

#### 4. Deposit:

The deposit is to be paid in cash or by credit card before the handover of the yacht at the charter company.

- € 2.500 from 30 up to 39 ft
- € 3.500 from 40 up to 49 ft
- € 4.500 from 50 ft and catamaran

The deposit serves to settle damages and losses incurred during the charter time. The deposit also serves to compensate for deductibles, which are borne by the charterer or third parties. Damages, losses and deductibles will be charged to the deposit of the charterer.

#### 5. Yacht command and handling:

The charterer or the skipper nominated by the charterer with the following name and address, mobile phone:

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assures that he has the required knowledge, qualification and experience to guide the yacht in open waters and he has the following sailing license:

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In case of damages, this information will be checked by the insurance, port authority, etc. The named skipper confirms this information by his signature.

#### 6. Insurance:

The yacht is fully comprehensive, and liability insured with a deductible of € 2,500 to € 4,500 depending on the size of the ship for each damage event (liability insurance for personal injury and property damage up to € 7,000,000, -). Each deductible must be borne by the charterer. The insurance does not lead to a release from liability of the charterer for damages that are not covered by the insurance, which were caused by gross negligence or intent of the charterer. In addition, not covered are personal injury caused by accidents on board and damage to their own entrained objects.

Claims of the charterer because of non-usability of the yacht due to damage or total loss caused by the charterer or third parties during the charter period are excluded. For acts and omissions of the charterer, for which the charter company might be liable by a third party, the charterer indemnifies the charterer company from all private and criminal consequences, including all costs and prosecutions at home and abroad. The charterer takes over the yacht at his own responsibility. The charterer company is not liable for him or any other person on board.

#### 7. Special obligations of the charterer:

The charterer must name all traveling passengers (crew) no later than 6 weeks before the start of the charter. The crew members are considered vicarious agents. The charterer must responsibly handle the yacht and equipment in accordance with the rules of proper seamanship, in particular

to observe the legal regulations of the countries of stay and transit (port manual) and to declare and declare them in accordance with regulations, to keep the logbook properly and to keep it on board, to carry out the necessary checks and maintenance on sails, technical equipment, engine, etc. night sailing only with special permission of the charter company, the charterer is obliged to check the oil level of the engine daily, checking that the cooling water is sufficiently discharged. damage caused

by dry running of the engine or overheating due to a lack of cooling water supply is under no circumstances insured and will be charged to the charterer. Likewise, the engine must not be used in an inclined position with sails above 10 degrees, as the engine may not get enough water or oil.

It is forbidden:

carrying out paid transport of persons or goods, to take animals on board leave the yacht to third parties, declare dutiable goods or dangerous goods on board, more people than allowed on board, to participate in betting or racing / regatta (unless previously approved) to tow other vehicles if there is no distress or other means of rescue.

In case of an accident:

only to lug with your own leash no agreement on towing and / or recovery costs, without the agreement of the charter company

In the event of non-compliance with all the above points, the charterer is fully liable for all direct and subsequent costs, the deposit is forfeited. If damage occurs during the charter period, the charterer arranges the immediate correcting of the damage up to the amount of € 300. Replaced parts must be kept. In the case of major damage, as well as in case of accidents, loss, inability to maneuver, confiscation or obstruction of the yacht and possible delays, the charter company must be informed immediately.

The charterer must do everything that reduces the damage and its consequences (such as downtime of the charter yacht, etc.) and, in agreement with the charter company, to commission, document, monitor and present the repairs. In the event of damage, the charterer will produce a transcript and provide counter-confirmation (port captain, doctor, witnesses). If damage cannot be repaired on the spot, the charterer is obliged to return to the charter base after consultation with the charter company. Expenses will be reimbursed by the charter company against a receipt and detailed report.

Before the start the charterer is responsible to inform himself intensively with the sea area to be traveled and to check all means of navigation on board of the charter yacht for completeness and functionality.

Damage to the yacht, equipment and accessories for which the charterer is liable, and which are not covered by the insurance, are offset against the deposit from the charterer. If a repair or procurement of substitute is only possible later, the deposit will be kept by the charter company.

The following documents and information must be presented to the charter company 6 weeks before the start of the charter:

- passport and charter contract,
- copy of the sailing certificate, address and mobile number.
- crew list with name, passport number, place of birth and date of birth of all crewmembers.
- orders for the extras,
- arrival time at the airport or at the base, if possible with flight number.

If the documents are not submitted, the customer will not be able to embark.

8. Performance disruptions:

If the charterer withdraws from the charter contract, the following cancellation fees are to be reimbursed from the charter price in the following amount to the charter company:

60% of the charter fee up to 8 weeks before the start of the charter up to 4 weeks before charter start 80% of the charter fee from 4 weeks before charter start 100% of the charter fee

For every cancellation, the charter company reserves the right to terminate this booking without notice. In any case, there is no repayment claim for payments made by the charterer. If the charterer company cannot provide the yacht or an alternative yacht within 48 hours, the charterer can demand a reduction of the charter fees for the downtime or withdraw from the charter contract. The charterer cannot withdraw from the contract or claim for refund if parts of the equipment of the yacht could be turned out as defect from the previous charterer and cannot be replaced in time by the charter company, if the yacht is not impaired in its seaworthiness.

If the charter company is not responsible for the disruption, the charterer cannot assert any further claims. This also applies to secondary failures.

The charterer loses all claims whose reasons the charterer did not confirm in writing to the charter base representative at the time of returning the yacht. Further claims of the charterer for compensation (for example travel, accommodation costs, lost vacation, travels insurance premium, etc.) are excluded and will be borne by the charterer.

#### 9. Handover / takeover of the yacht:

The yacht is handed over to the charterer with full diesel tanks and spare fuel canisters. The status of the yacht, the completeness and the functionality of the equipment and inventory will be checked carefully by a charterer based on a list of equipment and confirmed by signature. Before departure, the charterer must check the engine, the electric windlass, the bow thruster (Jet thruster), the sails and rolling equipment for the sails in the mast and at the bow, Bimini top and Sprayhood by himself and confirms their functionality and perfect condition before departure. Subsequent damage and missing equipment of the yacht is charged to the charterer.

Damage to the yacht and the equipment that do not affect the seaworthiness of the yacht and continue to allow the use of the yacht, do not justify a reduction of the charter price or withdrawal from the charter contract. All complains reported after the handover of the charter yacht to the charterer will result in no reduction or reimbursement of the charter price. The charterer must inform himself in detail before the start of his sailing trip about the conditions of the sailing area and to check that all means of navigation on board of the yacht are complete and functional. The charter company is not liable for such damages resulting from inaccuracies, changes and / or errors of these provided nautical aids, such as nautical charts, port guides, compass, radar, GPS navigator, etc. The failure of these navigational aids such as GPS navigator, plotter, autopilot, bow jet (Jet- / Bowthruster), radar, etc. do not justify a reduction of the charter price or withdrawal from the charterer contract.

For personal belongings forgotten on the yacht and / or damages caused by water on own mobile phone, laptops, cameras etc. the charter company does not take any liability. The Charterer is aware of that the technical equipment of the yacht enables the storage of various data (such as position data and / or status of the energy balance, drift or touch events, etc.).

#### 10. Return of the yacht:

At the end of the charter the charterer must return the yacht swept clean and full tanked. Used fuel that is not replenished must be replaced by the charterer. Consumption can be calculated as a flat rate. The charter company and the charterer jointly check the yacht condition and the completeness of the equipment. Damages to the yacht as well lost, damaged or no longer functional equipment must be reported immediately upon return.

The security deposit will be returned in the nonappearance of any damages, losses and the yacht is in a swept clean condition. In case of loses or damages, and with a not swept clean yacht the deposit will be retained in whole, unless an immediate settlement is possible. The retained deposit will be settled once the amount of loses, damages and cleaning has been determined by the charter company. The liability of the charterer for hidden losses or damages remains, even after return of the deposit.

#### 11. Extension, delay and repatriation:

The yacht must be returned to the charter base at the agreed time. The charter period cannot be extended without consultation with the charter company. Weather influences do not affect the obligation for punctual return of the yacht. The charterer must therefore keep the yacht in enough proximity to the charter base (return port) in the last 24 hours before the end of the charter. Late return leads to claims for compensation by the charter company. In case of late return of the charterer on the agreed day and time to the charter base the charter company will charge 100, - EURO for each hour after the agreed time of return. In this context it is up to the charterer to include bad weather in his trip planning. In such a case the charterer has no right for refunds which does not lead to an indemnity.

If the charterer stopped his charter at a place other than the charter base (return port), the charter company must be informed immediately. The charterer must take care for the yacht or to let it be provided by a qualified person until the charter company can take over the yacht. The charter ends only with the takeover of the base manager or a person commissioned by the charter company. All costs incurred here are to be borne by the charterer.

If the charterer leaves the yacht at a place other than the agreed place (return port / charter base) for whatever reason, the charterer bears all costs for the return of the yacht to water or land.

12. Privacy clause:

Sun Charter GmbH is the responsible party in terms of data protection law, see [www.suncharter.de/de\\_DE/ueberuns/Datenschutzerklaerung](http://www.suncharter.de/de_DE/ueberuns/Datenschutzerklaerung).

13. Miscellaneous:

German law applies to this contract. Unless otherwise agreed, the statutory provisions (rental law according to BGB) apply. Jurisdiction is Munich. If individual provisions of this contract are void or ineffective, the validity of the remaining provisions shall not be affected.

Date / Place

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Charterer

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Date / Place

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Charter Company

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