

YACHT CHARTER CONTRACT (LEASE)

SAILING.IT Srl registered office 127 Faentina, Ravenna, VAT Registration Number 01482590393, Registered with the Rimini R.S.I.D., harbour office 26, Via Rismondo, Marina di Ravenna (48023) tel +39 0544 538870, fax +39 0544 537053, hereinafter referred to as "the Lessor",

HEREBY LEASES to the LESSEE,

Mr..	Date of Birth	Place of Birth
address		Tax No.
identity document type	No.	
Tel.	fax	
No. of roaming-enabled mobile phone on the leased vessel		

UNDER THE COMMAND OF

(if the Lessee and the Master are the same person, only complete the boxes for details of the Master's licence and RTF certificate)

The Master: Mr..	Date of Birth	Place of Birth
address		Tax No.
Master's licence n	issued by	valid until
<input type="checkbox"/> valid for navigation beyond the Six-mile limit; <input type="checkbox"/> valid for navigation within the Six-mile limit		
RTF certificate No.	issued by	

(WHO ACKNOWLEDGE(S) THE LEASE, DECLARING THE SAME SUITED TO HIS/THEIR REQUIREMENTS)

the pleasure vessel with sails and auxiliary engine model _____ year ____ name " _____ ", Italian registration No _____ authorised for sailing beyond the Six-mile Coastal Limit, hereinafter referred to as "the Yacht", with a minimum crew of **one** person and a maximum of ____ people on board, seaworthy in all respects and equipped as described in detail in the Delivery Statement. This lease is for ____ (____) days and is not renewable; it is granted on the general lease conditions which, having been negotiated for this particular occasion, are the conditions desired and accordingly accepted by the parties, and which form an integral and inseparable part hereof. The Yacht shall be handed over to the Lessee at the port of Marina di Ravenna on <date> _____ at <time> _____, and shall be available until <time> _____ on that day. The Yacht must be handed back to the Lessor moored in the port of Marina di Ravenna on <date> _____ at <time> _____. The Yacht may only be used within the boundaries which shall be specified in writing with the Master upon signing the lease, failing which the Yacht may only be used in Italian waters. The choice and/or replacement of the Master is conditional on acceptance thereof by the Lessor.

The all-in payment for the lease is € _____ (<amount in words> _____/00) including VAT. The Lessee shall deposit the amount of € _____,00 (_____/00) upon embarkation, as an advance on the final balance.

The Lessee is not permitted to sub-let the Yacht, nor to transfer the rights arising from this lease to any other person. Any costs of registering this lease, and all other expenses whatsoever, shall be borne by the party occasioning the expense.

Cautionary deposit to be paid in cash upon embarkation: € _____,00 (Euro _____/00).

The amount of this cautionary deposit has been determined and negotiated taking into account, among other things, the explicit negotiation of the individual clauses in the general lease conditions.

If the Yacht is returned with less than a full tank of diesel, the Lessee shall pay a penalty charge of €200.00 in addition to the price of the fuel. Higher penalties shall apply in the event of late return.

The Lessee/Master expressly undertake(s), each on his own sole responsibility, to use the leased vessel only within the territorial waters of countries outside the European Union for the entire duration of the lease, except for the strictly necessary crossing from Marina di Ravenna and back: YES NO

Ravenna, <date>

For the Lessor Sailing.it Srl

The Lessee

The Master

GENERAL CONDITIONS OF LEASE

The following general conditions are an integral and inseparable part of the lease, and are fully and willingly accepted having been specifically negotiated and signed. For the purposes of Civil Code Art. 1469ter (last subpara.), each individual clause has been the object of explicit and specific negotiation without any reservation now or in the future; the clauses together govern the whole of the relationship between the company SAILING.IT Srl, registered office 127, Via Faentina Ravenna, harbour office 26/a Via Rismondo, Marina di Ravenna (tel. +39 0544 538870, fax +39 0544 537053), hereinafter referred to as "the Lessor", and the person (hereinafter referred to as "the Lessee") who uses the leased vessel(s) and is identified in the lease itself. For the purposes of interpreting this lease, "crew" shall mean any person whatsoever present on board the Yacht for any motive or reason whatsoever.

1. PAYMENTS

The Lessee undertakes to pay the Lessor all amounts due, by the agreed deadlines. Failure to pay any amount when due shall have the effect of terminating the lease and entitling the Lessor to retain all payments received, without prejudice to any claim for further damages.

accepted by the Lessee and/or Master following specific negotiation; **not accepted.**

2. DELIVERY

The Lessor shall hand over the Yacht on the day and at the time established in this lease, in a seaworthy condition, with its appendages and complete with accessories, equipment and safety gear, together with the documents needed for taking to sea and properly insured with a civil liability (third party) policy and a collision damage policy for total or partial loss: the following are not covered by the policies, and the Lessee and the Master are therefore jointly and severally liable for them: loss of earnings, excesses and unsecured elements, depreciation, legal costs, administrative penalties and all other matters not expressly covered by the policies. The Lessor shall provide the Lessee with a complete inventory which the Lessee shall sign to confirm that he has received the Yacht complete with all regulation accessories and other equipment required to make it fully seaworthy. No subsequent objections will be entertained. The time required for the Lessor or his agent to explain to the Lessee how to use the Yacht counts as part of the lease period.

If the Lessor cannot deliver the leased vessel for any reason whatsoever, he may deliver another with a similar specification within 48 hours, and shall reimburse the Lessee for the corresponding days' of lease foregone. If the delay proves greater than 48 hours for causes beyond the Lessor's control, the Lessee shall have the option of confirming the lease with an entitlement to a refund for the amount not used, or giving up the lease and claiming a full refund with interest, but no right to compensation for damages. The decision to give up the lease must be notified to the Lessor in writing within 24 hours, and the lease shall be deemed to have been terminated thereby.

The Lessor declines all liability for delays in departure or interruptions of the cruise due to adverse weather or orders made by the shipping authorities.

If the Lessee does not present himself to take delivery of the leased vessel promptly by the time indicated in the lease, he shall be liable for a penalty of €50 for every hour or part thereof beyond the agreed time. The Lessor shall in any case be entitled to terminate the lease in the event of 6 (six) hours or more of such delay, with the same consequences as prescribed in Art. 1 for the case of late payment by the Lessee. The Lessee is in any case obliged to notify the Lessor by telephone of any delay.

The Lessee may, on taking delivery of the Yacht (check-in), verify by his own means and at his own expense that the Yacht is complete in all particulars including accessories and/or appendages, above and below the waterline, and may insist on a formal record of this, signed also by the Lessor, whose agent shall be on hand for the purpose.

accepted by the Lessee and/or Master following specific negotiation; **not accepted.**

3. RETURN AND COMPLIANCE WITH CONDITIONS

The Lessee and the Master hereby undertake to return the Yacht promptly by the deadline and at the port agreed beforehand, unencumbered by any obligation contracted during the lease period, and in the physical condition in which he took it over, clean and seaworthy in all respects, water tanks empty, fuel and lubricants full, with the same characteristics, suitable for the same purpose, and accompanied by the accessories, equipment, inventory and documents as received from the Lessor.

If the Yacht is not returned with the fuel tank full to the maximum, the Lessee shall pay a penalty of €200 in addition to the cost of the missing fuel.

The itinerary of the cruise must be planned in such a way as to enable the Yacht to be returned by the agreed deadline, taking into account any adverse weather forecasts.

If the Yacht is not returned by the time and/or in the manner established above, then for every day or part thereof a penalty shall be payable, of 100% of the daily rental according to the Lessor's price list, in addition to the daily rental itself. The Lessor's price list shall be used in calculating the combined penalty and daily rental, and the Master and the Lessee hereby declare that they are familiar with and accept that list. Payment of the penalty shall not prejudice claims for further losses which the Lessor may incur by being forced to hand the Yacht over to the next user late or not at all.

Any time needed to bring the Yacht back to the check-in port, if the Lessee interrupts or ends the cruise at a different port from that stated in the lease, shall also count as part of the Lessee's lateness in returning it. The cost of transporting or transferring the Yacht to the port of return shall be borne by the Lessee. The parties hereby agree that the Lessee must under no circumstances return the Yacht more than five days late without the Lessor's written authorisation. The Lessee declares that he is aware that to do so would constitute unauthorised detention of the leased vessel and as such involve him in the offence of unlawful appropriation.

accepted by the Lessee and/or Master following specific negotiation; **not accepted.**

4. CANCELLATION OR INTERRUPTION

If the Lessee wishes to cancel the lease, he must inform the Lessor in good time, and the Lessor shall be entitled to demand or retain: a) the deposit, if notice is given before the date set for payment of the balance; b) the deposit and the balance, if notice is given during the 30 days prior to the departure date. Nevertheless if the Lessor then leases the Yacht to another lessee for the same period of time and on terms no less advantageous than those agreed here, he shall refund these payments received from the Lessee, retaining an amount equal to his costs (including commission) incurred in making this lease and its subsequent replacement.

If the Lessee interrupts the voyage voluntarily he shall not be entitled to any refund, being obliged to compensate the Lessor for any expenses caused by the early return.

accepted by the Lessee and/or Master following specific negotiation; **not accepted.**

5. RUNNING COSTS

The Lessee shall bear the costs relating to ordinary maintenance and use of the Yacht, including consumption of materials, for the lease period, and in particular fuel, lubricating oil, water, electricity, cleaning inside and out, harbour dues, customs duty, fees for anchorage and mooring in public or private harbours, and the costs resulting from the use of the on-board radiotelephone apparatus as well as any fines or other administrative penalties. Those expenses whose amount is not yet known at the end of the lease must be paid by the Lessee in accordance with an estimate made by the Lessor at his entire discretion, and also any costs subsequently documented in excess of that estimate. During the period of the lease any expenses that cannot be put off in relation to repairs made necessary by events beyond the Lessee's control or due to wear and tear of the Yacht in normal use in accordance with the agreement, shall be paid by the Lessee in the first instance and refunded at the end of the lease, provided the Lessor's written authorisation has been given and on production of VAT receipts for the expenses incurred and evidence of the urgency, amount and necessity of the work carried out.

accepted by the Lessee and/or Master following specific negotiation; **not accepted.**

The Lessee

The Master

6. AGREED USE: LIMITS AND PROHIBITIONS

The Lessee and the Master hereby undertake to use the Yacht with particular care, in accordance with its technical characteristics, for leisure purposes only and in strict compliance with laws and regulations, in accordance with the agreed manner of use and handling, only using safe and proper harbours and approaches where the Yacht is able to enter, remain and leave in complete security (afloat at all times); they further undertake not to use it for the transport of goods or passengers or for any type of business whatsoever. They undertake, on their own personal responsibility, to ensure that all the crew use the Yacht in the same way.

The Lessee and/or the Master undertake moreover: **a)** to respect the minimum number of crew (all of whom must at all times be suitable and properly prepared for sailing), and the maximum number of people that may be carried (these numbers are given in the on-board documentation with whose contents the Lessee in signing this lease expressly declares himself familiar); **b)** to use the Yacht only within the area specified in this lease, and not to leave Italian territorial waters without the Lessor's written authorisation and in any case not unless this is provided for in the lease; **c)** to obtain the written consent of Lessor or his agent before taking part in any race, regatta or boating competition of any kind; **d)** neither to request a tow from nor to tow other vessels except in absolute emergencies; **e)** to comply meticulously with the laws of Italy and those of any other host country, regulations concerning customs declarations, orders of port authorities, customs authorities or health authorities, and regulations concerning fishing, including underwater fishing; **f)** to heed port authorities' sailing bans imposed for any reason whatsoever; and to undertake not to leave port, or if at sea to regain the nearest port or sufficiently safe anchorage without delay, if sea or wind conditions are – or are forecast to become – more severe than **force 5 (five)** or if the state of the Yacht and/or crew are such as to compromise safety; **g)** to moor the Yacht in a safe position offshore and never leave it unsupervised or unattended; **h)** not to give practical sailing lessons; **i)** not to keep any animal on board; **l)** to enter port arrivals and departures, weather conditions, engine running times, losses, repairs, etc. in the daily log; **m)** not to sail in areas rendered hazardous by reason of war, hostilities, military operations, revolutions, or civil disturbances, nor in areas where navigation is forbidden, bearing in mind that the insurance does not cover such cases; **n)** to keep no weapons and/or narcotics on board, even for personal use; **o)** to get the weather forecasts more than once a day; **p)** to use the Yacht and its accessories and equipment with the greatest possible care, in accordance with its technical characteristics and with the greatest prudence; **q)** without prejudice to all the above provisions, to notify the Lessor immediately by any possible means of any damage, delay, accident or other circumstance liable to harm people, the Yacht and or the Lessor's interests.

The Lessee undertakes at his sole expense to keep on board a properly working GSM mobile phone, switched on and enabled for international roaming at all times, the number of which must be given to the Lessor and will be used by him in the event of any need to contact persons on the Yacht.

accepted by the Lessee and/or Master following specific negotiation; **not accepted.**

7. COMMAND OF THE YACHT

If the Lessee himself does not have a Master's licence sufficient for the planned voyage, he must give the name of the person who is to command the Yacht, who shall also sign this lease, undertaking all the explicit and implicit obligations and responsibilities arising therefrom. The Lessor or his agent shall be entitled to require proof of the Master's qualifications to command the Yacht, which must be valid for Italy. If the Lessor or his agent does not, at his entire discretion, consider the Master's knowledge and ability sufficient for the command of the type of vessel leased, or for the safety of the people and/or of the Yacht, the Lessee may be required to procure the presence on board of a Master approved by the Lessor, at the Lessee's expense; if the Lessee refuses, the lease shall automatically be deemed to have been terminated and the Lessor shall be entitled to retain all moneys received.

In cases where the Lessor nominates a master approved by him, that master has no direct or indirect relationship and/or bond with the Lessor in respect of the command of the Yacht; the Lessor in fact does no more than indicate a person as having the proper qualifications to command the Yacht. The Lessee must himself pay the indicated master directly, according to such agreements as Lessee and master may make between them, in which agreements the Lessor has no part whatsoever.

accepted by the Lessee and/or Master following specific negotiation; **not accepted.**

8. LESSEE'S AND MASTER'S OBLIGATIONS AND RESPONSIBILITIES

Without prejudice to any other provision of this lease, the Lessee and the Master shall be jointly and severally responsible for any breach of this lease, and undertake to indemnify the Lessor in respect of all claims for loss arising therefrom, including loss of earnings, claimed by any person on the grounds of any circumstance whatsoever arising during the period of the lease or as a consequence thereof.

The Lessee and the Master shall moreover be responsible jointly and severally with the whole crew for any injury, damage or loss caused by crew members to themselves, each other, the Lessor or third parties.

The Lessee and the Master shall in any case be jointly and severally responsible for loss, injury or damage of any kind whatsoever which is not covered by the insurance and/or for which compensation is not payable thereunder.

accepted by the Lessee and/or Master following specific negotiation; **not accepted.**

9. LOSS, DAMAGE, ACCIDENTS, REPAIRS

The Lessee and the Master shall notify the Lessor of all repairs, incidents, damage or accidents without delay, by sending a detailed written report not more than 24 hours after their occurrence, by fax or other means. The Lessee and/or Master may only continue the voyage if to do so will not involve aggravating the harm done, nor endangering people or the Yacht. The Master is fully aware that the Navigation Code provides for the arrest of any person putting to sea in a vessel that is not seaworthy. Where the Navigation Code so provides, the Master undertakes to report any incident immediately upon reaching port, and in any case within 24 hours.

If through no direct or indirect fault of the Lessee the Yacht sustains damage or any other hindrance whatsoever which makes its reasonable use impossible for a period exceeding 48 hours beyond the time in which remedial action would have been possible if in Italian waters, or 72 hours if in foreign waters, the Lessor shall be obliged to refund the daily rental for each unused day, but neither the Lessee nor the crew shall be entitled to any further damages. If the time taken to effect repairs exceeds 96 hours then the Lessee shall be entitled to cancel the lease with effect from the time at which the damage was first observed and to receive a refund of the daily rental for each unused day, but shall be entitled to no further damages. Insofar as is compatible with the Lessor's organisational requirements, and at the Lessor's sole discretion, the Lessee may be allowed to extend the lease period beyond the original expiry in order to make up for the lost days.

The Lessee and/or the Master shall compensate the Lessor, in the event of any repairs made necessary directly or indirectly through the fault of either of them, for the time beyond the expiry of the lease that is required to complete such repairs; if the leased vessel is returned in a damaged state, the excess time needed for repairing such damage shall be treated as a delay in returning the Yacht. The Lessor's price list shall be used to determine the total amount of such compensation, and the Master and the Lessee accordingly declare that they are familiar with and accept that list. A penalty of 100% of such compensation will also apply, without prejudice to any claim the Lessor may make for damages in excess of this amount.

In the event of total loss of the Yacht during spring or summer, the Master and the Lessee hereby jointly and severally undertake to pay the Lessor a penalty equal to the rental calculated from the date of loss of the Yacht up to the end of the summer season (30 September), without prejudice to any claim the Lessor may make for damages in excess of this amount.

accepted by the Lessee and/or Master following specific negotiation; **not accepted.**

10. INSURANCE

The Lessee and the Master are deemed to be familiar with the terms of the insurance policy; these terms have been made available to them/him, and in signing this lease they/he declare(s) that the said terms are known to and accepted by them/him. The leased Yacht must be used in such a way that it remains covered by the agreed policy at all times.

The Lessee and the Master shall in any case be jointly and severally liable for losses of any kind whatsoever that are not covered by the insurance and are caused directly or indirectly by their action or fault or that of the crew. The Lessee and the Master shall also be jointly and severally liable for the policy excesses and unsecured elements.

The Lessee and the Master are aware that the insurance policies taken out by the Lessor do not cover (among other things) loss of or damage to the property of the Lessee or the crew, or depreciation, loss of value, legal costs, or the Lessor's loss of earnings; for all these elements, accordingly, the Lessee shall be liable jointly and severally with the Master.

accepted by the Lessee and/or Master following specific negotiation; **not accepted.**

The Lessee

The Master

11. CAUTIONARY DEPOSIT

The cautionary deposit, which is paid to guarantee all amounts directly or indirectly payable by the Lessee, the Master and/or the crew, shall be refunded to the Lessee, without interest, once it has been established that there have been no losses, damage, shortfalls of any kind, breaches of contract, administrative offences or obligations contracted during the lease, which will probably be fifteen days after the return of the Yacht. Where a cheque is used to pay the cautionary deposit, the Lessee hereby consents to its presentation by the Lessor immediately on its receipt.

If the Lessee leaves a vehicle in gratuitous bailment to the Lessor as deposit, the Lessee unconditionally accepts that the Lessor is not responsible for any loss of or damage to it, nor for anything in the vehicle. The Lessee further accepts that the vehicle is not guarded and may be parked on the public road. In so leaving his vehicle in the Lessor's keeping, the Lessee hereby agrees that the Lessor may exercise the right to retain it.

accepted by the Lessee and/or Master following specific negotiation; **not accepted.**

12. COMPENSATION FOR SUPPORT, SALVAGE AND RECOVERY

Compensation payable for recovery, towing, or salvage or for any support or assistance operation whatsoever provided by the Yacht during this lease shall be divided equally between the Lessor and the Lessee, after deduction of expenses and the portion of the lease unused in consequence. The Lessee and/or the Master shall be bound by any action undertaken by the Lessor with a view to obtaining compensation for support or salvage.

accepted by the Lessee and/or Master following specific negotiation; **not accepted.**

13. REFERENCE TO PROVISIONS OF THE LAW; JURISDICTION AND DISPUTES

The lease is subject to Italian law exclusively, and any matter not expressly provided for herein shall be determined in accordance with the law as it stands at the time. If a translation of this lease is made into another language, the Italian text shall prevail for the purposes of interpretation or in the event of any discrepancy.

The Lessee and the Master hereby elect the Court of Ravenna as having sole jurisdiction for any dispute whatsoever concerning the execution and/or interpretation of this lease.

accepted by the Lessee and/or Master following specific negotiation; **not accepted.**

14. BROKER'S COMMISSION

This lease has been negotiated through (Broker).

The Lessor and the Lessee hereby recognise, in agreement with the Broker, that the Broker is a signatory to the lease only insofar as his own business is concerned, and they hereby relieve him of all liability arising from the use of the leased vessel.

The broker's commission for negotiating this lease is to be paid by the Lessor. In signing this lease, the Lessor grants the Broker his authority to receive the deposit and the balance of the amount due for the lease on his behalf and to retain his own commission therefrom. That commission shall in any event be due if full upon payment of the deposit, even if the lease contract is not in fact executed in full.

accepted by the Lessee and/or Master following specific negotiation; **not accepted.**

15. HANDLING OF PERSONAL DATA

For the purposes of the Italian Privacy Act, Law No. 675 of 31 December 1996, the Lessee and/or the Master hereby give(s) their/his free and informed consent to the use and handling by the Lessor, his staff and agents, of their/his personal data for the purpose of carrying out the lease in accordance with legal obligations. The Lessee and/or Master moreover give(s) their/his consent for the Lessor to use electronic systems that may reveal the Yacht's geographical position and details of its course, in real time or not.

accepted by the Lessee and/or Master following specific negotiation; **not accepted.**

Ravenna, <date>/...../.....

The understand have negotiated and now explicitly accept these terms

The Lessee

The Master

For the purposes of Civil Code Arts. 1341 and 1342, the undersigned declare that they have received a copy of this lease and its general conditions, that they have read the same carefully and have understood and accepted each and all of its contents and wholeheartedly agree to all the terms contained herein, and in particular the clauses, or parts thereof, providing for limitations of liability, entitlement to terminate the lease or suspend its operation; loss of entitlement, restrictions on the right to make objections, restrictions on the freedom to enter into contracts with others; tacit renewal of the lease, derogation from individual courts' territorial competence; and more specifically the clauses - or parts thereof numbered: 1 Payments; 2 Delivery; 3 Return And Compliance With Conditions; 4 Cancellation Or Interruption; 5 Running Costs; 6 Agreed Use, Limits And Prohibitions; 7 Command Of The Yacht; 8 Lessee's And Master's Obligations And Responsibilities; 9 Loss, Damage, Accidents, Repairs; 10 Insurance; 11 Cautionary Deposit; 12 Compensation For Support, Salvage And Recovery; 13 Reference To Provisions Of The Law; Jurisdiction And Disputes; 14 Broker's Commission; 15 Handling Of Personal Data.

For the purposes of Civil Code Art. 1469ter, if the Lessee and/or the Master qualifies as a "consumer", they/he hereby expressly declare(s), relieving the Lessor of all further burden of proof, that the oppressive clauses included in these general lease conditions as stated above have all been specifically and individually negotiated, and are accordingly understood and accepted individually provided the corresponding box marked "accepted" has been marked; if on the other hand the corresponding box marked "not accepted" is marked then they to be taken as not intended and of no effect; alternatively, they shall be accepted only in respect of those parts which have been underlined. This provision is necessary only in the case of purchasers who are regarded as "consumers" under Art.1469bis of the Civil Code.

Explicitly understood, negotiated, accepted and copy received.

The Lessee

The Master

For the Lessor, Sailing.it Srl