

## LEASE OF BOATS

MANUEL VALERO GALLEGO C/ Mallorca, 36, Torrevieja, Alicante NIF 20.081.482-K  
Tel. 690 842 309

The leasee.....address.....  
.....DNI.....With qualifications in force Skipper / Captain  
of.....  
Email..... Phone.....  
1. Accompanied by: .....passport n°..... phone.....  
2. Accompanied by: ..... passport n°..... phone.....  
3. Accompanied by: .....passport n°..... phone.....  
4. Accompanied by: ..... passport n°..... phone.....  
5. Accompanied by: .....passport n°..... phone.....  
6. Accompanied by: ..... passport n°..... phone.....  
7. Accompanied by: .....passport n°..... phone.....  
8. Accompanied by: ..... passport n°..... phone.....  
9. Accompanied by: ..... passport n°..... phone.....

The leaser and the leasee, agreed in renting the described boat in the following Special Conditions.

1. Type of boat: ..... Registration: ..... Name of Boat: .....
2. Harbour: ..... Marina International Torrevieja.....
3. Authorized number of persons: .....including the skipper.
4. Rental period: ..... Boarding: ..... Disembark: .....
5. Price: ..... € final cleaning.
6. Deposit: 1000 € payable at the time of shipment.
7. Equipment - inventory / stock: .....
8. Auxiliary engine: .....yes..... Auxiliary boat: .....yes.....

## GENERAL CONDITIONS

1. LEASEE / LEASER ensure that the skipper designated in this contract, has the knowledge and experience necessary for the government of the rented boat, who is holder of the legally enforceable title in Spain and it will for the duration of this contract available to the relevant authorities.
2. Manuel Valero Gallego leases the pleasure craft described in the Special Conditions, for the period and the price described above, subject to the provisions of this contract.
- 3 - The LEASEE will deliver at the time of shipment, a deposit, the amount described in the Special Conditions, which will be returned at the time of completion of this contract and when the condition of the boat has been checked by the ship owner.
4. The LEASEE is obliged to return the boat to the leaser with a full tank of fuel or to pay the difference, plus 60 € for refuelling service.
5. The LEASEE undertakes to use the leased boat as if it were his property, according to the rules of good navigation, and respecting the law. The LEASEE / LEASER are under obligation to keep the leased boat as well as all existing facilities in it, in good condition.
6. The LEASEE will not exceed the authorized number of people. The vessel under this contract will be used for recreational boating only, it must not be used to carry out commercial or profitable operations or to be subleased.
7. The LEASEE agrees not to leave the vessel moored or anchored, without any person on

board, and which does not require payment of mooring right. It is ADVISED THAT THIS EVENT IS EXCLUDED FROM VESSEL INSURANCE COVERAGE and the LEASEE is solely responsible for, assuming all civil, criminal and financial consequences accruing from their actions or neglect with their present and future assets.

8. The LEASEE agrees not to steer the boat detailed in this contract whilst under the influence of alcohol, toxic drugs or narcotics, or to ship weapons or illegal or undocumented people - the leasee is responsible for such criminal and civil acts.

9. The LEASEE is responsible for any loss, or damage, that occurs, both on the boat leased and any of its elements such as dinghy with its outboard, as well as delays in the scheduled delivery of the vessel. If in the case of any of the above circumstances, the leaser will retain / deduct the deposit to compensate the damages caused both material and lost profits. If Manuel Valero Gallego is delayed at least 24 hours in the delivery of the vessel on the date indicated, boarding by Force Majeure, the Client may request the return of the corresponding amounts proportional to the delay with respect to the registration period. If it were not for Force Majeure, the leasee may request termination of this contract and the return of all the quantities delivered to date for not being able to use the boat.

10 - The LEASEE shall immediately notify the owner of any accident, loss, damage or incidence regardless of their nature. In the case of accidents should formalize an accident report, describing the causes, circumstances and consequences of what happened and, if known, the name and address of the originator of the act and witnesses, and also the names and addresses of the injured, if any. It will be understood by accident, for the purposes of this contract, any casualty, spontaneous act, external or violent.

11. If this contract is terminated by reason attributable to the leasee, the cost of cancellation is 50% up to 30 days before embarkation, and no refund in the last 30 days before embarkation.

12 - In this act, the Leasee gives his consent for their personal data being integrated by Manuel Valero Gallego in files within the limits laid down in legislation on data protection to be under his responsibility. The data may be processed automatically and preserved in accordance with the terms of the law. The Leasee has the right to access Leasee data and where appropriate, to request rectification or cancellation.

13. This agreement translates as closely as possible into Spanish, for those who prefer or better understand that language. However, in case of doubt or differences of interpretation of any provision of this contract, the Spanish version will prevail before the English translation.

14 - Manuel Valero Gallego reserves the right to evaluate the Skipper / Leasee who rents the boat by a navigation test and / or knowledge. If the leasee capabilities are unacceptable at this point, and the cost of appointing a skipper is unacceptable, the contract will be rescinded and the entire advance payment will be refunded. In such circumstances the contract will be automatically terminated without asking each other for indemnization for any damages or lost profits.

15 - For the resolution of any disputes arising from this contract, the parties submit to the Administrative Authorities and Courts of Torre Vieja, renouncing their own jurisdiction thereof.

Manuel Valero Gallego The Leasee