



BAREBOAT YACHT RENTAL AGREEMENT

to booking confirmation No.: BB«\${RESERVATION_CODE}»-2020 dated this «\${RESERVATION_CONFIRMATION_DATE}» between

LAVA CHARTER SLU

Av. Olof Palme s/n * Marina Lanzarote - Local B0 * E-35500 Arrecife / Lanzarote
TEL +34 928-663 209 (Marina Lanzarote) or +49 7931-4983 894
(Germany) FAX +34 928-801 488 EMAIL booking@lavacharter.com

Canarian C.I.F. No.: B76216753

the ("Charterer")

and

«\${GUEST_FULL_NAME}»
«\${GUEST_ADDRESS}»
«\${GUEST_ZIP_CODE}» «\${GUEST_CITY}», «\${GUEST_COUNTRY}»

the ("Charteree")

of

Craft identification no. «\${YACHT_LICENCE_CODE}»	Reg. no. «\${YACHT_100}»	Name of the yacht «\${YACHT_NAME}»	Home port «\${YACHT_210}»
Hull material and description of the yacht Fibreglass-reinforced plastic COMMERCIAL YACHT		Date and place of construction «\${YACHT_54}», «\${YACHTMODEL_90}»	
Metres Total length «\${YACHTMODEL_64}» Maximum width m Draught «\${YACHTMODEL_65}» m «\${YACHTMODEL_66}» m		Tonnage information Gross and net tonnage: «\${YACHTMODEL_86}»	

(the "yacht or the "ship")

including

1. the usual equipment typical of a boat, as well as all the devices on board and in all the inventories attached and initialled by the Parties
2. WITHOUT crew

as determined in this Agreement and in the supplementary General Terms and Conditions in their most recent version. The General Terms and Conditions are attached to this contract and are available in the latest version in our download centre. By signing this contract, the Charterer acknowledges receipt and acknowledgement thereof.



A. CHOICE OF LAW and PLACE OF JURISDICTION

1. This Agreement shall arrange and conclude a yacht charter.
2. Insofar as the Charteree is a natural or legal person with headquarters or place of residence in Spain or on the Canary Islands, this Agreement shall be fully subject to Spanish law. The place of jurisdiction shall be the headquarters of the Charterer.
3. The following shall apply for all natural or legal persons which do not have their headquarters in Spain or on the Canary Islands:
 - 3.3 The Agreement shall be subject to the Swiss Code (of Obligations), Article 3 of the Rome I Regulation. It is brought to the attention of the Charteree that if he/she is a consumer, the selection of governing law will not lead to his/her losing the protection pursuant to Article 6 Paragraph 2 of the Rome I Regulation to which he/she is entitled as a result of mandatory provisions in line with the law at his/her usual place of residence (known as the comparison of advantages). Possible arbitration clauses shall only be legally applicable for consumers if they have been agreed separately.
 - 3.4 The court of jurisdiction is Zurich, Art. 25 BCJEJ [Brussels Convention on jurisdiction and the enforcement of judgments]. This shall apply if consumer law is applicable, provided that nothing else from Section 17ff of the BCJEJ applies.
 - 3.5 The legal language shall be German, even if this Agreement is available in other translations.

It should also be noted that if the Charteree is an EU citizen and consumer ("EU consumer"), this Yacht Rental Agreement and its provisions shall be concluded in accordance with mandatory EU consumer law. In this case, the EU consumer shall be entitled to withdraw from the Agreement by a minimum deadline under certain circumstances if the Agreement was concluded remotely via electronic media. In this context, the Parties expressly agree that this withdrawal period shall be waived and the Charteree confirms that this Agreement shall be irrevocably valid and in force.

Rental period:

at the earliest, from «\${RESERVATION_579}» o'clock on «\${RESERVATION_DATE_FROM}»
until, at the latest, «\${RESERVATION_580}» o'clock on «\${RESERVATION_DATE_TO}»

The legal place of performance shall be the headquarters of the Charterer, provided nothing is agreed to the contrary.

B. Crew

The Charteree must provide the Charterer with the full name, age, fixed address and the passport/ID card numbers of all the members of his/her crew and guests as soon as possible, and, in any case, THREE weeks prior to the commencement of the rental period at the latest, and update this if necessary on the day prior to taking up the yacht, at the latest. In addition, the Charteree may not leave any third parties on board without the prior written consent of the Charterer. This consent may not be denied by the Charterer except with good reason.

C. Port and place of handover:

«\${RESERVATION_BASE_FROM}», «\${RESERVATION_DATE_FROM}»,
«\${RESERVATION_579}»

1. The yacht shall be provided at the agreed place. If this is not possible, the Charterer is required to provide notice hereof and ensure that the yacht is provided in the nearest port. The Charteree shall be reimbursed for any additional travel costs. If the yacht is not provided by the Charterer in a timely manner, this shall only entitle the Charteree to withdraw from the Agreement if the Charterer does not provide the Charteree with a replacement ship that is of a similar class within 48 hours, calculated from the commencement of the charter period.

The Charterer shall bear the costs for accommodation for the Charteree and his/her crew during this period. This shall not apply to costs for meals or other expenses. If the Charterer is successful in providing a replacement ship, the accommodation costs paid by the Charterer shall be offset against the charter fees due to be reimbursed up to the point at which the replacement ship was provided. If there is no success in providing a replacement ship, the Charteree shall be reimbursed for all payments made as a result of this Agreement, with the exception of the amount paid by the Charterer as accommodation costs. These are then to be borne by the Charteree and can be offset against the charter fee by the Charterer. Further claims to compensation, such as to the reimbursement of travel costs, accommodation costs and travel insurance premiums, are excluded.

2. The Charteree shall receive the yacht with a full tank and a (full or opened) gas cylinder, as well as with a full reserve cylinder.
3. The Charteree shall use a checklist or directory of equipment to verify that the ship is in a proper condition and has complete equipment and inventory, and shall confirm this with his/her signature. Confirmation that the ship is in proper condition covers all visible damage to the ship, its accessories and equipment.
4. If there is damage to these parts, this shall be recorded in writing on the checklist/directory of equipment upon handover to the Charteree, and counter-signed by the Charterer. If a written and counter-signed list of damage is not available, or has not been drawn up, the Charteree shall bear the burden of proof for demonstrating that the damage did not occur



during his/her charter period.

5. The Charterer shall assume no liability for the accuracy and completeness of the nautical charts provided, the accuracy of the display and function of the instruments, and the performance of the refrigerator, echo sounder and bow thruster. Damage to the yacht and equipment that does not impact the seaworthiness of the yacht or affect the usage of the yacht shall not give rise to an entitlement to a reduction or withdrawal.
6. The Charterer shall be entitled to a period of 3 hours for the handover, checking the yacht in and out, and examining the equipment, calculated from the commencement of the charter period.
7. There are numerous accessories and electronic goods on the yachts; consequently it is not always possible to guarantee that all such parts are functioning. In addition, the Charterer reserves the right to remove parts of the free accessories from on board the ship.

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D. Port and place of return: «\${RESERVATION_BASE_TO}», «\${DefaultDateFormat.format(\${DATE_TO_MI}, 16:00

1. Upon completion of the charter, the Charteree shall provide the Charterer with the refuelled ship in a clean, ready-to-sail state (both inside and outside). It is not possible to extend the agreed charter period without the approval of the Charterer. However, the Charter Agreement shall be deemed extended until the yacht has been returned.
2. The charter shall only end upon the handover of the yacht in the Charterer's home port. This shall not affect the Charterer's claim for damages. Lost, damaged or non-functional items must be reported to the Charterer immediately upon return. The Charteree shall forfeit claims for compensation if he/she has not given notice of the causes and reason for them in writing to the representative of the Charterer upon the return of the yacht.

E. Restrictions to the sailing area:

The charter area and sailing limits comprise a maximum distance of 30 nautical miles around the Canary Islands. This area must NOT be left.

F. Qualifications

1. The Charteree expressly states that he/she or the skipper listed possesses all the nautical knowledge necessary to sail a ship in the charter area, along with the following valid licences:
 - «\${GUEST_LICENCE_NUMBER}»
 - «\${GUEST_LICENCE_ISSUED_BY}»

(exact designation, number and date): license designation / number date / place

2. All proof of qualifications must be brought along at the handover of the yacht. Copies of the ID card, sailing licences, radio certificate and other documents are to be attached.

G. Charter and payment

The Charterer shall guarantee a "**full-service yacht charter**" and the Charteree shall charter the yacht for the *rental period* at the *rental price* agreed under this Agreement.

The *full-service yacht charter* is defined as follows: the *yacht* in a good, seaworthy condition with all the devices and equipment determined and listed in **Annex 1** (without toys) to this Agreement

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The **rental price** shall amount to

«\${currencyF.format(\$medjurezultatif)}» «\${RESERVATION_CURRENCY}» (including the *pre-payment of the rental price* and the *final payment of the rental price* (1+2))

It is payable in two 30/70 parts: *the pre-payment of the rental price* and *the final payment of the rental price*.

1. The *pre-payment of the rental price* amounting to 30% of the *rental price* shall be paid to the Charterer as a deposit within 5 working days of this Rental Agreement being signed and the invoice being issued or payment being demanded, to guarantee the *yacht* for the *rental period*. As soon as the Charteree has effected the *pre-payment of the rental price*, the *Charterer* agrees not to conclude any other rental agreement for the duration of the *rental period* for the *yacht*.
2. The *final payment of the rental price* amounting to 70% of the *rental price* shall be paid no later than 30 days prior to the commencement of the *yacht charter*. This is a fixed payment period; default shall commence after this deadline without an additional reminder being served. In the event that the Charterer cannot contact the Charteree within five days after the expiry of this deadline and/or the payment is not received, the Charterer may withdraw from the Agreement via a simple written explanation and freely charter the *yacht* to others. In the event of withdrawal, 30% of the *pre-payment of the rental price* (30% of 70% of the *rental price*) shall be due to the Charterer as a lump-sum compensation payment. The remainder of any payments already made by the Charteree shall be reimbursed by the operator without delay.

The All-Inclusive-Package (final cleaning, 1 x towel-set (1 small, 1 big) per crewmember, 1 x bed linen per crewmember, marina fees) or different Including-Packages shall be paid in advance by bank-transfer or for on-site using cash or credit card.

and

3. **"security deposit" = deposit** («\${currencyF.format(\$medjurezultatim)}» «\${RESERVATION_CURRENCY}»)

When the *yacht* is handed over, the deposit shall exclusively be paid via credit card, and shall be reimbursed if the *yacht* is returned in a timely and proper manner. In the event of lost and damaged equipment, the Charterer may deduct the costs of actually repurchasing the equipment from the deposit. In the event of that the cost of damage cannot be assessed on the handover day, the entire deposit shall be retained until the damage has been assessed and it has been determined that the Charteree is not obliged to replace the damaged article. Otherwise, an invoice shall be drawn up and settled once the damage has been resolved.

The *Charterer* may retain the **security deposit** either in full or in part to cover all of the *Charteree's* liabilities towards the *Charterer*. This retention shall not affect the *Charterer's* right to recover all outstanding remaining amounts from the *Charteree* arising from a debt of this type. Subject to the provisions of this Agreement, the **security deposit** or any remaining balance due, of whatever type and amount and for whatever reason, shall be reimbursed to the *Charteree* upon *return* of the *yacht*.

In the event of damage as provided above, the deposit is not sufficient or in case of damage the amount of which cannot be determined on the date of return, the charterer shall authorise the charterer to deduct the (foreseeable) replacement costs from the credit card deposited.

Payments must be made to the following account of Lava Charter S.L.U.:

Bank: bankinter * IBAN: ES71 0128 0820 5801 0004 1362 * BIC/SWIFT: BKBKESMMXXX

The Charteree shall authorise and approve all agreed and outstanding pre-payments, rental payments and the deposit to be debited from the following credit card

Cardholder:

Card number:

Code:

Valid until:

Bank (name/place):

Cardholder signature

If the Charteree fails to meet his/her payment obligation by the set payment deadline, the Charterer can refuse to render the services. A reminder is not required. If payment is not received in a timely manner the Charterer is entitled to charter the *yacht* to



others without giving prior notice of this. Obstruction, danger or limitations of a substantial nature caused by unforeseeable and exceptional circumstances such as war, unrest, epidemics, sovereign orders and natural disasters shall entitle both Parties, until 30 days before check in date, to change the check in date of the Agreement or transform the made payments into a voucher. The voucher is valid for 12 month. Flooding, droughts or similar reasons shall not give authorisation for termination.

If the Charteree fails to meet his/her payment obligation by the set payment deadline, the Charterer can refuse to render the services. A reminder is not required. If payment is not received in a timely manner the Charterer is entitled to charter the yacht to others without giving prior notice of this.

If the Charteree is unable to take up the charter, he/she must inform the Charterer of this without delay. If a suitable replacement charter is not successful, cancellation fees of 100% less than 30 days in advance shall be due. The Charterer shall charge a processing fee of EUR 50, starting from the 4th change for subsequent date changes or re-bookings. The first three changes are free.

The Charteree is advised to take out skipper liability insurance, deposit insurance and travel cancellation insurance.

H. Obligations placed on the Charterer

Subject to the provisions of this Agreement, the *Charterer* must make all reasonable efforts to hand the *yacht* over to the *Charteree*, and make it available, in the above-mentioned condition at the agreed time and in the agreed place. If the *Charterer* does not do this, regardless of whether due to a breach of this obligation or otherwise, C1 above shall apply conditionally:

- a) If the Charterer can provide a suitable replacement yacht within 48 hours, and if this is not possible,
- b) its liability shall be limited to the pro-rata reimbursement of the *rental price* for the pro-rata value of 48 hours of the rental price for any period of inactivity during the delayed handover.
- c) If this delay exceeds 25% of the *rental period* the *Charteree* shall be entitled to deem the *charter* cancelled. Upon this, the *Charterer* must reimburse to the *Charteree* all the payments made to the Charterer. The Charterer shall not be liable for loss of enjoyment of the holiday. Liability for consequential or economic damage shall be limited to the usual standard return travel costs for the *Charteree* and his/her fellow travellers.

If handover is delayed for any reason other than a *significant event*, the *Charterer's* maximum liability, in addition to the reimbursement of all payments made, shall be limited to a sum amounting to a maximum of 50% of the *rental price* as a liable sum.

I. Charteree Obligations

If the *Charteree* does not accept the handover of the *yacht* within 24 hours after the commencement of the *rental period* and has not informed the *Charterer* of his/her intentions to effect the handover at a later point during the *rental period* prior to this time, the *Charterer* may deem this *Agreement* to have been cancelled, whereby the *Charterer* may recover all the unpaid portions of the *rental price*, without prejudice to its rights. The *Charteree* is advised to take out skipper liability insurance, deposit insurance and travel cancellation insurance.

The Charterer explicitly offers insurance of this type.

To this end, the Charteree expressly declares (please mark as appropriate)

<input type="radio"/> Skipper liability insurance	YES	NO
<input type="radio"/> Charter deposit insurance	YES	NO
<input type="radio"/> Travel cancellation insurance	YES	NO

Charteree's initials:

The *Charteree* must limit the maximum number of people in his/her crew to the number of people permitted on board the *yacht*, unless the *Charterer* approves this. This approval depends on whether the *Charteree's* crew exceeds the number of spaces on the *yacht* as approved by the competent authority.

The *Charteree* must ensure that alcohol is only consumed in moderation on board; the *Charteree* shall be liable for this. The consumption of drugs and prohibited substances is not permitted on board. If safety on board or the safety of the *yacht*, as well as the equipment and devices on board, is placed at risk in any way by persons on board who are, or appear to be, under the influence of alcohol, drugs or banned substances, the *Charteree* is obliged to make a responsible decision as to whether to remove the affected person/group from the ship at the next safe place, and/or to stop the *yacht* trip. The same shall apply in the event of substantially inappropriate behaviour perpetrated by the *Charteree* or his/her crew on board. The travel expenses associated with this for the person/group affected shall be borne by the person/group.

Any water entertainment equipment on board is a voluntary addition to the *yacht*; it is not considered "essential equipment" or



equipment on the *yacht* that is contractually required. If these items are not available, or do not work, this shall not be considered a defect, or as the non-fulfilment or poor fulfilment of the *Yacht Rental Agreement*. In the event of this, the *Charterer* shall not be liable, and need not defend the rental price agreed in this Agreement, nor reimburse it.

The Charteree is obliged to inform the Charterer of defects immediately once they appear/once the Charteree is aware of them, otherwise the rights associated with this shall be forfeited.

The Charteree accepts that smoking is not permitted on and within the *yacht*, except in the exterior areas.

Any interruption, cancellation or termination of the charter due to circumstances within the Charteree's sphere of influence, such as illness or private or professional circumstances, shall not lead to a reduction in the rental price or other payment obligations under this Agreement, under any circumstances.

J. General

References in this *Agreement* to a "consumer" denote a *Charteree* who is a natural person acting for purposes which are outside his/her trade, business or profession.

If a provision of this *Agreement* is deemed void or unenforceable (in part or in full) by a court or other competent authority, this *Agreement* shall remain legally valid for the other provisions, and for the remaining portion of the affected provision.

In the event of calculation errors, fees shall be corrected in line with the valid price list. Changes may be made in the event of printing errors. Prices may be amended if local taxes and fees (which are included in the prices) change.

In the event of doubt, the German version of this *Agreement* shall take precedence over a version in any other language.

THE PARTIES CONFIRM that they have read and understood the above provisions and that they have arranged for this *Agreement* to be drawn up in an orderly manner upon the date first mentioned above.

Note

The new EU Data Protection Act will apply from 25 May 2018.

All data that we collect, process, store directly for the necessary processing of the charter will be stored for as long as legal or contractual provisions in the charter business make this necessary.

With your signature you also confirm that we can send you information and interesting facts about yacht charter.

Arrecife,

Signed for and on behalf of the *Charterer*:

Schaepers Jan (Name) (Signature)

Signed for and on behalf of the *Charteree*:

«\${GUEST_FULL_NAME}» (Name) (Signature)