



## BAREBOAT CHARTER CONTRACT FOR A PLEASURE YACHT

ARTICLE 1 VPM-Bestsail file nb. \_\_\_\_\_

The undersigned,

Name: **VPM-Bestsail, 30 rue Edith Cavell, F-92400 Courbevoie** as tour operator  
and as agency  
OWNER OR OWNER'S REPRESENTATIVE, PARTY OF THE FIRST PART and

Name: \_\_\_\_\_ First name: \_\_\_\_\_

Address: \_\_\_\_\_

Office phone number: \_\_\_\_\_

Mobile phone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

LESSEE, PARTY OF THE SECOND PART

Hereby enter into the following agreement:

The lessor rents to the lessee, who accepts, his pleasure boat:

Type: \_\_\_\_\_ Size: \_\_\_\_\_ feet

This boat is equipped for ..... persons. The security deposit shall be paid upon embarkation.

Its amount is set at ..... euros payable ☐ by Credit card ☐ Cash

Theft and / or loss the tender and its outboard engine are not covered by the insurance policy.

They are fully chargeable to the lessee.

Night sailing (between sunset and sunrise) is not allowed except if the base manager accepts.

From ..... at ....., to ..... at ....., i.e. .... days

Departure port: \_\_\_\_\_

Return Port: \_\_\_\_\_

The present rental is made for the sum of: \_\_\_\_\_ : ..... euros

+ following options:

: ..... euros

: ..... euros

**Making a total and final price of: \_\_\_\_\_ : ..... euros**

**Payable to the booking office before the beginning of the charter : ..... euros**

The Lessee hereby transfers a down-payment of 30% i.e. ....euros at the reservation

The Lessee hereby transfers the 2<sup>nd</sup> payment of 20% i.e. .... euros at \_\_.\_\_.2013

The Lessee hereby transfers the balance i.e. .... euros at \_\_.\_\_.2013

The parties acknowledge that they have familiarized themselves with the conditions stipulated on the back of this page, as well as with the special conditions contained in the various commercial documents in effect.

Signed in \_\_\_\_\_ in \_\_\_\_\_ copies, dated \_\_\_\_\_

Mr \_\_\_\_\_  
VPM-BESTSAIL AGENT, the lessor  
Signature

Mr \_\_\_\_\_  
The Lessee  
Signature

**EIS FINANCE SARL**

Siège Social: 30, rue Edith Cavell - 92400 Courbevoie • N° Azur: 0 810 204 060 • Fax: + 49 (0) 761 273 193  
www.VPM-Yachtcharter.com • vpm@Bestsail.de

## **ARTICLE 2 – CANCELLATION BY THE LESSEE**

- A. The period for which the present contract has been concluded may be changed only with the owner's approval and only within the limits of its possibilities. Notice of any cancellation shall have to be served on the owner or its representative by mail.
- B. Any modification of the present contract shall be considered as a cancellation, and shall entail equivalent processing charges amounting to 10% of the total rental with a minimum fixed at 100 EUROS, except by written agreement of the owner or of its representative.
- C. The down-payment shall remain the owner's property if the renter request cancellation of the contract for any reason whatsoever. Cancellation fees are 30% fees until 3 months prior charter; 50% until 6 weeks prior charter start and 100% cancellation fees 6 weeks or less prior the departure.
- D. The total of the rental amount shall remain the owner's property, whether the lessee has used the boat during the rental period or not, whatever the reason for non-use may be.
- E. In any event, if the owner manages to re-rent the reserved boat, it shall refund all down-payments made, less the processing charges (2B). In case the boat is not re-rented for an identical period, calculation of the indemnity shall be made on a pro rata basis.
- F. Cancellation insurance may be taken out by the lessee to his benefit and at his expense, to cover the risks mentioned in sections B,C and D. A sample copy of the said contract may be addressed to the lessee on simple request to his charter Agent.
- G. If the delivered boat is not in sailing condition, either because of the absence of an essential safety element or because it does not comply with regulations, and if the lessor is not in a position to offer a boat with identical or superior characteristics, the renter may break the present contract and obtain a refund of the amounts paid without being entitled to claim any compensation in the form of damages and interest.

## **ARTICLE 3 – CANCELLATION BY THE LESSOR**

- A. In case due to damage occurring during the previous rental or in case of any hindrance whatsoever independent of its will, the owner or its representative cannot turn over possession of the boat on the agreed date it shall be fully entitled either to supply the renter with a boat of equivalent or superior dimensions having the same number of berths or to return the amounts paid without the lessee being entitled to claim any damages and interest. The said refund shall be made on a pro rata basis of the number of days corresponding to the loss of possession.
- B. The owner or its representative reserves the right to cancel the rental due to non-observance of payment conditions. In this case, the down-payments made will not be refunded.

## **ARTICLE 4 – BOAT INSURANCE AND DEDUCTIBLE**

- A. The owner declares to have subscribed to a comprehensive insurance policy covering the lessee:
- for the damage he might cause to the boat itself, its accessories and dependencies, for total theft and hijacking, partial theft and the engine. The lessee remains his own insurer to the extent of the deductible.
  - for recourse by third parties in connection with material damage and for bodily harm (civil liability)
- B. Payment of the insurance premium is included in the rental price.
- C. The insurance policy does not cover the persons transported on board from accidents of which they might be the victims.
- D. The owner is released from any liability for the losses or damage relating to the lessee's personal property or which may affect the lessee and his guests.
- Individual insurance policies for the persons carried may be taken out by the lessee to his benefice and at his expenses, to cover the risks mentioned in sections C and D.
- E. For sailing in the Caribbean, the Seychelles and Polynesia, night sailing is strictly forbidden in the absence of a special written waiver from the lessor.

## **ARTICLE 5 – TAKING OVER THE BOAT**

- A. In any event, takeover of the boat by the lessee occurs when the balance of the price has been paid as well as the security deposit and when the inventory has been signed. The lessor must supply the lessee with a boat in condition to sail, equipped and insured in accordance with the laws and regulations issued by the competent authorities for the navigation category planned.
- For Caribbean departures: The charter contract starts at 18h, however, the technical check in and chart briefing will take place in the morning after contract started. No departure from the base at the first evening of contract.
- B. The description of the boat and of its equipment and gear is included in an inventory that must be delivered to the lessee at the same time as the official instruments table, documents and obligatory nautical equipment, the French registration document and the ship's safety certificate. The lessee has 24 hours starting with the time he takes charge of the boat to verify its proper condition and its equipment. Signature of the takeover document is tantamount to acknowledgment by the lessee of the proper operating condition and cleanliness of the boat, with the exception of hidden defects.

## **ARTICLE 6 – USE OF THE BOAT – RESPONSABILITIES – DAMAGE**

- A. The lessee undertakes to use the boat prudently, complying with the regulations of the Maritime Affairs Department, the Customs and the Police of France and of the foreign ports of call. Minor lessees must produce written authorization from their parents or guardian.
- B. The lessee affirms that he possesses the knowledge and experience required for the sailing he plans to do, as well as the permits demanded by the Maritime Affairs Department for operating boats.
- C. The owner or its representative reserves the right to refuse delivery of the boat if the skipper or the crew do not appear to have sufficient competency notwithstanding the references, certificates or permits presented, or for any other reason of which he is the sole judge. In that event, the lessee shall either have to agree to pay the expense of a professional skipper or have his contract cancelled, without any of the amounts paid being returned to him and without either of the parties being entitled to claim damages and interest.
- D. In any event, in case a professional skipper is hired in the interest of proper boat operation, the lessee shall remain fully and entirely responsible for the boat and for its crew.

### **Sailing area limitations:**



Seychelles: Inner Islands ( night sailing is forbidden )

Caribbean: from British Virgin Islands in the north to Grenada in the south ( night sailing forbidden except with authorization from base manager ) Off zones in Caribbean: see attachment 1

Malta: Malta, Comino, Gozo, Sicily, Tunisia

E. The lessee undertakes to embark only the authorized number of persons aboard. He undertakes to use the boat only for pleasure sailing excluding any commercial operation, professional fishing, transport, regattas or any other use. The lessee explicitly releases the owner from any liability as ship-owner or otherwise in connection with any shortcoming in compliance with these prohibitions and shall bear sole liability, vis a vis the Maritime Affairs Department and Customs for trials, proceedings, fines and confiscations incurred by him in this connection, even in case of an involuntary fault on his part. In case of seizure of the rented boat, the lessee shall be required to pay a contractual obligatory indemnity to the owner corresponding to the rental rate in effect. In case of confiscation, the lessee will be required to reimburse the full value of the boat within one week.

F. The lessee is responsible for keeping the log, a copy of which is supplied by the lessor. This is a document in which one must enter the indications relating to sailing and a report on all incidents and damage relating to the boat and to the sailing.

G. In case of loss or damage during the rental period resulting from normal wear and tear of the equipment, the lessee is authorized to take the initiative immediately, on his own responsibility, for repair or replacement as long as the amount does not exceed 10% of the amount of the security deposit paid at the time of departure. The said out of pocket expenses will be reimbursable at the time of his return upon submission of the invoice, if the damage or loss is not due to fault or negligence on the lessee's part or on the part of the persons carried. The lessee must necessarily consult the owner with respect to all repairs exceeding that amount.

H In case of serious damage (dismasting, leakage, fire, etc...), the lessee is required to inform the owner or its representative as well as the insurance broker urgently thereof and to request instructions. Pending receipt thereof, the lessee shall be required to have a report drawn up by an average adjustor in order to obtain reimbursement from the insurance company for the amounts incumbent on him. In case the lessee does not carry out this formality, he may be required to pay all the expenditures caused by the damage.

I. Loss of possession resulting from the damage occurring during the present rental will not be the object of any reimbursement, even in part, for the amount of the said rental, whatever the cause of the damage may be, unless it is not attributable to the renter. Even, in the latter case, a deductible of 48 hours will be applied.

J. Subletting or lending the boat is strictly prohibited.

## **ARTICLE 7 – RETURNING THE BOAT AND THE SECURITY DEPOSIT**

A. The lessee is required to return to the designated port within the times agreed under the present contract, in the absence of a later friendly agreement confirmed in writing. Upon his return, the lessee must report his presence to the owner or to its representative thereof and must make an appointment for purposes of inventory and of boat inspection, the inspection taking place only after all baggage and occupants have left the boat. The cleaning and inventory times are integral part of the rental period provided for in the contract.

B. Every day of lateness shall entitle the owner to an indemnity equivalent to twice the daily price of the present rental, whatever the cause of the delay may be. Bad weather cannot be called upon as a valid reason, the skipper having to take all appropriate steps at the appropriate time to counter such a possibility.

C. If for any reason whatsoever, the lessee is not in a position to bring the boat back to its designated return port himself, he shall have to provide for custody thereof at his own expense and risk and have the boat brought back by a qualified skipper, after having informed the owner or its representative thereof of this fact in writing. The rental shall end only after the return of the boat to the owner under the conditions set forth above.

D. the lessee is required to return the boat and its equipment in good operating condition and clean. If the return condition is satisfactory, the security deposit is returned to the lessee within one month following the boat redelivery. In case of disagreement with the services, any protest that has not been submitted in writing during the cruise to the base manager will not be taken into consideration. If the case arises, any complaint shall have to reach the owner or its representative thereof within a period of thirty days after the end of the rental.

E. If the boat is not returned perfectly cleaned, the cleaning expenses shall be paid by the lessee.

F. If deterioration or loss is noted, whether of the boat or of any accessory whatsoever mentioned in the inventory, the lessee is required to pay the cost either of its repair or of its replacement by an identical item. To this end, an amount may be deducted from the security deposit.

G. If the deterioration or loss results from a claim covered by the insurance policy provided for in article 4, refund of the guarantee shall be deferred until payment by the insurance company of the repair or replacement invoices. The reimbursement will be made after deduction of the deductible provided for and of all accidental expenses that may have been entailed by the loss (telegram, telephone, travel, reports, custody, etc...).

H. Theft and / or loss of the tender and its outboard engine are not covered by the insurance policy. They are fully at the lessee's charge.

## **ARTICLE 8 - CONSUMABLES**

The following are to be paid by the lessee : the engine fuels, lubricants, spark plugs, cooking gas, electric batteries, port fees and tolls, if any, breakdowns, if any and, in a general way, all consumable materials required for proper operation and maintenance of the boat during the rental period.

## **ARTICLE 9 - DISPUTES**

The parties signing the contract shall be entitled to submit their disputes in connection with the application of the present contract to the Conciliation Commission of the French Federation of Nautical Industries. In case no solution is found, jurisdiction shall be explicitly assigned to Paris Courts.

## **ATTACHMENTS**

1 Off zones Caribbean

## **EIS FINANCE SARL**

Siège Social: 30, rue Edith Cavell - 92400 Courbevoie • N° Azur: 0 810 204 060 • Fax: + 49 (0) 761 273 193  
www.VPM-Yachtcharter.com • vpm@Bestsail.de

## ZONES DE NAVIGATION NON-AUTORISEES OFF LIMIT ZONES

Ces zones sont interdites pour des raisons de sécurité ou de législation locale, la personne chargée de la mise en mains du bateau vous expliquera les raisons de ces interdictions et vous donnera conseils et indications avant votre départ en croisière. /

*These areas are prohibited for safety reasons or because of local legislations, the dock master who has attended the chart briefing will explain to you why these zones are off limits and will give you other advice and information before departure.*

### BASE DE SAINT MARTIN

- **Oyster Pond**
- **Orient Bay** (si le vent est établi à plus de 30 nœuds / *if the wind blows more than 30 knots*)
- **Ilet Pinel :** Passe nord de l'île / *The north passage*
- **St. Barth :** Cul à quai au port de Gustavia + côte du nord /  
*Stern docking in Gustavia Harbor + north coast*
- **Anguilla:** Côte sud + Shoal Bay + Island Harbour /  
*South coast + Shoal Bay + Island Harbour*
- **St Kitts – Nevis:** Les "Narrows" / *The "Narrows"*
- **Barbuda :** Le seul mouillage autorisé est Cocoa Point /  
*The only authorised anchorage is Cocoa Point*
- **Antigua :** Passe nord de Non Such Bay + Willoughby Bay + North Sound accessible uniquement par passe de Parham Sound /  
*The north passage of Non Such Bay + Willoughby Bay + North Sound is only accessible by the Parham Sound passage*
- **Saba :** Nous vous conseillons de vous rendre à **Saba** uniquement si vous souhaitez y faire une plongée. La zone de mouillage étant restreinte et la zone de coffre très souvent encombrée. /  
*We advise you to go to **Saba** only if you want to dive there. The anchorage area is very small and the mooring zone is very often crowded.*

### BASE DES ILES VIERGES BRITANNIQUES / BV

Nous vous rappelons que tous les membres de l'équipage doivent posséder un visa américain pour se rendre dans les îles américaines. /

*We remind you that all the passengers must have an American visa to go to the US islands.*

- Passage entre (between) **Mosquito Island** et (and) **Virgin Gorda** est interdit (is forbidden).
- Passage entre (between) **Fallen Jerusalem** et (and) **Round Rock** est interdit (is forbidden).
- Passage entre (between) **Little Casamance** et (and) **Beef Island** est interdit (is forbidden).

**Anegada :** Vous avez besoin d'une autorisation spéciale, que vous pouvez recevoir seulement du chef de la base à Manuel Reef Marina. La plupart du temps il est impossible de naviguer à Anegada à cause des conditions du temps. /

**Anegada :** *There is a special permission needed, which only can be given by the Base Manager in Manuel Reef Most of the time it is impossible to navigate to Anegada, because of weather conditions.*

### BASE DE GUADELOUPE

- **La Désirade**
- Baie de Pompierre aux **Saintes** / *Pompierre Bay at **Saintes***
- **Pont de la Gabarre** (rivière Salée)