



CHARTER AGREEMENT

Agreement number: _____
Date: ____ / ____ /2018

This CHARTER AGREEMENT is between the owner of the Vessel (sailing yacht MUMIN, registration number 6ª ST-4-6-16), hereinafter called OWNER and the person chartering the Vessel, hereinafter called CHARTERER.

OWNER

Dennis Hellöre; resident of Alcobendas (Madrid), Calle Dolores Ibarruri 16, portal 11, 4ºB; CIF X7039922J

CHARTERER

Name and Surname: _____
Address: _____
ID no./Passport: _____
Phone: _____

SKIPPER [] Tick the box if the Skipper is same person as the CHARTERER

Name and Surname: _____
Address: _____
ID no./Passport: _____
Phone: _____
Yachting certificate: _____ No.: _____ Date of issue: _____

VESSEL

Sailing yacht MUMIN, model Hallberg-Rassy 352, registration number 6ª ST-4-6-16

OTHER INFORMATION

Date of access to Vessel in Gandia: _____ Time: _____
Date of return of Vessel in Gandia: _____ Time: _____
Expected navigation area: _____
Number of persons on board: _____ (maximum 6 persons)

CHARTER FEE AND SERVICES AGREED

Charter fee for period defined by dates above: _____ euro
Other services _____ euro
TOTAL FEE AGREED (VAT included) _____ euro

NAME AND ID NUMBER OF ALL PEOPLE ON BOARD

Table with 2 columns: Name and Surname, ID number / Passport. Contains 4 empty rows for data entry.

The signature of this charter agreement by the OWNER and the CHARTERER implies the acceptance of the charter fee and the associated terms and conditions by both parties. The OWNER undertakes to make the Vessel available at the location, on the date and on the time specified, and in perfect physical and operative state, with the CHARTERER receiving the boat at the same location and time and promising to take care of it during the duration of the charter period and to return it at the place, date and time specified in the agreement.

The CHARTERER expressly declares having read, understood and accepts the terms and conditions of the charter detailed on the following pages, as well as assures possessing knowledge of general and local maritime regulations.

Signed in duplicate in Gandia on [date]

OWNER
Dennis Hellöre

CHARTERER

1. The CHARTERER affirms that the Skipper of the Vessel designated in this charter agreement possesses the equivalent required sailing yacht certification in Spain to manoeuvre the boat within the expected navigation area and will possess this certificate during the duration of this charter at the disposal of relevant authorities.
2. Dennis Hellöre is the OWNER of the Vessel described in the Charter Agreement.
3. This agreement is not valid until the OWNER has received the reservation payment being 30% of full charter fee, paid at the point of reservation, with remaining 70% paid 30 days before date of embarking. Before chartering the Vessel, the OWNER must have received the total charter fee agreed, including the corresponding deposit. The charter fee may be made by bank transfer to the account of the OWNER.
4. At the time of embarking the Vessel the CHARTERER pays a deposit of 1200 euros which will be returned at the moment this agreement ends and after the condition of the Vessel has been verified by the OWNER. The CHARTERER undertakes to return the Vessel to the OWNER with full fuel tanks or alternatively will pay the amount of fuel consumed plus an additional 50 euro for the refuelling service.
5. The OWNER agrees to provide the Vessel in perfect working order and cleanliness at the location, on the date and on the time specified. In the event that, due to force majeure, among which may be a fault with the Vessel, it cannot be made available, the CHARTERER agrees to inform the OWNER immediately, as well as to put all means possible to solve the problem. In the event that the agreed conditions cannot be fulfilled, the CHARTERER may request termination of this agreement and reimbursement of fees paid up to the date not being able to make use of the Vessel. The CHARTERER agrees not to make any additional claims.
6. The CHARTERER agrees to use the Vessel as if it was his own property, according to norms of a good seafarer, and to respect current legality. The CHARTERER is obliged to maintain the Vessel and its inventory in good condition. The CHARTERER may not exceed the authorized maximum number of persons on board. The Vessel is for recreational use only, and may not be used for commercial or lucrative purposes, or subleasing.
7. The CHARTERER agrees not to participate with the Vessel in any race or competition. The Vessel must only sail within Spanish jurisdictional waters and subject to the limitations of Navigation Zone 2 (the area between the coast and the parallel line 60 miles out at sea).
8. The CHARTERER agrees not to leave the Vessel moored or anchored, without any person on board, in an anchorage or in unprotected waters where mooring fees do not apply. THIS CIRCUMSTANCE IS EXCLUDED FROM THE INCURANCE COVERAGE OF THE VESSEL.
9. The CHARTERER agrees not to handle the Vessel under the influence of alcoholic beverages, toxic or narcotic drugs, or to ship illegal weapons or substances. THIS CIRCUMSTANCE IS EXCLUDED FROM THE INSURANCE COVERAGE OF THE VESSEL.
10. The Vessel is insured by the Pantaenus insurance company including coverage for the Vessel itself (policy number: 31227877-11), personal accident (31227879-11) and third-party liability (31227878-11) with limitations specified in the terms and conditions of respective policies.
11. The CHARTERER will immediately inform the OWNER of any accident, sinister, damage or incident regardless its nature. If he cannot do so and the incident requires immediate action, he will do what is recommended at the time in line with best seafarer practices, taking into account the safety of the people on board the Vessel. In case of accident, a written report should be completed detailing the causes, circumstances and consequences of the accident, as well as the name, surname and address of the originator if he is known, as well as of any witness or injured people in case they are known. Any fortuitous, spontaneous, external or violent event will be considered an accident.
In case the CHARTERER agrees to repair damage, an invoice in the name of the OWNER must be requested so that the OWNER can reimburse the amount. If the damage is not due to misuse of the Vessel made by the CHARTERER, and cannot be solved during the charter period, the OWNER will return to the CHARTERER the proportional part of the period not enjoyed, without the CHARTERER making any additional claim for damages.
12. The deposit received by the OWNER on embarking the Vessel serves to respond to any damage, loss, robbery or theft of any object not covered by the insurance company, or delay in returning the Vessel. However, if the value resulting from any of the above cases exceeds the deposit the CHARTERER is obliged to pay the difference. The deposit will be returned to the CHARTERER once the condition of the boat and its inventory has been checked and eventual repair made.
13. The CHARTERER must take special care when operating the toilet to avoid any obstruction or malfunction. It is prohibited to throw toilet paper, sanitary towels, cotton, tissue or paper towels and any other elements that could clog the system. Any failure to comply with these rules producing any kind of clogging of the toilet during the charter period, the CHARTERER is liable for 200 euro in damages caused. If such payment is not made, the OWNER may deduct this amount from the deposit or charge it from the CHARTERER's credit card.

14. In the event that the CHARTERER wishes to extend the charter period, this may be done with the prior consent of the OWNER upon agreeing new conditions for the extension period. A delay in returning the Vessel on the day and time specified in the agreement have a penalty of 50 euro per delayed hour and will be paid by the CHARTERER to the OWNER. In case the yacht is left in a different location than the agreed, the CHARTERER is liable for all expenses, damages and losses this may causes the OWNER.

15. If children are taken on board, this must be communicated to the OWNER in due time to replace adult lifejackets with suitable junior sizes.

16. At the specified time and date of return of the Vessel, the CHARTERER must ensure the crew and their belongings have been taken ashore, leaving the Vessel ready for review by the OWNER. Both parties will proceed to sign the review documentation agreeing on any repairs that may exist. In the case of discrepancies, the OWNER will retain the deposit until the matter is resolved.

17. Should this agreement be cancelled for any cause attributed to the CHARTERER, the cancellation fee is the total fee paid until the date of cancellation. In case the yacht can be rented to a third party during the period reserved by the CHARTERER, the fee paid will be refunded less a 30% penalty charge.

18. At the time of embarking, an inventory list will be provided to the CHARTERER reflecting the equipment included in chartering the Vessel. The inventory list form part of this charter agreement and is included as an annex, signed by both parties for verification and acceptance. Subsequently at the time of disembarking, the inventory will be reviewed again and any loss, damage or deterioration due to misuse will be compensated from the deposit.

19. In case of non-compliance with the rules established by the maritime and/or customs authorities, the responsible party will be the Skipper of the Vessel and subsequently the CHARTERER, releasing the OWNER from any liability. If for reasons attributable to the CHARTERER, to the Skipper or to the crew, the boat is retained or sealed by any authority and therefore cannot be returned to the OWNER on the time and date stated in this agreement, the fee the CHARTERER must pay to the OWNER for delay is specified in paragraph 14. Any fine or sanction caused by the CHARTERER and related to the use of the Vessel during the charter period shall be paid by the CHARTERER.

20. The intervening parties agree that any dispute, discrepancy, question or claim resulting from the execution or interpretation of this charter agreement or related to the fees specified therein, shall finally be settled by arbitration within the framework of the Arbitration Court of Valencia and the Official Chamber of Commerce, which is entrusted with the administration of arbitration and the appointment of arbitrators, in accordance with its regulations and bylaws. The parties also expressly state their commitment to comply with the arbitration award that is issued.

The CHARTERER agrees that personal data provided is integrated by the OWNER in automated files with the limits provided in the legislation on data protection in Spain. The data may be processed in an automated manner and kept in accordance with the terms of the law, while the CHARTERER have the right of access to the data and, if applicable, request its rectification or cancellation.

OWNER
Dennis Hellöre

CHARTERER