

SEASON 2009-2010 SPARKLING CHARTER GENERAL CHARTERING TERMS

Article 1 of the charter agreement specifies the complete references and details of the lessor and the lessee, the chartered vessel, the rental period including embarkation and landing fees, the charter price added to the price of non included options and equipment, sailing category and the number of authorised passengers, the value of the vessel and the amount of the insurance excess clause.

ART. 2: CANCELLATION BY THE LESSEE AND CONDITIONS

- a) The period for which the agreement has been concluded can only be modified with the lessor's consent, and as far as this is possible.
- b) The payment of the hire fee will remain acquired by the lessor, whether the lessee used the vessel during the rental period or not, irrespective of the motive.
- c) Cancellation insurance may be taken out by the lessee for his benefit and at his own expense. A copy of this supplementary insurance contract may be supplied to the lessee on request.
- d) Cancellation conditions:
 - 180 days or more before departure: reimbursement of down payments less 275 € to cover the lessor's management costs. This is an agreement clause and not a lump-sum indemnity.
 - Between 180 and 90 days before departure: reimbursement of 50 % of the down payments less 275 € to cover the lessor's management costs. This is an agreement clause and not a lump-sum indemnity.
 - 90 days and less before departure: no reimbursement.
- e) If the supplied vessel is not seaworthy, either because an element essential to security is missing, or because it is not in conformity with regulations and if the lessor is unable to supply a vessel with the same number of berths within 48 hours, the lessee may terminate the agreement and have any paid amounts refunded without being able to claim compensation through damages.

ART. 3: CANCELLATION BY THE LESSOR

If, for reasons that are beyond the lessor's control, or following a damage that occurred when the vessel was previously hired, the lessor is not able to supply the vessel at the agreed date, he will have the option to either supply the lessee with another vessel that has the same number of berths within 48 hours, or to refund the paid amounts without being able to claim damages. Refunding will be based on the length of time during which the vessel was unavailable without the lessee being able to claim payment for any additional costs. When supplying the vessel on any base other than the main base of the lessor, i.e. the vessel is conveyed upon the lessee's request, in the event of delayed delivery due to reasons that are beyond the lessor's control (hampering weather conditions or other reasons) and that exceeds 48 hours, the lessor will offer the lessee either the reimbursement of the days lost or the extension of the charter period by as many days or the payment of the transport costs to reach the vessel where it is located, without any other possible form of compensation. If required, the lessee may advance the transport costs which will be reimbursed by SPARKLING CHARTER upon presentation of supporting invoices.

ART. 4: TERMS OF PAYMENT

Reservation more than 3 months before the departure: advance of 30 % upon reservation, 2nd advance of 30 % 3 months before departure, balance of account 1 month before departure

Reservation between 1 and 3 months before departure: advance of 50 % upon reservation, balance of account 1 month before departure.

Reservation less than 1 month before departure: 100 % upon reservation

In case the balance payment is not paid on due date time, Sparkling Charter will cancel the booking and reimburse 50 % of the down payments.

Payment by visacard, mastercard, bank transfer. Cash payment in € only not exceeding 50% of total amount. Cash payment must not exceed 50% of total amount

ART. 5: VESSEL INSURANCE AND EXCESS

The lessor states he has taken out a comprehensive insurance policy that insures the lessee against any damage that he may cause the hull to incur, its accessories and dependent elements, full or partial theft, (except of the tender and outboard engine), hijacking or misappropriation and appeal to third parties for material damage and physical injury (civil liability). The lessee remains his own insurer up to the amount of the excess, specified in article 1 of the rental agreement. A copy of the excess repurchase insurance contract will be delivered to the lessee on request. Payment of the yacht insurance premium is included in the cost of the charter. Loss or theft of the tender and/or its engine is not guaranteed by the insurances. In such event involving the tender and/or its engine, the lessee will bear the full cost of purchasing brand new and identical equipment during or at the end of his charter. The insurance policy does not insure transported persons against any accidents they may have. The lessor disclaims any responsibility for losses and damages involving the lessee's personal property or that could affect the lessee or his crew. Individual insurance policies may be taken out by the lessee for his benefit and at his own expense to cover the risks mentioned above. **Special conditions apply in case of regattas (particularly, insurance and deposit are doubled, cashed one month before departure and reimbursed if the vessel and equipment are returned without any losses or damages), please consult us.**

ART. 6: CHARGE OF THE VESSEL

In any event, the lessee takes charge of the vessel when the total cost of the charter has been settled, contract and chartering conditions signed, and the deposit has been paid, handover carried out and the inventory has been signed by both parties. Before the departure at the latest, the lessee and the liable skipper must provide the lessor and/or its central agency with a photocopy of their passports. The lessee must also provide the lessor and/or his central agency with a crew list featuring the complete details of all those onboard. The lessor must supply the lessee with a seaworthy vessel, which is equipped and insured in compliance with the laws and regulations in force in the lessor's country. The description of the vessel, its fitting and equipment elements all feature in an inventory that must be handed to the lessee together with the vessel's instruments instructions and documents. The lessor undertakes to supply the lessee with a berth free of charge in the embarkation port for the first day and the last day of the charter. The signing of the inventory confirms recognition on the part of the lessee of the vessel's proper operating condition and cleanliness, excluding concealed defects. Before departure, the lessee must report the absence or imperfection of any security element on the vessel with which he is supposed to be very familiar since he must perform a complete and meticulous inventory of all the vessel's elements before his departure. The lessee may not leave until he is satisfied with the replacement of the inadequate or faulty element. Any claim that is not made within 24 hours will be invalid because it was not presented within the permitted deadline.

ART. 7: USE OF THE VESSEL-RESPONSIBILITIES-DAMAGES

The lessee must be aged over 21 on signing the contract. **It is strictly forbidden to sail alone.**

The lessee undertakes to use the vessel with due care and attention and in compliance with the regulations of the countries visited, particularly the customs declarations and payment of customs duties on arrival and departure from each State visited.

The lessee or the skipper designated in the contract hereby declares that he/she possesses the knowledge and experience required for the proposed sailing. This person must complete a form summarising his sailing experience and submit it to the lessor and/or his agent. **The lessor reserves the right to refuse availability of the vessel if the skipper and/or crew do not, in its view, have sufficient competence, notwithstanding the references, certificates and licenses presented. In this event, the lessee must accept, at his expense, the presence of a professional skipper approved by the lessor onboard the vessel, or have the contract cancelled without reimbursement or indemnity, or must accept to remain moored for the entire period of the stay and bear the cost of the harbour dues.** In the event that a skipper is required, the lessee remains responsible for all of his acts and those of the crew, in particular during participation in manoeuvres, steering, etc. In this respect, the lessee remains liable for paying the deposit.

The lessee undertakes to embark only the number of persons authorised. He/she agrees to use the vessel for yachting purposes only, to the exclusion of any commercial operation, professional fishing or professional transport. He/she must advise the lessor in case of participation to a regatta. The lessee explicitly discharges the lessor from any liability as owner or otherwise, arising from any transgression of these or others prohibitions, and will be individually accountable, with respect to the police, customs and maritime service authorities, for any proceedings, court actions, fines and confiscation incurred by him/her due to the aforementioned transgressions, even in the event of involuntary fault on his part. In the event of seizure, confiscation or immobilisation of the rented vessel, the lessee will be liable to pay the lessor an obligatory contractual indemnity corresponding to the charter price in force for the entire period in which the vessel is seized.

The lessee is responsible for keeping a log in which all navigation details, account of any incidents and damage relating to the vessel and its navigation, must be noted. This log must be left on board at the end of the charter period. **It is strictly prohibited to sail by night (except if especially authorized by the base manager), to enter or leave an anchorage area, marina or port by night.** Some areas may also be prohibited to sailing, and will be specified by the lessor during the handover.

In the event of any loss or damage during the rental period resulting from the normal use of the equipment, the lessee is authorised to immediately take, under his own responsibility, the initiative to repair or replace the equipment, provided that the amount does not exceed 10% of the deposit paid on departure. This expense will be reimbursed to the lessee by the base chief on his return and upon presentation of an invoice, if the loss or damage is not due to any fault or negligence on the part of the lessee or the persons embarked. The lessee must consult the lessor for any repairs exceeding this amount. In the event of any damage or sea risk, the lessee is responsible for notifying the lessor in order to request instructions and for sending a detailed notification of claim by mail, telegram fax or electronic mail within a period of 48 hours under pain of forfeiture. In the event that the lessee does not perform this formality, he/she may be held liable for paying the entire amount of the expenses incurred by the damage. Loss of the right of enjoyment resulting from the damage occurring during the charter period will not be subject to any reimbursement, irrespective of the cause of the damage, except if this damage is not imputed to the lessee. If so, an excess of 48 hours will be applied. In the event of the loss of any accommodation equipment (linen, bedding, crockery, kitchen battery, cockpit cushions, etc.), the lessor will provide identical replacements at the expense of the lessee including the carriage charges and import duties for transporting the material to the departure base. A price list for this material is available from the lessor.

Before leaving the port at the start of the charter period, the lessee is responsible for obtaining information on the weather forecast and sea condition for the first few days of the rental period. The lessee is not advised to take to sea in the event of winds forecast at force 7 or above on the Beaufort scale. In this case, the lessee must remain in close proximity to the port of departure or very close to a shelter along the coastline, and must remain within 5 nautical miles of the said coastline. Throughout the entire charter period, the lessee must be continually aware of the weather bulletins and refrain from taking to sea each time a force 7 gale warning is announced, all the more so during a period of cyclones. In the event that a depression, tropical storm or even a cyclone is announced, the lessee is responsible for regaining the closest marina, shelter or cyclone hole listed as such. In the event that these safety rules are disregarded, full liability for any damage or loss will be borne by the lessee.

Subleasing or loaning is strictly prohibited.

ART. 8: RETURN OF THE VESSEL AND THE DEPOSIT

The lessee is responsible for returning to port within the period stipulated in this contract with the exception of any subsequent written amiable agreement. Upon returning, the lessee must report to the base chief and arrange a meeting for the contradictory inventory. The inventory time is a full part of the charter period set out in the contract.

Each day of delay will grant the lessor the right to double the daily price of the present chartering irrespective of the cause of the delay. Poor weather conditions cannot be used as justification, since the skipper must take appropriate actions to deal with this eventuality. However, the skipper is prohibited from taking to sea in the event of winds announced force 7 or above on the Beaufort scale in order to regain the base to which the vessel is to be returned. In this case, the lessee must contact the charter base, which will give any instructions. If, for whatever reason, the lessee is not able to return the vessel to the designated port in person, the lessee must, at his own expense and risk, put the vessel in proper keeping and return it by a qualified escort after having notified the lessor or its representative. The charter will only terminate after the vessel is returned to the lessor under the conditions set out above. The lessee must return the vessel in good working order and in a clean state. If the condition of the vessel is satisfactory, the deposit will be returned to the lessee subsequently, within one month after the vessel has been returned. If any deterioration or loss is noted on the vessel or any accessories listed in the inventory, the lessee is liable for paying for the repair or providing brand new and identical replacement. To this effect, the deposit can be collected without notice. In the event of a claim covered by the vessel's insurance, reimbursement of the deposit will be deferred until full payment of the claim has been made by the insurance company, with deduction of the excess and any charges additional to the premium that may result from the claim.

ART. 9: CONSUMABLES

The vessel is delivered with a full complement of water, diesel oil, gas for the kitchen and petrol for the outboard engine. The lessee will bear the cost of all the consumables during the charter period and **must return the yacht with a full complement of water, diesel oil and petrol for the outboard engine.**

ART. 10: COLLECTION OF THE DEPOSIT

At the end of the charter period, all the amounts due by the lessee must be settled at the base before the lessee's departure. In case of damage, deterioration or loss and without any further notification, the lessor is expressly authorised to collect the deposit without the lessee being able to register an exception. After the aforesaid collection, the lessor or its agent will send any balance due to the lessee.

ART. 11: LITIGATION

Any litigation concerning the present contract will lie with the jurisdiction of the court on which the registered office of the lessor company depends.

ART. 12: The information contained within article 1 of the present contract and which concerns the lessee may be placed in the computer files of SPARKLING CHARTER. In compliance with the law known as "computerised data & freedom" of 6 January 1978, the lessee has the right to access and modify any information concerning him/her that is contained in these files.

CHARTERER'S SIGNATURE (hand-written: "read and approved"):