CHARTER BOAT AGREEMENT SNIPE MASTER WORLD CHAMPIONSHIP 2012 <u>Murcia Spain</u>

This letter provides the terms and conditions for chartering a boat by REAL CLUB DE REGATAS DE SANTIAGO DE LA RIBERA ("Owner") to the skipper ("Charterer") whose charter boat identification number is______.

- 1. A boat which is fully equipped with mast, boom, rudder, tiller, center board, whisker pole, paddle, bow rope, main sheet, jib sheet, rigging("Boat"), is being chartered from _____ to ____, 2012 both inclusive ("Period").
- 2. The Boat shall be determined by lot. The Organizer shall separately notify to the Charterer the details of the Boat. The Charterer shall not, in any case, exchange the Boat with another boat, which the Organizer separately leases to other charterer. The Charterer shall not lease the Boat to any third party, or allow any third party to use it, unless otherwise approved in writing by the Organizer Unless otherwise approved in writing by the Organizer, no alterations, drilling of holes, permanent changes, replacements, or bottom work (sanding) shall be allowed to the Boat.
- 3. The charter fee per Boat during the Period shall be € _____. The insurance fee per Boat during the Period shall be € 230.00, included in the Charter Fee. The insurance is applicable to the damage caused to the Boat accidentally during the Period, and covers the amount in excess of the first € 100.00 of damage.
- 4. The Charter procedure will be as follow, Charterer will send to <u>pepeperez@granjapark.com</u> the request for reservation for a the boat elected, and will wait the confirmation for this boat. Once received, charterer shall, within three (3) days after receiving the confirmation, make a payment of 20% of Charter Fee. This payment will be considered only as reservation a deposit till the end of championship. This amount will be reimbursed when the boat will be returned and verified that is in perfect order.

The payment of charter fees will be or transferring the amount at the moment to make the payment of entry fees or cash when receiving the boat.

Any payment will be made bytransfer to the following bank account of the OrganizerBank Name:BANCO MARE NOSTRUM, SASwift code:GBMNESMMXXXAccount number:ES1804870145762000000462

5. Inspection to the Boat shall be taken upon delivery at the start and the end of the chartering at the presence of the Organizer, and the Charterer shall make proper replacements or repairs, if necessary, hereunder and in accordance with the terms and conditions of delivery separately designated by the Charterer.

The Charterer agrees to be responsible for and to replace or repair any damage to the Boat, including the equipment or the furnishing, which is caused personally by the Charterer or any other party, if the abovementioned damage is not covered by the insurance.

Organizer shall not be involved in the distribution of costs and expenses of replacements or repairs between the Charterer and the third party.

The Organizer shall not be responsible for any personal injury, which is caused as a result of the Charterer's using the Boat.

- 7. The charter fee paid by the Charterer shall not be refundable for any reason, even if the Boat or any of its equipments is damaged or broken after the chartering has started and the Charterer cannot use them during SNIPE MASTER WORLD CHAMPIONSHIP 2012.
- 8. This written Agreement is the entire agreement between the parties, supersedes all oral understandings, and may only be modified in writing and signed by both parties.

The charter boat agreement will be signed when delivered the boat. If charter fee is transferred in advance, and the charterer desire to have a copy of agreement at the time, please indicated that, and a copy signed be the organisation will be send, and the charterer will return us a copy with both signatures

Skipper signature Owner Date:

TERMS AND CONDITIONS OF DELIVERY

- 1. Upon the delivery of the Boat, please confirm the scratch, wear and tear already caused to the Boat with the Organisation of SNIPE MASTER WORLD CHAMPIONSHIP 2012.
- 2. Upon the delivery of the Boat, if you find and have any trouble with sailing, please have the boat rechecked with the Organisation of SNIPE MASTER WORLD CHAMPIONSHIP 2012.
- 3. If the Boat contacts to another boats or driftage, or if any trouble or damage occurs during the period of storage or at the time of getting to or off the shore, those trouble or damage shall be informed to the Organisation of SNIPE MASTER WORLD CHAMPIONSHIP 2012 immediately within the day.
- 4. Any change of the fittings dispossal and drilling of holes is NOT ALLOWED and other modifications must be returned to the original position before returning the boat.
- 5. The boats will be chartered without sails, weighted and in perfect conditions to be registered.
- 6. If the Organisation of SNIPE MASTER WORLD CHAMPIONSHIP 2012 finds any scratch, wear and tear at the time of return of the Boat, which is not found upon the delivery of the Boat, please repair it to the same condition as the delivery of the Boat, provided that the repairing shall be generally conducted by the boat builder designated by the Organisation of SNIPE MASTER WORLD CHAMPIONSHIP 2012.
- 7. If the total amount of repairing fee is within \notin 100.00, the Charterer of the Boat shall be liable for the payment, taken the amount from depot.