

CHARTER AGREEMENT

1. The owner makes available to the charterer the yacht named on the reverse for the agreed period. The deposit for the charter (hiring price) is due upon the signing of this contract, at the latest one week after the date upon which the contract has been signed. The charterer guarantees to pay the sum punctually according to the conditions on the reverse. For actions and omissions of the charterer, for which the charterer is held responsible by a third party, the charterer relieves the owner of all private and penal consequences, as well as all costs and legal prosecutions in the home country and abroad. The charterer takes over the yacht on his own responsibility. The owner is not liable for him or other persons on board.

2. The yacht is handed over to the charterer at the beginning of the hire period in a clean state, with full tank, checked and technically in a faultless condition. The charterer agrees to manage the yacht carefully and to treat it in a responsible manner. In addition to the daily cleaning of the yacht inside and outside as a matter of course, the oil level of the built-in diesel engine is also to be given a daily check. Any damage which is proved to have arisen due to the negligence of the charter crew and which is not covered by the insurance will be paid for by the charterer (e.g. engine running dry). If, due to adverse conditions (e.g. collision/damage etc.) during the yacht's previous trip or if due to any delay the owner is unable to make the yacht specified available on the agreed date, then the owner has the right and the obligation to hand over a similar ship to the charterer with the same number of beds. Otherwise, the charterer may, in the case of delay, for each day lost reduce the hiring fee by the amount which results from the division of the charter price by the number of charter days. Any further claim to compensation is excluded. The state of the yacht and its equipment are to be checked using the inventory list. Deficiencies in the yacht or its equipment which do not impair its seaworthiness do not entitle a reduction in price or withdrawal from the contract. For your sailing trip you should bring with you, if nothing else is arranged and in addition to personal and other suitable clothing: sleeping bags, sheets, towels (only NL). Bed linen is provided in Ibiza (€15,-/set).

3. Before sailing, the charterer is to check the completeness (according to the inventory list on board) and the faultless condition of the yacht as well as its equipment and is to make a check according to the check-in list in the logbook. Any complaints are to be made before leaving to the harbour master or directly to the owner. The sails are to be checked on take-over. Any damage to the yacht or its equipment which does not impair its seaworthiness and concerning the operation of which and functioning, on which the owner has no influence, does not entitle a reduction in the hire price or withdrawal from the charter. Any deficiencies in or damage to the yacht and/or in/to its equipment after it has been handed over will be charged to the charterer. No liability can be taken for the operation of electronic instruments and for the information contained in nautical charts and handbooks. The charterer agrees to treat the yacht, including its equipment and its inventory, with all due care and consideration, not to undertake transport of persons for commercial passenger transport, not to pass on the yacht to third parties and only to tow other boats in an emergency, only to take part in regattas after consulting the owner, not to undertake any alterations to the yacht or its equipment, to observe the legal regulations of the host country and to report to the harbour master on arrival and departure.

4. The yacht is insured in favour of the charterer against third party risk and the charterer's own damage claims. The insurance includes the charterer's own contribution per case of damage to the sum of 1.000,- EUR. A deposit of 1000,- EUR, plus 70,- EUR to 90,- EUR final cleaning fee is to be deposited (refund if charterer undertakes cleaning, only NL). On hand-over of the yacht the charterer declares to the owner by means of the signed check-in list that he has taken over the yacht in an immaculate condition and that its equipment is complete. The charterer is liable for damage and losses, insofar as these are not covered by the insurance, up to 1.000,- EUR. Any costs incurred will be charged to the charterer. These risks can be excluded by taking out a fidelity insurance. The owner is not liable for accidents, bodily injury, damage, theft and loss of private belongings.

5. Deficiencies and damage which occur due to normal material wear and tear can be remedied by the charterer himself during the hiring period up to a sum of 150,- EUR. On presentation of the original receipt, issued to FISCHER Team Yacht Charter (VAT must be declared), these costs will be reimbursed. On principle, all deficiencies and damage are to be reported immediately, in person or by telephone, to the owner and/or to the harbour master, but at the latest, however, on return of the yacht. If any damage and deficiencies in the yacht occur(s) or articles of equipment are lost, then this is to be noted, giving place and time, on the damage report pages in the yacht's logbook.

In the case of accidents or collisions or similar, witnesses are to be named and the incident is to be reported at once to the owner or his representative.

The skipper/charterer bears responsibility for seamanlike, immaculate conduct. If the charterer does not comply with the formalities required by the insurance company, he can be held liable for the total payment of the expenditure occasioned by the collision or theft. Incapacity of the yacht due to damage suddenly occurring and due to repairs during the hire period do not entitle claim to a refund on the whole or part of the hiring fee. If damage or loss of the yacht or its equipment is ascertained, the customer is obliged to pay for repair or a substitute.

6. The charterer will return the yacht at the time arranged, cleaned and with a full tank, at the place and in the same state as he took it over. Enough time should be allowed for the return of the yacht to the home harbour so that refuelling, cleaning up and a smooth redelivery of the yacht at the arranged time are guaranteed. On redelivery, the yacht is to be handed over in a clean and tidy condition. The final cleaning fee will then be refunded. Any cleaning carried out by other staff will be charged to the charterer. The charterer agrees to return the yacht at the time and on the date agreed. If the charterer leaves the yacht at any other place than the one agreed on, for whatsoever reason, then the charterer bears the costs for the return of the yacht. The sailing trip is to be planned in such a way that even if the weather situation is unfavourable and bad the yacht can be returned punctually to the home harbour. A late redelivery or any necessary collection of the yacht or subsequent costs due to missed sailing availability are not covered by the insurance and will be charged to the charterer pro rata. If a delayed return can be foreseen, the harbour is to be notified immediately. If the yacht is delayed more than five hours, the emergency services will be alerted for the safety of the charter crew. The charterer bears the costs for this.

7. The built-in engine is only to be used as an auxiliary engine. The yacht should have a full tank on hand-over. The diesel tank is to be refilled before redelivery of the yacht. All necessary costs for the use of the yacht, e.g. harbour fees, water,

electricity and fuel (oil, diesel, petrol, batteries etc.) are to be paid by the charterer. The only exception is the gas used during the charter period. An empty gas cylinder can be replaced by the charterer at appropriate service points (costs will be refunded on presentation of the original receipt with VAT).

8. The charterer confirms upon signing this charter agreement that he is capable of sailing the yacht safely and that he is in possession of a sailing licence which may be prescribed by the respective sailing area (e.g official "*Sportbootführerschein*" – Coastal Navigation Licence).

9. This agreement becomes valid upon the punctual payment of the deposit. The charterer does not fulfil his obligations if he does not pay the arranged charter fee at the agreed time or if he does not fulfil the conditions in another way. In such cases the owner is entitled to regard himself as being released from the charter agreement without resorting to legal action and to request the immediate return of the yacht. In addition, he has a claim to compensation and to costs incurred.

10. If the charterer is unable to meet the charter deadline, the following applies: for cancellation up to 30 days before charter, compensation of 1/3 of the charter price is due. For cancellation within 29 days of charter commencement the total charter fee is due. Insofar as expenses can be reduced by the charterer's own efforts, claims for compensation are reduced. We advise customers to arrange travel cancellation insurance.

11. Any additional arrangements or alterations should be made in writing.

12. German law is applicable. The place of jurisdiction for both parties is Karlsruhe.

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