

# YACHT CHARTER AGREEMENT

In Ibiza, at

GOA CATAMARANES S.L., VAT ESB-54466412 located in Sant Antoni de Portmany, c/ General Balanzat, 28 (Ibiza) as a charter company, rent the tenant:

CLIENT INFORMATION				
NAME & SURNAME				
ADDRESS:				
COUNTRY:				
TEL:				
E-MAIL:				
ID/PASS NO:				

BOAT SPECIFICATIONS, DATE, EMBARKING PLACE AND TIME					
BOAT:	CATAMARAN	CHARTER DATE:			
NAME:		DURATION :			
REGISTRY NR:		SCHEDULE:			
Nº PAX MAX:	11 + SKIPPER	START/ FINISH PORT			
EXTRAS					
FINAL CLEANING:	INCLUDED	FUEL:	INCLUDED		
SKIPPER	INCLUDED	SECURITY DEPOSIT:	NOT REQUIRED		
OTHERS:					

PRICE					
CHARTER PRICE:	FIRST PAYMENT:	BALANCE PAYMENT:			
€ VAT INCLUDED	Date:				

Telephone:(+34) 634 929 121 (+34) 650 122 252 email: info@goacatamaran.com www.goacatamaran.com



Address: C/ Balanzat, 3. Edificio Tanit. Local 16, 07820 Sant Antoni de Portmany, Islas Baleares, Spain

## **CREW-LIST**

NAME/ SURNAME	COUNTRY	ID	DATE BIRTH
1-			
2-			
3-			
4-			
5-			
6-			
7-			
8-			
9-			
10-			
11			

## **TERMS AND CONDITIONS**

## 1) Lease price, boat and fuel:

a. The boat will be delivered to the LESSEE to his full satisfaction, in perfect condition, with all equipment and accessories necessary for navigation and with its documentation and insurance policy in order.

b. The boat is rented to the lessee as "charter day rental" mode, for the price, extras, date, time, place of embarkation and other details indicated all of them in the tables on page 1 of this contract.

c. The lease price in this rental mode for "charter day" is without overnight.

#### 2.-Damages, and losses produced during the rental period.

The Lessee and the passengers will be responsible for any damage, or loss they may cause during the rental of the vessel, paying the necessary amount to cover them.

#### 3.-Itinerary, embarkation and use of the boat.

The itinerary will be agreed between the client and the company, and will be conditioned on weather meteorological conditions at time of departure so to allow the sailing trip with total safety of passengers.

In the event that the weather conditions are not appropriate for the agreed route, the skipper will propose an alternative route.

b. In the "Charter day rental" mode, the interior of the boat remains closed and passengers can only enter to use the toilet in the anchorages and never during navigation for safety issue.

d. Unless previously agreed with the company, the vessel will not be dispatched to sail outside the waters of Ibiza & Formentera.

### 5.-Skipper Rules, passenger behavior and lease.

a. At all times the lessee and all other passengers will be subject in their behavior to the safety measures and guidelines on the use of the boat and its facilities that the skipper transfers them.

b. Likewise, the lessee and all other passengers are obliged to give proper use to the boat and its facilities, respecting the rules of their use, as well as those of a peaceful coexistence on board.

c. Under no circumstances may the lessee or other passengers carry out any annoying, unhealthy or contrary activity to law or public order.

d. Any behavior by the lessee or any other passengers that does not conform to the current legality or to what is established in this clause will give the company the right to terminate the contract in advance, without any previously delivered amount corresponding to the lessee, and may be forced to disembark both the tenant and the rest of passengers, in the port or anchorage nearest to skippers judgment. In this case, the luggage, equipment and other personal belongings of the tenant and the passengers will be equally disembarked, even in their absence.

## 6.- Responsibility of the lessor and skipper.

Neither the company nor the skipper will be responsible for the loss or damage of the luggage or belongings of the tenant or of other passengers, nor for the bodily damages, sequelae, illness or death that the lessee or any of the passengers during this contract.

#### 7.- Cancellation

a. The company may terminate this contract unilaterally without the renter or other passengers returning or compensation for this cancellation when:

It is intended to use the vessel for purposes other than those intended;

For the breach of any of payments;

For breach of any of the terms of this contract;

By subletting the vessel without the written consent of the company.

b. The costs charged to the lessee for early cancellation will be:

20% of the total rent if the cancellation is before 60 days of embarkation.

40% if it is between 30 and 60 days before boarding.

50% if it is between 30 and 15 days before boarding.

100% if it is during 15 days prior to embarkation.

c. In the event that skipper determines that the weather jeopardizes the safety of passengers, and if an agreement is not reached between the company and the customer to find an alternative date, the contract will be canceled and the company will return the lessee the amounts delivered up to that time minus 10% for management fees.

d. It will not be a reason for cancellation that the charter day is cloudy or it is raining.

#### 8.- Maximum number of passengers

a. Only crew members who appear on the list of passengers previously provided to the company can get on board and any variation of that list must be communicated to the company before departure.

b-The total number of passengers may NOT exceed that indicated in the certificate of navigability according to the navigation area.

c. Pets are prohibited on board.

## 9.- Data protection and use of audiovisual material:

In compliance with the Spanish Organic Law and the European Data Protection Regulation, we inform you that the person responsible for the processing and preservation of personal data is assigned in order to manage the contractual or pre-contractual relationships with suppliers or customers of the leasing company. Your data will be kept, and not transferred, except legal obligation. You have recognized rights of access, rectification, deletion, limitation and portability of your personal data, with the legal and regulatory limitations established, which may be exercised by request addressed to the address indicated above, and right to make claims before the AGPD: www.agpd .it is

By signing this contract I authorize the company to make use of the photographic and audiovisual material that is carried out on the boat. The images may be used for: Dissemination of activities and events through the entity's website, blog and social networks, internal use in memories and projects of the association, documents and printed graphic material such as posters, brochures and manuals.

In everything not provided for in this contract, the provisions of the Civil Code will be followed. For any problem regarding the fulfillment of this contract, both parties submit to the Jurisdiction of the Courts of Ibiza, expressly waiving their own jurisdiction.

THE COMPANY

THE CHARTERER

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