

CONTRATTO DI LOCAZIONE UNITA' DA DIPORTO

BAREBOATS CHARTER PARTY

Tra la Società <i>By and between</i>		PENNE BIANCHE YACHTING			
Con sede in: <i>addressed at</i>		Via Aquileia 4 22012 Cernobbio (Co) Italia		P.I.V.A.: 02662800131 <i>I.V.A code:</i>	
in persona del legale rappresentante Sig. <i>as your legal rapresentant Mr.</i>		Brunella Tattarletti		Nato a , il Como 06-02-62 <i>Born to, on: Italia</i>	
e residente in: <i>and resident in:</i>		Via Aquileia 4 Cernobbio (Co) ITALIA 0030-694-8222463			
Qui di seguito definito LOCATORE <i>Hereinafter called the LESSOR</i>					
E <i>And</i>					
Codice Fiscale <i>Code</i>		Phone:		Documento d'identità: <i>Doc. Confirming identity</i>	
e residente in: <i>and resident in:</i>					
Qui di seguito definito CLIENTE <i>Hereinafter called the CHARTERER or CLIENT</i>					
Si conviene e stipula quanto segue: l'Armatore da in locazione al Cliente, che accetta, dichiarandola conforme alle proprie esigenze, <i>Whereby it is agreed as follows: the Lessor agrees to let bareboat charter to Charterer, who agrees, the declaring it suitable to his own necessities,</i>					
L'unità da diporto: A MOTORE E VELA <i>The SAILING BOAT</i>		Modello: GRAND SOLEIL 46 <i>Yacht type:</i>		Mese / Anno: 1985 <i>Month / Year:</i>	
Denominata: PENNE BIANCHE <i>Named:</i>		Bandiera ITALIANA <i>Flag:</i>		Matricola N <i>Reg. N°: 15 GE 0651 D</i>	
Abilitata alla navigazione: SENZA LIMITI <i>Allowed to the navigation: WITHOUT LIMITS</i>		Con un equipaggio minimo: <i>With a minimum number: n/a</i>		e massimo di: 4 PERSONE <i>and max number: 4</i>	
Regolarmente assicurata <i>Regularly insured</i>					
Polizza RCT INA ASSITALIA					
Il presente contratto ha la durata di giorni <i>The yacht will be hired for a period of</i>		7		al termine dei quali non si intende rinnovato. <i>Days at the end of which this contract shall not be renewed.</i>	
L'unità sarà consegnata al Conduttore presso il porto di: <i>The yacht must be delivered to the Charterer in the port of:</i>		Paros, Greece		il giorno 20 September 2014	
L'unità sarà riconsegnata al Locatore presso il porto di: <i>The yacht must be redelivered to the Lessor in the port of:</i>		Paros, Greece		il giorno 27 September 2014	
L'unità sarà utilizzata entro i seguenti limiti: <i>Crusing area:</i>		ITINERARIO CONCORDATO CON SKIPPER BRUNELLA			
Canone complessivo della Locazione: <i>The Charter Fee is agreed in :</i>		€		I.V.A. incl. che sarà corrisposto anticipatamente, come segue: a titolo di caparra confirmatoria il <i>I.V.A.T. included and it has to be paid as follows: as a down payment/deposit of</i>	
50%, pari a: <i>equivalent to:</i>		€		Alla firma del presente contratto. <i>On the signing of this contract</i>	
, pari a: <i>equivalent to:</i>		€.		entro e non oltre il: <i>whithin</i>	
A saldo pari a: <i>equivalent to:</i>		€		<i>whithin</i>	
Deposito cauzionale da versare in contanti all'imbarco pari: <i>Security deposit to be paid in cash at embarkation equivalent to:</i>		non previsto			
Comandante dell'unità per il periodo della locazione sarà il Sig. <i>Captain of the yacht during the period of hiring wil be Mrs.</i>		BRUNELLA TATTARLETTI			
Nato a, il 06-02-62 <i>Born to, on</i>		COMO		Residente a/ in: <i>resident in:</i>	
		Via Aquileia 4 22012 Cernobbio (Co) ITALIA			
Patente nautica N° <i>License n°</i>		208330		Rilasciata da / il: <i>issued by:</i>	
		CAPITANERIA DI PORTO DI GENOVA			
Valida sino al: <i>valid until:</i>		09/12/13		per la navigazione: <i>for navigation</i>	
		Motore e vela senza alcun limite dalla costa		. Certificato RTF: n° <i>. RTF License n°</i>	
				7177	
La scelta del Comandante e/o la sua eventuale sostituzione è subordinata la gradimento dell'Armatore. <i>The choice of the Captain and her eventual substitution shall be subject to le Lessor approval..</i>					

CONTRACT CONDITIONS

1 PAYMENTS

The Client undertakes to pay the Lessor all sums above terms agreed. The non-payment of any of them or non-compliance with its terms, will result in the termination of this contract, legitimizing the Lessor to withhold any payments received.

Terms of Payment: 50 % at the booking and the balance 30 days prior departure.

The deposit must be made to confirm the booking and as acceptance of these terms and conditions.

The quote includes: skipper, cooking service except 3-4 dinners, bed linen and towels, all risks and third party insurance.

The quotes excludes: extra expences for food, drinks, fuel, ports, food for crew.

Personal accident insurance, optional but recommended.

2 OBLIGATIONS OF THE CLIENTS

The Client is required to use the unit with special care, according to the technical characteristics, exclusively for pleasure, and in accordance with agreed employment. He also obliged to adhere to the orders given by the skipper to protect the security and safety of life at sea.

Each passenger is personally responsible for his/her belongings and is personally liable for any loss, theft or damage. Passengers will also be held responsible for any malicious or deliberate damage caused to the boat. The Lessor declines any responsibility and will collaborate with the Authority should any passenger make use of or be in possession of narcotics or any illegal substances aboard the vessel.

3 DAMAGE, ACCIDENT REPAIRS

The boat will be at disposal of the Client in perfect conditions of cleanliness and efficiency, complying with regulations and complete with all the safety equipment required for the navigation that will be carried out.

If the unit without the responsibility of the Client, is affected by a failure or any other cause which may prejudice the reasonable use for a period greater than 48 consecutive hours, the Lessor will be required to repay the amount of the lease has not been used daily, and the Client can have no claim for further damages.

4 CONTRACT CANCELLATION

The Lessor reserves the right to cancel cruises and / or contracts at any time. Should this happen, he has a legal obligation to refund the full amount received by the customers (art. 10 L.1084 of 29.12.1977). On the other hand, he may also propose a similar cruise to the one booked to be taken where possible.

5 WAIVER OR INTERRUPTION

In the event of cancellation of the execution of this contract, the Client shall give prompt written notice to the Lessor which shall be entitled to withhold or require: a) the deposit - if notice is given before the due date for payment of the balance, b) deposit and the balance if notice is given 30 days prior to departure.

However, if the Lessor rents the unit to another customer for the same period of time and on terms no less favorable than those agreed, will return to the Client the payments received by holding an amount equal to the expenses (including commissions) incurred for the conclusion of this contract and for the eventual relocation. The Client, in the event of voluntary termination of the journey will not be entitled to any refund.

6 BAD WEATHER

The skipper does not assume any responsibility for delays in departure or interruption of the cruise due to adverse weather conditions. The skipper has full right to set up the cruise program, to vary the routes, the stops, the ports of boarding/landing due to adverse weather conditions, that may affect the safety on board, for technical reasons or for other reason not attributable to human will (Navigation Code Art. 302).

7 PERSONAL INJURIES

At the Client boarding the skipper will inform and illustrates the safety rules on board. The Client comes on board on full awareness of the risks that a cruise on a sailing boat may result. In case of an accident not due to the skipper or because failure to comply to safety rules or carelessness of the Client, the same Client can not retaliate or request a compensation. A personal accident policy is recommended. The Client is committed to inform before boarding, being strictly personal, the Lessor of any health problems, allergies to medications or foods or other personal specific needs.

8 ACCEPTANCE

The payment of the deposit constitutes acceptance of these conditions.

9 DISPUTES

Any dispute shall be resolved by the Italian Judicial Authorities.

This contract is regulated bylaw of rectification n. 1084 of 29/12/1977, and in execution of the International Convention of Brussels of 23/04/1970. Whatever is not specified in the present contract will be regulated by the related current laws.

SPECIAL CONDITIONS

Località: _____ li: _____

Lessor

Captain

Client

Penne Bianche Yachting

Brunella Tattarletti

Pursuant to art he. 1341 and 1342 of the Civil Code, as well as Bis 1469 et seq Code, the undersigned hereby expressly declares to have read and to accept, as a result of specific negotiation, the following clauses of this contract: 1) Payments 2) Obligation of the client 3) Damage, Acciden repaires; 4) Contract cancellation; 5) Waiver or interruption; 6) Bad weather; 7) Personal injuries; 8) Acceptance; 9) Disputes

Pursuant to Legislative Decree 30/06/2004, n. 196, concerning the "Code regarding the protection of personal data", the Company agrees to use the data included in this document only in order to conclude this contract and not to disclose to third parties.

