



CHARTER AGREEMENT

Yacht name:

Type:

Year:

Length: mt

Width: mt

Minimum number of persons on board for sailing: two

Maximum number of persons on board:

SIGNED BETWEEN

the charter company: **Magia Charter S.r.l, Via Galvani 24 – 59100 Prato**

P.iva: 02605670971 e C.F. 02605670971

the client/charterer:

name and surname:

born in:

resident in :

ID Card no.

the skipper:

name and surname

born in

Resident in

nautical license no. issued by

CHARTER CONDITIONS

Charter period: from _____ hours 18:00 to _____ hours 09:00, returning to base within hours 18:00 of _____.

Boarding/landing port: **Marina di Punta Ala**

Navigation area: Tyrrhenian Sea - Ligurian Sea, planned itinerary subject to reconfirmation and possible changes - Elba - Capraia - Macinaggio - Centuri - St. Florent -.

PAYMENTS

Total charter amount € _____ paid as follows:

- advance payment € _____ on
- last payment € _____ on

The client shall pay a deposit, on site and prior to boarding, of _____ EUR.

The deposit will be refunded to the client without interest, on return of the yacht after the charter company has checked the yacht for any damage which may have been caused during the charter. Any amounts withheld shall be duly motivated and documented.

1. AGREEMENT

The charter company agrees to charter the above-described yacht to the client and shall not make any other charter agreements for the same yacht for the same period. The client agrees to charter the yacht and pay the security deposit and amounts due in compliance with the terms of this contract.

2. BREACH OF PAYMENT TERMS

The charter will be cancelled if the advance payment is not made according to the terms stated herein.

If the advance payment of 40% of the amount agreed is not paid in the agreed terms, the charter company will be authorised to cancel the charter, simply by issuing a written notice to the client of cancellation by default.

If the final 60% of the amount agreed is not paid in the agreed terms, the charter company will be authorised to cancel the charter, by issuing a written notice to the client of cancellation by default, and the charter company shall be authorised to withhold any amounts already received.

3. DELIVERY

The charter company shall deliver the yacht to the charterer on the date agreed in this contract in the same conditions in which it received it from the owner, with all documentation and safety equipment compliant, intact and in good working order, as it was delivered, clean, in good condition, with all equipment working correctly and refuelled.

If the client decides to take delivery of the yacht in a port other than the usual base of the yacht, if the charter company so agrees, the transfer of the yacht will be charged to the client and the charter will in any case begin on the date stated in the booking and at the base port of the yacht.

4. DELAYED DELIVERY

If, for any reason other than force majeure, the charter company cannot make the yacht available to the client in the agreed terms, the charter company will be authorised to replace the yacht with another of similar characteristics and will refund the client for any delay, based on the daily charter cost.

If the delayed delivery exceeds one third of the charter period, the client shall be authorised to withdraw from the charter, giving written notice to the charter company and the client will be refunded all amounts paid until such time.

The charter will start at the time of actual delivery of the yacht, however no extension to the charter period will be permitted, unless authorised by the charter company.

In the event of the delayed delivery being caused by force majeure and if the charter is therefore cancelled by the charter company for reasons beyond its own responsibility, the charter company will refund the amounts paid by the client without interest, and no amounts will be due for compensation.

5. INVENTORY

Before the delivery and return of the yacht, the charter company (or its representative) and the client will sign a declaration concerning the presence and condition of all fittings, furnishings, assemblies, and equipment on board the yacht. The yacht will be delivered with full fuel and water tanks and must be returned in the same condition. The charter company will check and compensate any shortfalls and/or breakages on the return of the yacht.

6. USE OF THE YACHT

The client shall use the yacht diligently and shall use it exclusively for recreational purposes, within the navigation area indicated on page 1 of this contract, in safe areas where the yacht can enter and be anchored securely. The client shall adjust and control the sails in full safety, always in compliance with the technical characteristics indicated in the yacht sailing authorisation. Under no circumstances will any navigation areas covered by the contract include countries at war or affected by civil unrest. In particular, the client shall never carry passengers or goods of any kind for commercial purposes, nor shall he carry or keep on board illegal drugs (even for personal use), weapons or any other goods the possession and/or holding of which is prohibited in the countries within the navigation area. Moreover, the client shall comply with the minimum number of persons who must be on board and shall not leave the mooring if sailing is prohibited by the competent authorities and/or when the weather and sea conditions and/or the state of the yacht could compromise the safety of the Yacht and/or that of the persons on board the yacht. Unless otherwise authorised in writing by the charter company, the yacht shall not be used in regattas or other contests and will not be used for hazardous water sports which

could compromise the safety and integrity of the yacht. No animals may be taken or kept on board by the client or any other person without the express consent of the charter company.

7. DOCUMENTS

The charter company shall check that all persons on board the yacht at the start of the charter period are in possession of any required passports, documents, and visas.

8. RESPONSIBILITY FOR CHILDREN

The client is fully responsible for the safety and conduct of any children on board.

9. HEALTH

On signature of this contract, the client guarantees the medical fitness of his guests and the skipper prior to boarding and declares that they all have the required visas and vaccinations for any countries visited while on the yacht.

10. RETURNING THE YACHT

On conclusion of the charter period, the client shall return the yacht to the charter company at the base port, by the date indicated in the contract, in the good condition it was in on delivery, except for any breakages justified by wear and tear following normal use. In the event of damage to furnishings, assemblies, and equipment on the yacht, prior to landing the client shall refund the charter company for any damage caused, having checked and jointly agreed the number, extent and relative documented costs.

The client may return the yacht to the base port and land prior to the end of the charter period, but any return shall not authorise the client to demand any, even partial, refund of the charter.

If the client delays the return of the yacht, the charter cost shall be increased by 10% for each day (or fraction thereof over four hours) until actual return, unless the delayed return is due to force majeure, in which case no amount shall be due by the client to the charter company.

If the client delays the return of the yacht by over 24 hours, unless the delayed return is due to force majeure, in which case no amount shall be due by the client to the charter company, the client shall also be liable and shall indemnify the charter company for all damages which the charter company shall in turn be required to indemnify, and for the losses or damages the charter company suffered due to not having access to the yacht and/or the cancellation of a subsequent charter or the delay in delivery to the next user of the yacht.

If the client decides to interrupt or end the cruise in a port other than that indicated in this contract, the whole period required to return the yacht to the original return port beyond the charter period indicated in this contract shall be considered a delay.

The cost of transport or transfer of the yacht to the base port shall be charged to the client.

For weekly charter periods, the yacht must be returned to the base port by Friday evening at 17:00, as the boarding time of the following charter is Saturday morning by 8.30 hrs.

11. CANCELLATION

If at any time prior to the start of the charter period, the client cannot, due to either force majeure or his own will, charter the yacht, he shall immediately notify the charter company in writing. In this case the charter company will be authorised to withhold all amounts already received.

12. BAD WEATHER CONDITIONS

The charter company shall not be responsible for the fact that bad weather conditions or orders issued by the port authority delay the departure of the yacht or interrupt its journey: the charter shall be deemed effective even if the yacht cannot set sail for many days.

13. MAINTENANCE

The charter company shall ensure all repairs required because of force majeure, wear and tear due to normal use of the yacht, and those deriving from hidden defects in the yacht and its components. The client shall be responsible for ordinary maintenance to return the yacht in the same conditions of efficiency and nautical quality in which it was delivered. Where urgent and necessary, the client may directly carry out repairs with the written authorisation of the charter company, which will refund the cost of the repairs to the client.

14. TRAVEL COSTS

The client shall bear the costs of the use and consumption of the yacht for the charter period, and in particular for refuelling, lubricant oils, water, electricity, port fees and duties, mooring and anchoring costs, local taxes, piloting costs.

15. SKIPPER OF THE YACHT

The choice of the skipper must be approved by the charter company. The charter company or its representative shall be authorised to ask the proposed skipper to prove his qualifications for commanding the yacht. If the

proposed skipper's knowledge and licence are NOT considered sufficient for the type of yacht, the charter company or its representative may ask the client to replace the skipper.

16. FUNCTIONS OF THE SKIPPER

The skipper must pay particular attention to the maritime authorities when they prohibit sailing for any reason (bad weather conditions, hazards in the area, etc.). If the yacht is anchored close to the coast, the skipper must ensure that the yacht is never left unsupervised and that there is sufficient respect for the surroundings and the place.

The skipper, client and guests shall comply with all laws in force in the countries visited, including those concerning customs bills, fishing, and scuba fishing regulations.

The skipper shall inform the charter company or its representative of all accidents, damages and anomalies that may occur on the yacht.

17. INSURANCE

The charter company expressly ensures the yacht for the whole charter period under its own responsibility and at its own cost, against all navigation risks, Civil Liability, Passengers, Full-Comprehensive Cover, so the client is held harmless of all liability for any incident or damage to the yacht or third parties. The charter company will also take out a separate insurance policy covering civil liability deriving from the use of the yacht during the charter period covering all persons on board. Copies of the policies will be provided to the client prior to boarding. In any case the client will be liable for any improper use or negligence by the insured persons, any exemptions and such damage that is not indemnifiable by the undersigned, being the result of an attributable act or fault of the client and/or his guests or the skipper.

18. FORCE MAJEURE

Force majeure includes, but is not limited to, all unforeseen deeds, acts or events, accidents beyond the reasonable control of the charter company or the client (including but not limited to stoppages or other labour disputes, accidents in the port or other civil disruptions, insurrections, invasion, war, fire, explosion, sabotage, piracy, storms, collisions at sea).

19. SUB-CHARTER

The client may not sub-charter the yacht or any part thereof for any reason whatsoever.

20. REGISTRATION COSTS

Any stamp duty required for the issue of this contract shall be borne by the party requesting the original stamped copies. Registration costs in case of use shall be borne by the party requesting registration.

21. APPLICABLE LAW

For any matters not specifically provided for in this charter contract, express reference will be made to the relative Italian legislation in force.

22. SPECIAL CONDITIONS

THE YACHT IS DELIVERED WITH A FULL TANK OF FUEL AND MUST BE RETURNED IN THE SAME MANNER. IF THIS IS NOT POSSIBLE, FUEL CONSUMPTION IS ESTIMATED AT €10 PER HOUR, STARTING FROM THE TIME INDICATED AT THE BOTTOM OF THE CONTRACT

THE KITCHEN EQUIPMENT MUST BE CLEANED AND THE BILGES DRIED (the skipper is responsible for ensuring that the sea cocks are closed on departure) A CHARGE OF _____ EUR WILL BE MADE IF THESE CONDITIONS ARE NOT COMPLIED WITH.

Read, approved, and undersigned.

THE CHARTER COMPANY

THE CLIENT/CHARTERER

THE SKIPPER

_____, / / _____