required to pay the conductor with a charge of Euro 100,00 - in addition to the price of the fuel used for recovery. The itinerary of the cruise must be program in such a way as to allow the return to the set time, anticipating it possibly in case of adverse weather. If the return does not happen at the same time and/or in the ways stated above will be applied, for each day or fraction of a day as delay, a cancellation fee equal to 100% of the daily price according to the price lists of the lessor, in addition to daily price list itself. To determine the amount of the penalty and the daily price of the Lease Bareboat Charter you will use the lists of the lessor, which for this purpose the Master and the conductor declare that they know and accept. Except for the compensation of the further damage which the lessor should suffer for lack or delayed delivery to the next user. It is considered delay even the time needed to return the boat in the port of delivery, if the Conductor foolish or terminated the cruise on a port other than that indicated in the contract. The spse transport or transfer of the boat in the port of redelivery will be charged to the Conductor. The parties agree that the delay in the delivery of the boat can never exceed 5 days or except with the written permission of the landlord, the conductor says to be aware that such a behavior integrates a intervensione in the possession of the boat rented and the consummation of the offense of stealing indebita.

**4. WAIVER OR INTERRUPTION**

In the event of rinuncia to the execution of this contract, the conductor will prompt written notice to the Lessor which will have the right to demand or withhold: (a) the advance payment if the communication taking place before the expected date for the payment of the balance; (b) the payment and the balance if the communication will take place within 30 days prior to departure. However, if the Lessor rilocera the boat to another conductor for the same period of time and under conditions no less favorable than those agreed upon, will return to the conductor the payments received by holding a sum equal to the expenditure ( including commissions) incurred for the conclusion of this agreement, and for the eventual relocation. The Conductor, in the case of voluntary interruption of the journey, will not be entitled to any refund, being obliged to compensate the lessor for any and all costs incidental to the anticipated return.

**5. CURRENT EXPENDITURE AND MAINTENANCE OF THE BOAT**

Shall be borne by the conductor the costs for routine maintenance, the use and consumption of the boat for the Lease Bareboat Charter period and in particular fuel, lube oil, water, electricity, internal and external cleaning, costs of port fees, customs, anchoring and mooring also in private ports, as well as expenditure arising from the use of the radiotelephone equipment of edge and also financial penalties and administrative. The amount of expenditure which has not yet been quantified within the term of the Lease Bareboat Charter must be paid by the conductor following estimate unquestionable of the Lessor and these subsequently documented. During the period of the Lease Bareboat Charter costs are very urgent for repairs

Due to force majeure or to wear for the normal use of the boat, according to the commitment agreed, they will be anticipated by the conductor and reimbursed at end of Lease Bareboat Charter, prior written consent of Lessor and after submission of receipts of expenditure and test of the urgency of the situation, extent and need of the work carried out.

**6. USE AGREED: LIMITS AND PROHIBITIONS**

The conductor and the Commander are obliged to use - and to make use of all the crew , answering in their own - the boat, with particular care, according to the technical characteristics, exclusively for recreational craft, scrupulously observing the rules, and in accordance with the use and use agreed, between ports and harbors are safe and good, where the boat could enter, remain and exit in complete safety (always float) and undertake not to use it for transport of goods and passengers and any type of commerce. The Conductor and/or the Commander also undertake to:

- a) Comply with the minimum number of persons components the crew (which should always be suitable and prepared to navigation), as well as the maximum number of persons transportable (values shown in the documentation on the edge of which the conductor expressly declares that with the subscription of knowing the content);
- b) Obtain written consent of the Lessor or his representative to participate in regattas or nautical competition of any kind;
- c) Do not ask to be towed or tow the boats if not in the case of absolute emergency;
- d) Comply with all national laws and the host country, the regulations concerning the declaration of customs, the arrangement of the port authorities, customs, health and the rules of fishing even underwater;
- e) Listen to the port authority when prohibiting the navigation for any reason; in addition, undertake not to leave the port or to return immediately in the nearest port, or ripararo sufficiently safe to anchor, if they were in the open sea, if the conditions of the sea and the wind exceed to it is expected that exceed **force 5 (five)** or the conditions of the boat and/or crew is likely to affect the safety;
- f) Moor the boat in front of the coast in a safe place and never leave it never without control or supervision;
- g) Do not give lessons in navigation practice;
- h) Do not keep any animal on board;
- i) Bring on the logbook arrivals and departures from the ports, weather conditions, hours of engine made, damage, repairs, etc;
- j) Do not navigate in dangerous areas as a result of wars, hostilities, military operations, revolutions, civil motions and in areas where it is forbidden to navigation, bearing in mind that in such cases the insurance is not operating.
- k) Do not take on board weapons and/or drugs, even for personal use;
- l) Find out more times within each day on weather forecasts;
- m) Use the boat and its accessories and amenities with the highest diligence possible, according to the technical characteristics and the utmost caution.
- n) Except as already provided for, immediately inform, in every way possible, the lessor of any failure, delay, left, and every other injurious situation for people, for the boat and the interests of the Lessor.

**7. COMMAND OF THE UNIT**

If the conductor was not in possession of nautical license, that this was not sufficient for the planned journey, should indicate the name of the person who will command the boat and that undertake also the present contract, obbigandosi and assuming the relevant and joint responsibilities and obligations. The lessor or his representative, has the right to require a Master'S qualification in command of the boat valid for Italy. At the sole discretion of the Lessor or his representative, where the knowledge and skills of the Master were not considered sufficient for the conduct of the type of boat rented, for the safety of people and/or of the boat, may be required of the Conductor - at his own expense - the presence on board of a commander to the liking of the lessor; in case of refusal of the conductor the contract will terminate automatically, and the lessor may withhold what is received. In the case in which the lessor should indicate a Commander to his liking, the latter has no ratio and/or constraint directly or indirectly with the lessor to the command of the boat; the Lessor in practice is limited exclusively to indicate person having valid enabling to lead the boat. The Conductor should he pay directly the Commander reported, according to the agreements reached between the same, agreements in which the lessor is totally foreign.

**8. OBLIGATIONS AND RESPONSIBILITIES OF THE CONDUCTOR AND THE COMMANDER**

Except what has already been established by this agreement, the conductor and the Commander are jointly and severally liable for any breach of this contract and undertake to indemnify the Lessor from any damages or loss of profit, or from any request - by anyone advanced - for any fact that occurred during the period of the Lease Bareboat Charter or as a result of the same. The conductor and the Commander are also jointly responsible with all the crew for the damage that the latter may cause to yourself, with the lessor or to third parties. Are, in any case, a load of the conductor in solid with the Commander damages of any kind is not eligible for compensation and/or covered by the insurance.

**9. DAMAGE, BREAKDOWNS, ACCIDENTS, REPAIRS**

And it is obligatory to the conductor and the Master of immediately communicate to Lessor all the repairs, the extraordinary events, the failures and accidents by sending within and not later than 24 hours of their occurrence a detailed written report, also by fax. The Conductor and/or Master will continue navigation only if this did not result in aggravation of the damage, or dangers for the people and for the boat. The Commander is fully aware that the navigation code provides for the stop for whoever takes the sea with a boat is not in a state of navigability. In cases provided for by the Navigation Code, the Master is obliged to submit, immediately upon arrival to port, and never more than 24 hours, the complaint of extraordinary event. If the boat, without responsibility ( direct or indirect ) of the Conductor, undergoes a Failure or any other impediment that undermine the reasonable use for a period of more than 48 consecutive hours from possible intervention if in Italian waters, or 72 hours if in foreign waters,

the lessor will be required to repay the consideration of the daily rental is not enjoyed, without which the conductor and the crew can boast any right to further damage. Where the time for the repairs exceed 96 hours, the conductor will be entitled to withdraw from the contract with effect from the time of the occurrence of the failure, obtaining the return of the daily fee of the Lease Bareboat Charter period not enjoyed, without further compensation any. Consistent with the organizational requirements of the lessor, and at its sole discretion, the conductor may extend the term of the Lease Bareboat Charter as well as the time limit, recovering the days of failure. In the case where it is needed repairs can be traced back directly or indirectly to responsibilities of the Conductor and/or of the Master, these will still compensate the Lessor for time which is necessary for the execution of the same that would be exceeding the duration of the Lease Bareboat Charter. To determine the amount of compensation we will use the lists of the lessor, which for this purpose the Master and the conductor declare that they know and accept. By way of penalty such compensation will be increased by 100 %, without prejudice and without prejudice to the compensation for the greater damage suffered by the lessor. In the case of total loss of the boat in the spring and summer, the skipper of the vessel and the conductor in solid between their undertake now to pay the Lessor a charge equal to the rent for calculated from the date of the loss of the boat until the end of the summer season ( September 31) Without prejudice and without prejudice to the compensation for the greater damage suffered by the lessor.

**10. INSURANCE**

The insurance terms are all considered known from the conductor and the master, as put at its/their disposal, which conductor and/or Master with the subscription declares/no perfectly familiar with and accept them. The use of the boat rented will be effected in such a manner as to remain, in any case, covered by the insurance for it concluded. Are, in any case, a load of the conductor in solid with the Commander, the damages of any kind is not indemnified by the insurance and caused by fact or guilt - also indirect - of the same or of the crew. There are also a load of the conductor in solid with the Commander the reliefs and overdrafts. The conductor and the Commander are aware that the insurance by the Lessor do not cover, among other things, the loss or corruption of the things of the conductor and the crew, the depreciation, the writedowns, legal expenses, the earnings of the Lessor, all elements and then a load of the conductor in solid with the Captain.

The boat is delivered insured: 1) with a kasko policy, for the Mediterranean, up to the total loss; said policy has a deductible which is covered by the security of the Conductor; 2) with a third party liability insurance policy obligatory under the law, for damages involuntarily caused to third parties by navigation or storage in the water of the boat. In any case, the Conductor is responsible for damages of any kind not indemnifiable by the insurer due to the fact or fault of the Tenant and the deductible. In this regard, attention is drawn, in particular and without prejudice to all other cases set out in the insurance policy, on the limits of operation of the insurance when the unit and / or the service boat are left outside a port, without persons on board, in marine waters exposed to winds and wave motion for more than one quadrant: only damage limited to temporary storage, maximum daily and only during the day hours are covered.

**11. SECURITY**

The security, poured a warranty of any obligation to load - directly or indirectly - of the conductor of the Master and/or crew, will be returned to Conductor, without interest, after you found the lack of damage, damage, shortages of sort, breach of contract administrative obligations during the Lease Bareboat Charter. In the case of delivery of a check for the deposit, the conductor now allows that the lessor may submit it for the collection immediately after you have received.

**12. FEES FOR ASSISTANCE, RESCUE AND RECOVERY**

The compensation for recovery operations, trailer, rescue and any assistance and relief provided by the boat during the present contract will be divided into equal parts between Lessor and conductor, the expenses have been deducted and the shares of Lease Bareboat Charter not enjoyed. The Conductor and/or the Commander will be bound to all initiatives undertaken by the Lessor to achieve compensation for assistance or rescue.

**13. REFERENCE TO THE RULES OF LAW, JURISDICTION AND DISPUTES**

The contract is exclusively subject to Italian law, as far as they are not expressly stated in this agreement, reference is made to the legislation in force. In the case of translation of this agreement in any other language shall be deemed prevalent text in Italian language to interpretative purposes or in case of discrepancy. The conductor and the Commander, in the event of any dispute regarding the implementation and/or interpretation of this Agreement, shall elect hole exclusive territorial that where has its registered offices the Lessor.

**14. RIGHTS OF BROKERAGE**

This contract was negotiated by..... (Broker). The lessor and the conductor recognize, in agreement with the Broker, which the latter is a signatory of the contract only with regard to its activities and the exempt from any liability arising from the use of the rented boat. The rights of brokerage for the conclusion of this agreement shall be borne by the lessor. By means of the present contract, the landlord gives the Broker mandate to collect, for his account of the advance and the balance of the proceeds from the present location and to retain their own commissions. The Commission will be in every case in full due, after the payment of the advance payment, even if the present contract will have no effective execution.

**15. PROCESSING OF PERSONAL DATA**

In reference to the law of 31 December 1996 no. 675 on the protection of privacy, the conductor and/or Master expresses/ono their free and informed consent to the use and treatment by the lessor, and the staff employee and auxiliary of the personal data, in order to enforce the contract in order to fulfill the obligations of the law. The Conductor and/or Commander also express the consensus that the lessor may use electronic systems that allow the detection of the geographical position of the vessel and the parameters of navigation in real time or deferred.