

TERMS AND CONDITIONS



Legal notices - Name and address

JES Mallorca - Josselin Guisbert von Villers

Boat Renting

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ES29 0487 2036 4520 0001 2672
GBMNESMMXXX
Y1213399W

BOAT LEASING CONTRACT

In Port de Pollenca on the: - - / - - / 2016 Contract N°

BETWEEN.

On the one hand,

JES Mallorca, Josselin, Guisbert von Villers, domiciled at the Port de Pollenca, Ctra. Pollenca-Port de Pollenca, km 60, C/ Urxella 6, Siller(07470) and holding NIF (Tax ID): Y1213399W, Tel. :971 536856 and 606801397.

And on the other,

Mr./Mrs. _____
Holding DNI (ID)/PAS N° _____
Living in the town of: _____
Tel.: _____

And domiciled in Majorca at, in the town of: _____

Both parties mutually recognise their capacity to agree and contract, and to said effect, sign the present Vessel Leasing Contract in accordance with the following CLAUSES.

1. One

JES Mallorca, hereinafter the LESSOR, leases to Mr./Mrs. _____, hereinafter the LESSEE, who accepts, the following vessel:

Brand: _____
Model: _____
Name: _____
Registration: _____
Maximum no. authorised people: _____

Both parties will revise the INVENTORY attached to this contract and sign it, on departure and arrival, as proof of acceptance.

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Any fault between the arrival and departure Inventory, as well as possible flaws to the vessel and/or its equipment, will be met by the LESSEE, with the LESSOR being authorised to charge them to the deposit and, where this is not sufficient, to demand them from the LESSEE, including with recourse to legal proceedings where necessary.

2. Two

The LESSEE declares possessing the necessary knowledge and experience to sail the leased vessel and holds the following sailing qualification:

To said effects, the navigation radius will be that of the waters corresponding to the navigation Area assigned to the vessel, provided that it does not exceed the limits of the Capitan, Skipper or authorised person's qualification, and is expressly reduced to the official vessel classification. The LESSOR accepts no responsibility for navigating in surveyed prohibited areas, as well as for the fines or sanctions or payment consequences thereof, this contract granting it immunity from responsibility and, in all cases, to proceed against the offender to demand however many rights it may have, including compensation of any type.

3. Three

The lease period will be as follows:

From the ___ of ___ from ___ am

Until the ___ of ___ till ___ pm

The departure port being: Port de Pollenca, and the arrival port being: Port de Pollenca.

The arrival time is 7 pm; the LESSOR provides the LESSEE at this time the telephone numbers for the quay (637.47.55.33) and the Office (606801397).

The LESSEE is expressly advised that when this time passes — 7 pm — up to 8 pm there will be a 25% surcharge on the daily price, with no discount, for the vessel and up to 8.30 pm the surcharge will be 50%.

After 8.30 pm, with the vessel not at its mooring and with no warning from the LESSEE, the Authorities and Marine Rescue will be advised, the costs possibly arising thereof being met by the client.

The LESSOR will charge, in addition to what is agree, 35% of the vessel daily rate for each hour over the agreed delivery time of 7 pm.

4. Four

The lease price is as follows.

Lease Price: € _____

Extra's: € _____

Total: € _____

Paid Amount:

€ _____ in cash , Visa , Bank Transfer

Outstanding:

€ _____ in cash , Visa , Bank Transfer

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5. Five

The LESSEE hands in as deposit the amount of €_____, which will be returned when the lease finalises and the LESSOR has verified the status of the vessel, with special attention paid to the propellers that must cover any damage. In this case, the value of the propellers is €_____.

VAT and fully comprehensive insurance is included in the lease price with an excess equal to the deposit amount which, if there were an accident, will be retained from the LESSEE until full compensation for the damage or accident is paid out to the LESSOR

The LESSEE is expressly advised that the insurance covers 100% civil liability and up to €6,000 for personal injuries. If you wish to increase the personal protection amount, an extra premium must be paid before departure.

6. Six

The LESSEE is obliged to return the vessel to the LESSOR with the fuel tank full or, where this is not the case, to pay the difference used at the current price at the time. The LESSOR is authorised to retain the necessary amount from the DEPOSIT to make up for the equivalent fuel amount necessary to fill the tank plus the extra charge of €20,-.

7. Seven

The LESSEE is obliged to use, maintain and keep the leased vessel with due diligence, acting as if it belonged to them, in accordance with good sailing guidelines and with total respect for current laws and regulations, respecting the guidelines of the HARBOUR MASTER'S OFFICE The LESSOR is in no way liable for bad usage and failure to comply with current legislation.

8. Eight

The LESSEE declares having received the moored and equipped vessel as per the attached signed inventory, committing to maintain all gear in a good state as well as the facilities found thereon.

9. Nine

The LESSEE agrees to ONLY carry the AUTHORISED number of people onboard the vessel corresponding to the vessel capacity. In any case, the LESSOR accepts no responsibility whatsoever where the number of people onboard exceeds capacity.

10. Ten

For leases running over one day, the LESSEE must notify the LESSOR of the usual mooring place for the vessel clearly stating the port and the mooring number. Where this notification is not forthcoming, it is understood that the vessel will spend the night in its usual mooring place. In any case, the vessel must be moored at 7 pm and where this is not the case, the LESSEE will notify the LESSOR on the telephone numbers shown in CLAUSE THREE for supervision and assistance until it is moored. The LESSEE agrees to not leave the vessel moored or anchored without anyone onboard, not leave it in roads or unprotected waters, and especially in a place not requiring payment for moor rights, excluding groundage.

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11. Eleven

The purpose of this contract is recreational sailing, the vessel not being able to be used for commercial or profitable operations. Participation of the vessels in regattas, sports competitions as well as training is completely prohibited. The LESSOR not only assumes no responsibility whatsoever, where the aforementioned is not adhered to, but also, in addition, is expressly authorised to demand compensation, including recourse to law, where the vessel is used for any other purpose which is not exclusively recreational.

12. Twelve

Where the vessel is used for criminal purposes, the LESSOR is not only expressly free from any liability but also expressly legitimised to demand compensation from the LESSEE and all those warranted in Law.

13. Thirteen

The LESSEE agrees to not sail the vessel subject to this contract under the influence of toxic drugs or narcotics nor alcoholic drinks. Where this is the case, as well as being free from any liability, the LESSOR is authorised to demand, including with recourse to law, compensation for reckless use of the vessel and for any other damage arising thereof.

14. Fourteen

The LESSEE is liable for any damage caused to the leased vessel or loss thereof or of any of its parts, as well as for the expenses arising for delays caused in delivering the vessel. The LESSOR is authorised to demand, including with recourse to law, compensation for damage caused.

15. Fifteen

Where any passenger or crew member, where applicable, have any accident on the vessel, this must be notified to the LESSOR immediately, formalising in writing the causes, circumstances and consequences to events, as well as the personal information and address of the victim and of the witnesses to the event. Accident will be taken to mean, for the present contract, any accidental, spontaneous and violent event not at the wishes of the victim and which occurs to any of the vessel occupants.

16. Sixteen

All costs arising from in compliance with this contract by the LESSEE and, specifically, those relating to not delivering the vessel in due time and manner, will be compensated to the LESSOR who is authorised to demand them, including with recourse to law, from the former.

Expressly included in the compensation amount are those equivalent to the suspended profit the LESSOR would no longer see.

17. Seventeen

If the present contract were to be dissolved due to a cause attributable to the LESSEE, the latter will forfeit to the LESSOR the amount paid on account for the vessel hire, being obliged to pay the entire lease amount.

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18. Eighteen

Where the vessel is not available for hire due to a breakdown or similar cause, and whereby the LESSEE is unable to use it, the LESSOR agrees to supply a vessel with similar features or, failing that, to return the monetary amount proportional to the time the leased vessel is not used, without the LESSEE being able to claim anything further for this point. Weather conditions which in no way may be attributable to the LESSOR are expressly excluded, neither will they provide the right to a reduction or refund for monies paid nor to an extension of the contract.

19. Nineteen

All monies which may correspond to the LESSOR and which the Insurance refuses to cover will be made payable to the latter by the LESSEE, without prejudice to the rights which the latter may have against the insurance company.

20. Twenty

In order to resolve any dispute possibly arising from the correct interpretation of the terms and conditions in the present contract the parties, expressly waiving any jurisdiction which may correspond to them, subject themselves to the Courts of Inca and Tribunals of Palma de Mallorca.

In witness whereof, accepting the aforementioned clauses and latter clauses set out on the back, the following sign the present document in duplicate in the place and on the date shown at the top.

THE LESSOR_____

THE LESSEE_____

JES Mallorca.

According to the provisions of the Organic Law 15/199 of 13 December on the Protection of Personal Data, we inform you that the data collected will be incorporated into a file under the responsibility of JES Mallorca in order to meet the commitments arising of the relationship we have with you.

Likewise, we inform you that exercise their rights of access, cancellation, rectification and opposition by writing to our address, Ctra . Pollença-Port de Pollença, km 60, c / Urxella 6 Siller, 07470 Port de Pollensa Until you tell us otherwise, we understand that your data has not been modified, you agree to notify any change and that we consent to use in order to give commitment.