

GENERAL CONDITIONS OF THE RENTAL AGREEMENT CAP WEST

" OFFSHORE IT IS ALWAYS BETTER WITH CAUTION " FRENCH MINISTRY OF TRANSPORT AND SEA.

ARTICLE I OBJECT OF THE PRESENT CONTRACT AND THE PRICE

The present contract specifies among others the tenant, its address and phone number, the ship, the model, the number of authorized persons on board, the period of rent, the rent inclusive of all taxes (TTC), the options retained to the signature, the terms and the amounts of the advance on consumables and the deposit.

ARTICLE II RESERVATION AND TERMS OF PAYMENT

1a) Reservation more than 2 months before the boarding: the tenant will pay in the reservation an advance of 40 % of the amount TTC of the rent, then 2 advances of 30 % each 2 months and 1 month before the check-in.

1b) Reservation from 1 to 2 months before the check-in: the tenant will pay in the reservation an advance of 70 % of the amount TTC of the rent, and an advance of the balance 30 % 1 month before the boarding.

1c) Reservation less than 1 month before the boarding: the tenant will pay in the reservation an advance of the amount TTC of the rent.

2) The non return of a copy of the present duly signed contract, in 15 days of its sending, or the non compliance with the terms of payment, will be considered as a termination of the contract by the tenant (Article III below)

ARTICLE III TERMINATION OF THE CONTRACT BY THE TENANT

The period for which was concluded the present contract can be changed only with the agreement of the renter out and as far as its available funds.

If the tenant gives up the rent and cancels the contract been supposed to be with the renter out whatever reason it is, the paid sums will remain acquired to the renter out. The rent remains acquired to the renter out that the tenant made or not usage of the boat during the period of rent, whatever is the motive for this vacancy. The renter out will keep the sums paid in deposits as compensation. The completeness of the sums is due, if need a formal demand to pay the balance will be sent by letter with acknowledgement of receipt.

If the ship object of the rental agreement is rent again, the taken deposits will be partially put back to the tenant at the level of the minimum between price list of the rent of replacement and price list of rent of the present contract, decreased in the royalty for set-up fees which is fixed to 300 €.

In the cover of the boat, if that this is fit to navigate and if the renter out is not capable of proposing a boat of superior or equivalent characteristics within 48 hours, the tenant can break the present contract.

The tenant can sign an insurance cancellation proposed by the renter out or with a body in his discretion.

ARTICLE IV TERMINATION OF THE CONTRACT BY THE RENTER OUT

If he cannot make it 48 hours after date planned by provision, the paid sums will be restored without that the tenant can claim to damages others than the traveling costs of the crew engaged. The compensation will be made in the minimum cost on the basis of the price list SNCF (FRENCH NATIONAL RAILWAY COMPANY) or of the fiscal table of a particular vehicle of a power of 6 cv transporting 5 persons, of the place of residence of the tenant instead of coverage of the boat.

In these cases, the renter out will take at his expense the accommodation of the tenant and his crew which can be made on the other boats, or will indemnify him for accommodation costs engaged with the agreement of the renter out and on production of documentary evidences.

ARTICLE V PROTECTED FROM THE BOAT AND THE FRANCHISEE

The tenant is guaranteed for all the risks defined below, during all the duration of the rent.

Systematic guarantees: civil liability

Conditional guarantees: averages and damage caused in the boat - total losses - total theft - partial theft (accessories and the equipment are insured only in case of burglary) - defense recourse - expenses of retirement - justified assistance for the boat.

Exclusions: theft or loss of the outboard motor or the appendix - damage in engines HB continuation in a dumping - navigation outside the contractual limits - the inequitable assistance - the embarked persons - effects and personal objects - the conveying.

The geographical zone covered by the insurance of the boat is situated in internal and coastal going waters of the British Islands (including Ireland) to Elba, including the west coast of France. If the tenant wishes to navigate outside this zone, he has to ask for the authorization to the renter out, for the extra premium of insurance being then at his expense and the possibly increased deposit. If this condition is not respected by the tenant, the insurance of the boat will not guarantee him during its use. The tenant is then his own insurer without limitation of engaged sums.

ARTICLE VI COMPETITIONS AND WORN SUBJECTED TO CONDITIONS

The usages of the solo boat or the participation in any competition are conditioned in the preliminary agreement of the renter out and to be specified on the contract. For the competitions, will be specified, dates, place, name and possible peculiarities. The deposit is then increased and specified in particular conditions. The set of sails regatta, can be given to the tenant, that the regatta in which is engaged the sailboat in the dates specified in this present contract. In any case, these sails will be used only exclusively in regatta.

The tenant will respect the notes of use prescribed by the maker and will attempt not to exceed the ranges of uses. A misuse of sails (excessive fayingement, range of not respected use) can be the object of a compensation to the renter out for abnormal wear. Every leader of edge wishing to join a competition has to sign beforehand a third-party insurance for the damage caused to the other competitors.

ARTICLE VII INVENTORY - PUT IN TECHNICAL HAND

The tenant, in his check in, will verify, without the systematic presence of a representative of the renter out, the correspondence between the material and the equipments on board and those inventoried on a document of inventory - put in technical hand (inventory). The renter out will make afterward the stake in technical hand of the equipments of the boat and more particularly the engine. He will take his measures in case of dysfunction or of missing equipment. The tenant is anxious to inquire before his departure of all the procedures useful for the smooth running of the engine and the various controls to be respected to assure the current maintenance. Any breach in the inventory or dysfunction remaining must be contradictorily noticed by the renter out and the tenant and be the object of special mentions. The inventory, in duplicate is then countersigned by the renter out and the tenant.

The signature of the inventory by the tenant is worth recognition, with the exception of the latent defects, of the good state and of the smooth running of the boat and the equipment which the tenant recognizes to have inventoried and which he recognizes complete sufficient.

The tenant has 24 hours(12 pm) after the signature of the inventory to indicate to the renter out any abnormality.

The non-signature of the inventory by the tenant or the not delivery of the inventory signed by the renter out, is worth acceptance by the tenant of the boat in working order and complete, according to the typical inventory deposited to the office of the renter out. In case of dispute, this typical inventory will show faith.

ARTICLE VIII TAKEN CARE BY THE BOAT

The renter out makes a commitment to entrust to the tenant a boat equipped and armed according to the current laws in the country of registration of the boat for the category of navigation, in state to navigate and clean.

In any case, the care of the boat by the tenant is considered made when the balance of the rent the options and the fixed prices are settled, the paid deposit, the copy of a documentary evidence of supplied identity and the signed inventory.

In the coverage of the ship, the tenant will see putting back by the renter out the compulsory nautical documents:

- Act of Frenchifying or title of nationality;
- The titles of navigation and traffic;
- The register of special check of visit of safety established by the administrator of the ship;
- The textbook(manual worker) of the owner.

The tenant will keep a copy of the rental agreement which he makes a commitment to present to any request of the public authorities.

The renter out has to put back to the tenant a ship in good condition of navigation, equipped and armed according to the conditions of use defined in the established special register of check by the renter out. The tenant recognizes that equipments are in good condition of use and that the description of the ship and its elements of equipment and armament is resumed well in the inventory which was put back to him(her).

The tenant has a free mooring berth the day of the boarding and of the return of the boat in the indicated place. The car park with Port Diélette outside these two nights can be the object of an invoicing to the tenant. Minor tenant and leader of edge are anxious to produce a written authorization of the parents or the guardians.

ARTICLE IX USE OF THE BOAT AND THE OBLIGATIONS OF THE TENANT

Under rent and the loan are strictly forbidden.

The tenant has to have the technical skills required to navigate in the conditions of safety optimum the ship object of the rent. A certificate will be filled for that purpose, by himself or the person exercising the function of leader of edge. If the tenant is not a leader of edge, he commits to the fact that the person assuring this function and identifiers of which are specified on the particular conditions, arranges knowledge of the practice of the sea, the sail or the motorboat racing allowing him(her) to assume the responsibility of a ship of sailing.

He assures of this fact during the coverage, his preservation in good condition of navigation as well as his current maintenance.

The tenant makes a commitment to have a competent crew and to watch that the navigation is adapted compared to the weather conditions and the capacities of the crew considering his program of navigation. The tenant or the leader of edge will have to be a holder of the required titles (power-driving driving licence or certificate of capacity) corresponding to the category of the ship, to the zone of planned navigation, according to the legislation in force.

A photocopy of the title will be annexed to the contract. He will also have to be a holder of the titles required for the use of the devices of communication, if they exist on board. The tenant makes a commitment to answer any request of the renter out relating to the skills of the leader of edge, that it is about the very tenant or about the third party, besides the titles, the patents or the certificates which he could state.

For information, it is expressly specified, that on no account the renter out would not know how to be held person in charge of the faults of navigation, of clumsiness and of carelessness, of the tenant, his(her) leader of edge or his(her) team members.

If in the handling and during all the duration of the rent the tenant or the leader of edge do not justify required titles(securities) or skills expressed in the certificate of capacity of the leader of edge, the contract can be cancelled by rights in the exclusive wrongs of the tenant.

Any skipper recruited by the tenant will have to present the required professional qualifications, a third-party insurance and will then be loaded with the technical and maritime management of the ship. The recruitment of this skipper will be the object of a contract concluded between the aforementioned skipper and the tenant. The presence of a leader of edge approved by the renter out do not dispense the tenant of the responsibility of his acts and those of his crew. As such the deposit remains due.

The leader of edge is responsible for the holding of the logbook during all the duration of the chartering. On this logbook supplied by the renter out, have to represent all the indications on the navigation and the relation of all the events, the accidents, the incidents and the averages in the boat.

For boats equipped with VHF, the renter out loosens its responsibility if any crew member tenant does not possess the diploma required in his use.

The tenant makes a commitment to embark only the number of persons corresponding to the regulations. He makes a commitment to use the boat only for a yachting within the framework of the current maritime and customs legislation in the visited countries and in correspondence with the type of armament of the indicated boat, with the exception of any operation of professional fishing, business, transport or the other one. The tenant kicks away expressly the renter out of any responsibility as

shipowner or the other one, because of a negligence in these bans and answers only towards the maritime services or customs, the trials, the pursuits, the fines and the seizures incurred by the law of his leader, even in case of involuntary fault of his part. In case of seizure of the rented boat, the tenant is anxious to indemnify the renter out at the level of the price list of current rent for the period of fixed immobilization of the boat and if there is to pay to the renter out the compensations of conveyings or delay specified in the Article XII.

ARTICLE X FRESH(COOL), AMENDED AND PURSUITS

The tenant will answer only, towards the authorities whatever they are, pursuits, fines and seizures. In case of seizure of the rented ship, without seizure, the tenant will be anxious to pay to the renter out a contractual compensation of fixed immobilization corresponding to the price list of current rent, increased by 30 %. In case of seizure of the ship, the tenant of the ship will be anxious to pay off the value of this one such as indicated to the particular conditions, within next 8 days the formal demand which will have been sent to him(her). Only the payment of the sum corresponding to the value of the ship will interrupt the payment of the compensation of fixed immobilization planned in the previous paragraph of the present article.

ARTICLE XI DAMAGED IN THE COURSE OF RENT

In case of averages, of break-in or of loss of equipment in the course of rent, the tenant necessarily has to warn and consult for instruction the renter out before any repair. In any case, the renter out, if the responsibility falls to him, will pay off expenses engaged by the tenant for repair only on production of an invoice in due form.

The lost equipment will be replaced strictly as before.

In case of grave average, (dismasting, leak, fire) the tenant is anxious to take any useful measures to protect at best the crew and the ship and his accessories or the dependences and inform the renter out and or the insurer as soon as possible to ask for his instructions.

For any disaster or incident motivating the intervention of the insurance, the tenant has to inform immediately the renter out and establish a sea report (declaration of disaster) in rule which he will send him as quickly as possible. The tenant can be anxious to pay the totality of the spending and freshly caused by the disaster if he does not observe these formalities and neglects to take the indispensable conservation measures.

The loss of enjoyment because of average cannot give rise to a compensation except when this one, attributable to the renter out, is harmful to the proper functioning of the boat. In that case the tenant can see itself indemnified for the days of loss of enjoyment of the boat in proportion to the rent.

ARTICLE XII CLAUSES OF DELAY

A boat is anxious to return in the daytime, prematurely limit and in the port specified on the particular conditions except agreement between both parts stipulated in writing.

A) A boat is considered late if it arrives after the limit hour of return. Beyond, a day of delay is counted. Every day of delay gives the right to the renter out in a fixed compensation of the double of the daily price of the price list weekly for tariff period.

B) If the delay is such as it entails the termination of a rental agreement to be followed, the amount of the contract cancelled as well as expenses and compensations paid by the renter out in tenant (s) following according to the Article IV will be chargeable to the late tenant.

Besides, in case of hindrance on returning to the date and time agreed, the tenant will have to inform at once the renter out about it and follow his directives.

In the case of a return in another port than that planned by the rental agreement, whatever is the cause, including meteorological reasons, averages attributable to the renter out not hindering in a considerable way the proper functioning of the boat or quite other event (collision, dismasting, averages of the engine, the rigging, sails, the personal accident), all the expenses inherent to the conveying of return and the expenses of car park are chargeable to the tenant. Expenses engaged for this conveying by the renter out are also chargeable to the tenant. The clauses of delay of A and B will apply besides.

ARTICLE XIII - RETURN OF THE BOAT

In the return of the boat, the tenant is anxious to put back to the renter out, for the purposes of inventory and of inspection, the boat emptied of these occupants, their personal effects and the possible and put back residual supply left state of order and cleanliness there.

The tenant will check then he even the rented boat by respecting scrupulously the places of every equipment specified in the inventory, will concern a document which will have been put back to him in the boarding (inventory of return), the break-in, the losses, the wears and any arisen event, the remark or the suggestion, will date it and will sign it then will leave it on board clearly visible on board. The renter out will proceed to the control under 48 hours at the latest. If the renter out is present once the realized autocontrol of return, the inventory of return can be established then contradictorily in that of the departure. Everything damages, heeling, break-in, loss, wear, damage in a third party, a not settled tax of port indicated or not on the inventory of return, will be the object of an invoicing to the tenant. Only the averages or the indicated breakage and attributable to the renter out will not be the object of an invoicing.

Except opposite prescriptions any boat not returned in the state where it was at first will pull an invoicing to the tenant of the expenses of cleaning and delivery in conformity.

ARTICLE XIV DEPOSIT (PLEDGE) AND ADVANCE ON CONSUMABLES

A) The deposit is entirely poured in one or several payments (French check, cash) at the latest in the check-in.

It has for object to guarantee the deteriorations of the rented boat, the losses, the break-in, the damage caused in a third party, the expenses engendered by these or quite other cool chargeable to the tenant.

Its amount does not constitute a limit of opposable responsibility to the renter out who always keeps the right to exercise any appeals in repair of the undergone damage.

The deposit must be funded on the account (s) of the depositor until return or cancellation by the renter out who can proceed at any time to his collection with the bank.

The deposit will be returned or paid off underestimated by the sums due to the renter out for a maximum deadline of two months after the return of the boat.

In case of disaster with a third person in charge or not, the deposit can be kept or put in the collection with the bank up to close of the file of disaster.

In conformance with the damage in the ship, that is the caused damages, in the very ship, in its accessories or appendix, the dejections for outdatedness not paid off by the insurance will be opposable to the tenant, within the limits of the amount of the deposit. A fixed participation of 10 % of the total amount of the disaster, for follow-up of file and financial damage, will be also opposable to the tenant with a 200-€ minimum.

For every disaster the tenant remains his own insurer up to the deposit stipulated in the contract, this is valid in every case, including the damage caused in the third party and the expenses of assistance when the cause is not directly attributable to the renter out. The tenant is thus his own insurer at the level of the deposit by disaster.

The navigation in the plateau of Minquiers, zone bounded by the polygon formed by the dangers covering and discovering in the Purple bench, zone bounded by the polygon formed by the extremity of breaks blades of the terminal of Colette, the green lateral The Bell, the turret Half of Step, perches Conchière, perches Brett, the Black and the Burons as well as all the dangers covering and discovering, the zone of Herm, the zone bounded in the North by the polygon constituted by the dangers covering and discovering in the North of Corbette Passage to Belvoir Bay and in the South by the polygon constituted by the dangers covering and discovering in the South of Alligande and Drilled Pass until cardinal Lowers Head, and Guernsey western, zone bounded by the polygon established(constituted) by the dangers covering and discovering from Piemont Pont to Platte Fougères, imply(involve) the acceptance of a systematic rise of the 100 % deposit in case of disaster in these zones.

Any disaster met during a cruise, an operation, or at anchor when a special weather report is in progress announcing winds of strength 7 or more or when the met conditions of winds are of strength 7 or more will be the object of a rise of the 50 % deposit.

B) Advance on consumables. An advance on consumables, fixed by the renter out, indicated in the particular conditions of rent, is due at the latest in the boarding (French check, cash, Aired). She can be allocated if need be to the payment of the upgrade of consumables (diesel oil, gases, piles), of the cleaning, the small repairs and the replacements of damaged or lost equipments or still of services, options or not settled port dues. The renter out will pay off the surplus within 30 days.

ARTICLE XV OPTIONS AND FAILED

Postponement for weather bad conditions: if 48 am before the boarding, weather forecasts let expect average winds of strength 7 Beaufort or more, the transfer of the rent can be asked. This postponement will be made on the basis of not refundable, name specific credit note, of 90 % of the rent. This credit note is valid on 1 year from the initial date of boarding. The 10 % will be charged expenses of postponement.

Insurances cancellation, repurchase of deposit: optional, a contract can be passed on by the renter out or taken with a body in the suitability of the tenant.

Consumables (diesel oil, gases and piles): boats are given full of made fuel, not begun (sealed) extra gas cylinder. Consumables are chargeable to the tenant. He will have to settle a fixed price(package) edible(consumable) compulsory labourer covering piles and gas. The tenant will have to return the boat full of made diesel oil without which the tenant will see charging the increased complement to a lump sum of hand of work for filling up the tanks.

The tenant can opt for a fixed price diesel oil and will have at his expense, on the way back, no upgrade. In that case, the renter out will have to give a sailboat with a reservoir at least at the middle-height.

Boat given and/or returned on a pontoon of wait: the tenant can be charged (to see secondary document of the services). This is possible only having informed the renter out about it.

Outboard motor (HB): it will be given with a minimum of 4 liters of gasoline included in the price list. The tenant will not be charged for the outboard gasoline and the filling up.

Spinnaker (spinnaker): the tenant is responsible for damage and wears caused in the spinnaker.

Failed cleaning: the tenant has to return a perfectly clean boat. The cleaning if necessary, will be charged to him(her). He can however opt for a fixed price cleaning without that it clears through customs him to return the perfectly clean dishes and the orderly boat.

Maps and books: the boat is given with a deck of maps allowing the tenant to navigate to the Channel Islands. He can complete it of specific nautical documents in his navigation by making the request with the renter out provided that this last one has them available.

At night on board the previous evening of the boarding: this freedom face to face of the contract is mostly tuned to the tenant but this one can ask on no account for some compensation in case of impossibility.

ARTICLE XVI - IT AND FREEDOM

The information supplied by the tenant concerning him may be integrated into the files of the renter out. According to the current laws in France, the tenant has a right of access and rectification.

ARTICLE XVII DISPUTE

For any contesting relative to the execution of the present contract and in case a mutual agreement would not have been able to be beforehand found, attribution of jurisdiction will be firstly made with the Courts of Cherbourg. The language which is valid is French.