

DREAM YACHT CHARTER



www.DreamYachtCharter.com

Dream Yacht Charter
 1st Floor, THE FLORE, Rue Dairy
 Floréal, Mauritius
 Web: www.dreamyachtcharter.com
 Email: dreamyacht@dreamyachtcharter.com
 Tel: +230 452 9178

Your contract 19190967

Date: 15/11/2019



Between:
From one side, hereafter called the yacht Charter Company,
Dream Yacht Charter
 1st Floor, THE FLORE, Rue Dairy
 Floréal, Mauritius

From the other side, hereafter called the Charterer
 Customer: **Bäbler**
Done through:
4 Oceans GmbH
 Ryf 66
 3280 Murten, Switzerland
 Tel: 0041 31 302 24 24
 Fax: 0041 31 302 24 25
 VAT: CHE-106.840.186 MWST

The yacht charter company puts at Charterer's disposal, the boat at the indicated prices and dates

Description	Amount IAT
Charter code: 19190967, Bäbler Boat type: Dufour 430 GL - Super Premier Port in: Port Pin Rolland(23/05/2020, 17h00 / 5:00 PM) Port out: Marseille (Vieux port)(30/05/2020, 09h00 / 9:00 AM*mandatory return to the base the evening prior at 18h00 / 6PM) Your charter consists of 8 day(s) / 7 night(s)	
Total charter fee	2 515,00 EUR
Special offer	-503,00 EUR
Total 1: Discount / Surcharge included	2 012,00 EUR
Total extras	
Cleaning	175,00 EUR
Handling fees	20,00 EUR
Starter Pack	25,00 EUR
Boat damage deposit: 4 000,00 EUR	
Net to pay:	2 232,00 EUR

Prepared by: Sandrine CHEDAL

Without all consumables included option, water, fuel and benzine will be charged on return.
 Parties agree to have read charter general and particular conditions plus all those included in usual commercial documents.

THE CHARTER COMPANY **DREAM YACHT CHARTER**
 Date : 18/11/2019
1st Floor, THE FLORE
Rue Dairy, Floreal - Mauritius
Tel: +230 606 4123

THE CHARTERER
 Date :
 Signature (Read and approved)

ASIA
 CARIBBEAN
 INDIAN OCEAN
 MED SEA
 PACIFIC OCEAN
 MEMBRE DE

HEAD OFFICE
 1st Floor - THE FLORE - Rue Dairy, Floreal - MAURITIUS.
 Tel : + 230 606 4123
EUROPEAN REPRESENTATIVE: DREAM YACHT MEDITERRANEE
 Chemin departemental 18 - Marina Port Pin Rolland - 83430 Saint Mandrier sur mer
 Tel.: + 33 (0)4 94 62 31 67 - Fax: + 33 (0)4 94 94 77 24 - info@dreamyachtcharter.com
 LA FEDERATION DES INDUSTRIES NAUTIQUES

DREAM YACHT CHARTER

TERMS & CONDITIONS – BAREBOAT CHARTER

1. **General.** These Terms & Conditions contain the entire agreement between Dream Yacht Charter ("DYC") and the individual(s) intending to charter the vessel ("Charterer"), (collectively "the parties"), for a bareboat charter from DYC with respect to the rights and responsibilities of all parties. Notwithstanding that, the parties, the Vessel, the period and the price are stipulated in the invoice provided separately. By paying the deposit on the proposed charter, Charterer agrees to the conditions contained herein.

2. **Payment schedule.**

- a. Initial Deposit: 30% of the charter fee, which confirms booking;
- b. Remaining 70% of the charter fee and payment for any add-on options due 45 days before embarkation.

3. **Boat Delivery.** DYC will deliver the boat to the Charterer only under the following conditions:

- a. Full payment of any balance or security deposit due from Charterer,
- b. Signature by both parties of the Vessel's delivery contradictory statement (inventory) specifying Vessel and equipment conditions.
- c. Receipt of the following documents from Charterer:
 - i. Copy of Charterer's driver's license or identification card;
 - ii. Copy of Charterer's passport; and
 - iii. Listing of charter's crew members with names and addresses
- d. In the event DYC believes that Charterer's and crew's sailing experience is deficient, DYC reserves the right to cancel or modify the charter and will not refund Charterer for payments made to date. If available, DYC may offer to provide an approved skipper at Charterer's expenses. If an approved skipper is provided, Charterer may not discharge the skipper before completion of the charter, except with DYC's consent.

4. **Boat Re-Delivery.**

- a. The Vessel shall be returned to the End Port on the date and time as specified in Charterer's invoice.
- b. If re-delivery of the Vessel is delayed by reason of force majeure as defined below, re-delivery shall be affected as soon as possible thereafter and the meantime the conditions of the Agreement shall remain in force but without penalty or additional charge against the Charterer.
- c. In case of delay on return, Charterer agrees to pay DYC the prorated charter fee plus 50%. Any begun day beyond the charter term is considered a full day. If Charterer abandons the Vessel anywhere other than the specified End Port, he agrees to pay DYC all costs and fees incurred to return the Vessel to the specified End Port, as well as a prorated charter fee compensation for the number of days necessary to sail the boat back to the base. Abandonment is defined as leaving the Vessel for longer than a 12-hour period.
- d. If the Charterer fails to re-deliver the Vessel to the Owner at the End Port of the Re-Delivery due to intentional delay or change of itinerary, Charterer agrees to pay DYC the prorated charter fee plus 50%. Any begun day beyond the charter term is considered a full day. If delay in re-delivery exceeds twenty-four (24) hours, the Charterer shall be liable to indemnify the Owner for any loss or damage which the Owner shall suffer by reason of deprivation of use of the Vessel or cancellation of, or delay in delivery under, any subsequent charter of the Vessel.

5. **Warranties and Procedures of DYC**

- a. DYC represents, warrants, and covenants that, at Delivery, the Vessel will comply with all applicable laws and regulations of the Vessel's flag state and any country within the Cruising Area, including, without limitation, any laws and regulations governing charters and any documentation, registration, or customs laws or regulations, such that the Vessel may lawfully be used by the Charterer as provided hereunder. DYC agrees to deliver to Charterer a boat in good working order.
- b. Check-in procedures begin at charter start time. Upon check-in, charterer can freely use the Vessel as soon as he has signed the delivery statement and received all the boat documents.
- c. On the first and the last day of the charter, a place in the DYC marina is provided and included in the booking price.
- d. DYC considers Genset, Air conditioning and water makers to be ancillary equipment and deems the value of inoperable genset, water maker and/or AC as \$600 or €500 per charter and will refund the pro-rated value in the event of any failure to this amount.
- e. DYC will commit to answer to any reclamation received no later than 1 month after the return of the Charterer.

6. Representations and Warranties of Charterer

a. If the Charterer (or a member of the crew) is to operate the Vessel, the Charterer represents and warrants that the Charterer is experienced, licensed, if applicable, and competent in the handling and operation of a Vessel of the type named in this Agreement and that the Charterer has sufficient practical knowledge of seamanship, piloting, and Rules-of-the-Road to properly exercise full authority over the Vessel. The Charterer shall allow the Vessel to be operated during the Charter Period only by a person qualified to do so. The Charterer shall promptly complete the "Sailing Resume," which is available via Charterer's Quick Links and Online Reservation System.

7. Responsibilities of Charterer

a. At check-in and prior to signing the Inventory Checklist, Charterer will check that boat and equipment is in good working order and up to minimum standards. At this time, Charterer can note with DYC anything it believes contrary or below the standards as set forth in the invoice. Acceptance by Charterer certifies that the obligations of DYC for delivery have been fulfilled.

b. Upon delivery, Charterer and crew are fully responsible for the Vessel and for any damage to property or injury to persons that could happen including third parties. In the event a skipper has been provided by DYC, Charterer will remain responsible for the boat and the behavior and well-being of crew.

c. Charterer agrees to be responsible for all crew and passengers on board and binds crew and passengers to the terms provided herein.

d. Charterer will be responsible for all boat maintenance during the charter and will pay all running expenses incurred after delivery of the boat, such as mooring fees, local taxes, fuel oil, water and food.

e. If outside assistance is needed due to problems with the boat, Charterer will promptly notify DYC before incurring any such expense unless delay would risk personal injury or significant property damage. Charterer will keep all invoices and receipts concerning repairs that DYC will reimburse on return day, or as soon as possible. Charterer will take all reasonable steps to prevent the towing of the boat by another vessel. However, if towing is necessary despite all reasonable efforts, Charterer agrees to negotiate and fix the price of towing with the other vessel's captain before operating.

f. Charterer agrees to carry only up to the number of passengers required by security rules of the boat. Charterer agrees that he/she will not transport merchandise or carry passengers for pay or have any other commercial activity such as professional fishing. Lending or renting of the boat is prohibited.

g. Charterer agrees to use the boat as a responsible person and will comply with all laws of Islands, including but not limited to, fishing and deep sea fishing regulations. Charterer will hold DYC harmless from and against any and all claims and legal actions arising under or in connection with this Contract for failure to abide by those rules and regulations.

h. Charterer acknowledges that Vessels are allowed to participate only in select regattas approved by DYC. Regatta participation may be subject to a surcharge and increased security deposit. Participation in regattas not approved by DYC is strictly prohibited.

i. The boat must be returned with all gear aboard in the same good conditions as upon departure, in good cleaning conditions, on the specified End Date, time, and End Port.

j. Charterer agrees to pay for any loss or damage not covered by Insurance that can occur on or to the Vessel until return. Charterer remains fully responsible for the Vessel until signature of the return counter-inventory and final disembarkation.

k. Charterer agrees to stay within the approved cruising ground as provided by DYC and/or by law.

Charterer agrees to stay within the cruising area between latitudes 45° North and 40°50' North and longitudes 5° East and 10° East.

Nota Bene : Charters rented for less than 9 days starting from Côte d'Azur, are not allowed to go to Corsica and those rented for less than 15 days are not allowed to go further than 250 Nautical Miles from departure base, unless specific waiver granted by base manager of departure base.

Charterer agrees not to leave the harbor or mooring with winds over force 6 or if this strength of wind is forecasted, if port authorities have prohibited any navigation, if the Vessel is damaged and not repaired, and if any vital equipment such as engine, sails, rigging, bilge pump, navigation lights, berth gears, compass, or security equipment are not in good working conditions, if fuel reserves are not sufficient, if, in general, weather, Vessel or crew conditions endanger Vessel or crew. Charterer agrees to follow any navigation and routing instructions which DYC may give him especially in the event of bad weather.

l. Charterer agrees not to sail after dusk. Charterer agrees to include in the ship's log a daily entry to include: destination harbor, Vessel and crew condition, any change in crew, successive positions/locations, weather conditions, sails used and engine working hours.

m. Any likeness or image of you or your party aboard your chartered Vessel secured during your charter may be used by DYC without charge in all media for bona fide promotional or marketing purposes, including without limitation promotional materials of any kind, such as brochures, slides, video shows, advertisements and the internet.

8. Damage Deposit/Insurance Deductible. DYC shall insure the Vessel throughout the Charter with first-class insurers against all risks, on such terms, and subject to such deductible as are customary for a vessel of the Vessel's size, type, and value, extended to provide permission to charter as under the terms of this Agreement and to cover third-party liability.

a. At time of booking, Charterer shall choose one of the below options:

i. Insurance Deductible: Charterer agrees to pay a refundable insurance deductible pursuant to the of the Vessel's size, type, and value as detailed on the quote provided to you.

1. This deductible shall cover the Vessel against loss or damage to the hull, machinery, gear and equipment of the Vessel, liabilities to third parties for loss or damage to any other vessel or property whatsoever, loss of life or personal injury. Personal belongings are not covered under this insurance policy.
2. If the Vessel is re-delivered by the Charterer not in the same condition in which it was delivered, DYC reserves the right to charge against the Charterer's deductible the cost for repairs and labor needed to return the Vessel to its original condition.
3. Deductible will be refunded to the Charterer after contradictory inventory and control of the condition of the Vessel for the balance of the accounts such as unpaid contractual charges, third party claims, loss or damage not insured by the Insurance policy.

ii. **Damage Waiver:** Charterer agrees to pay a nonrefundable damage waiver at the time of booking, as well as a reduced damage deposit that is refundable upon completion of the charter should no damage occur.

1. An additional damage deposit shall be collected for every incident that occurs thereafter.
 2. If the Vessel experiences any loss or damage during the charter, DYC reserves the right to require additional damage deposits as needed.
- b. In case of any loss or misfortune, it is the duty of the Charterer to mitigate all potential losses recoverable under the insurance procured by DYC. Charterer shall notify DYC within 24 hours of any loss or damage to the Vessel. DYC shall appoint a surveyor to ascertain the damages and coverage shall be in accordance with the option chosen by Charterer above.
- c. In case of security insurance contracted with Dream Yacht Charter, an additional security deposit will be charged to charterer to cover potential damages not covered in insurance.
- d. In the event of gross negligence by Charterer causing loss or damage to the Vessel, Charterer shall be held liable for the full cost of repairs above the insurance deductible or damage waiver.

9. **Contract Cancellation.**

- a. If Charterer cancels the contract more than 90 days prior to embarkation, DYC is entitled to withhold € 500 and return the remainder of the deposit.
- b. If Charterer cancels between 89 to 60 days before charter start, Charterer will lose its 30% deposit. If Charterer has already paid for add-on options, DYC will reimburse Charterer for these expenses.
- c. If Charterer cancels 59 days or less before charter start, Charterer will lose its entire charter fee. If Charterer has already paid for add-on options, DYC will reimburse Charterer for these expenses, unless cancellation occurs within seven days of departure. If within seven days, payment for add-on options will not be refunded.
- d. Charterer has the option to purchase travel insurance to cover any losses Charterer may sustain if the charter is cancelled prior to your departure.

10. **Force Majeure.**

- a. DYC shall not be liable for any loss, damages or delay or failure in performance hereunder resulting from any force majeure event, including but not limited to acts of God, fire, action of the elements, epidemics, war (declared or undeclared), warlike actions, insurrection, revolution or civil strife, piracy, civil war or hostile action, strikes or differences with workmen, acts of the public enemy, federal or state laws, rules and regulations of any governmental authorities having or asserting jurisdiction in the premises or of any other group, organization or informal association (whether or not formally recognized as a government), and any other cause beyond the reasonable control of DYC which makes continuance of operations impossible.
- b. In the event of a delay or failure of performance based upon an event described above:
 - i. All payments made towards the charter shall be used as a credit for a future charter. No refunds will be provided.
 - ii. DYC will work with Charterer to book a new charter on a different Vessel agreeable to Charterer, at a new location, or on new dates, or both, based upon availability and the Charterer's preference. If the parties cannot book a new charter at that time, Charterer's deposit will remain as a credit with DYC and will never expire.
 - iii. DYC will not be responsible for additional costs incurred by Charterer as a result of changes to their charter due to a force majeure event.

11. **Additional Delays**

- a. If on departure date, the hired boat or equivalent is not available for reason other than a force majeure event, Charterer has the right to the following options, if possible:
 - i. When available, delay the departure date and maintain charter duration;
 - ii. Maintain charter end date in invoice and Charterer will be refunded for time the Vessel was unavailable on a prorated basis of charter fee.
 - iii. If delay exceeds one quarter of the charter time, Charterer may cancel the agreement with DYC and be refund for charter fee.
- b. Charterer waives any and all claims, damages, debts, liabilities, demands, costs, expenses, interest, suits and/or attorneys' fees as a result of a delay in the charter.

- c. Any interrupted or shortened charter, any service not used by Charterer, for any reason, is not refundable.

12. Miscellaneous.

- a. Governing Laws: Any legal action arising under or in connection with this contract will be adjudicated in Port Louis, Mauritius.
- b. Maritime Liens: The Charterer shall not incur or allow any maritime lien, salvage, or debt on the Vessel or on DYC's credit. The Charterer shall not abandon the Vessel or enter into any salvage agreement without the DYC's prior written consent. The Charterer shall indemnify and hold DYC harmless against and from any liability for any maritime lien, salvage, or debt that arises on the Vessel or DYC's credit as a result of any act or omission of the Charterer.