

# CONTRACT

# BOAT ON LAND STORAGE AGREEMENT



## General Terms and Conditions

### Article 1

The Shipyard shall provide a space for boat storage to the client. This space is not delimited and is located on a plot of which it has unrestricted disposal. The Shipyard does not ensure the security/monitoring of this site.

### Article 2

The storage fees payable by the Renter are determined according to the area in square metres indeed occupied and applied according to a monthly unit cost which can be reviewed every year. These fees exclude all additional services such as maintenance, launching, or hauling operations and equipment. This agreement sets the usage fee and the date on which the boat will be stored.

### Article 3

According to its needs, the Shipyard reserves the right to change the initial storage space assigned to the ship.

### Article 4

The storage is at the Renter's risk. The Shipyard and its insurers shall not provide custody of the vessel, will not ensure the security of the boat or the objects, equipment, and furniture stored outside or inside the boat or the building. They cannot be held responsible for any damage, deterioration or theft by a third party to which the boat could be subject. The Renter must guarantee himself / herself against these risks by subscribing to a personal insurance and commits to equip the boat with a fire extinguisher, as requested by law. For its part, the Shipyard will provide fire extinguishers in a case intended for this purpose and located outside of the building.

### Article 5

The liability of the Shipyard and its insurers cannot be sought for all that would result from the fault, negligence, or imprudence of the Renter, his/her employees, particularly in relation with the use of electric power issued by the sockets located on the quay and the platforms. Under any circumstances the Shipyard and its insurers cannot in any case be held responsible for the damage caused by the obstruction of the boat outflow and the rainwater flooding. It is the owner's responsibility to make the necessary arrangements for the maintenance and the protection of the boat in order to prevent the obstruction of the evacuations (e.g. covering, regular cleaning). Any external supplier empowered by the client must obtain the written approval of the management before any intervention.

### Article 6

It is agreed that the Renter and the insurers shall waive their rights to prosecute the Shipyard and its insurers in the event of fire, explosion, accident, theft, storm, or for any loss to which the boat could be subject over the term of this agreement.

### Article 7

In an emergency case, the Shipyard is allowed to intervene directly on the Renter's boat if, in the event of fire or storm, it was at risk or exposed the other boats or the facilities to potential hazards.

### Article 8

The Shipyard provides the Renter with non-drinkable water and electric power to the Renter during business hours, from 8 a.m. to 12 p.m. and from 2 p.m. to 5:30 p.m. from Monday to Friday, excluding public holidays. However, the Renter commits to use the provided structure in conformity with its intended usage, paying particular attention to avoid excessive consumptions of water and power. Hence, it is strictly forbidden to leave the tap open longer than required in order to supply the boat. It is also forbidden to let the electric appliances unnecessarily plugged in as well as using the boat as an accommodation. The storage space provided must be maintained clean. Otherwise, the cleaning service will be charged at an hourly rate in addition to the waste disposal fees.

### Article 9

In the Renter's own interest, the Shipyard has subscribed to an insurance that covers any case in which it could be liable, particularly regarding the handling and rigging operations. However, the coverage for such operations shall not exceed EUR 250,000 per unit. If the Renter wanted an increased amount, he/she shall inform the Shipyard in order to settle on the amount buy contract and he/she is to pay the corresponding additional cost.

### Article 10

Parking is forbidden on the boat storage and lifting equipment area. Therefore, the Shipyard and its insurers cannot be prosecuted for any damages shall not be liable in the event of damages. Parking is recommended on rue des Chantiers and rue des Sirènes.

### Article 11

All charges, taxes and fees shall be assumed by the Renter who accepts liability for them. Besides, the Ltd. Chantier Naval ALLEMAND must be reimbursed by the Renter for the extrajudicial costs as well as the other legal fees caused by the breach of the contract clauses and conditions. In the event of default, the Renter commits to pay a minimum of € 400 by way of liquidated or flat-rate damages.

### Article 12

This Agreement is governed by French law. For all legal dispute regarding the validity, the fulfilment, or the interpretation of this Agreement, the exclusive assignment of jurisdiction is made to the Béziers Commercial Court.

Signature for ;

**Chantier Naval ALLEMAND**

In Grau d'Agde, on . . . . .

### Between the company :

Ltd. CHANTIER NAVAL ALLEMAND , 40 quai Commandant Méric  
34300 GRAU d'AGDE

### And : hereafter referred to as the RENTER,

Mr./Mrs( first name, surname ) . . . . .

living on . . . . .

. . . . . Country . . . . .

Phone . . . . . Fax . . . . .

EMail . . . . .

The following has been agreed and decided upon :

Mr/Mrs . . . . . declares he/she will

store his/her boat on land as from . . . . .

Lauching on the . . . . .

**If these dates were to be changed by the Renter, the possible operations resulting from this change will be the client's responsibility.**

The boat name " . . . . . "

Manufacturer and Type . . . . .

Length . . . . . Width . . . . .

for a total of . . . . . sq.m (m<sup>2</sup>)

The monthly storage fee is set at  all taxes included per

sq.m, for a total of EUR . . . . . all tax included per month

**The tenant agrees to inform his insurer when his boat will be taken ashore. The Renter commits to insure the boat and to maintain it covered by a reputedly solvent insurance company over the term of this agreement. The insurance must cover the boat in the event of fire, explosion, accident, theft, storm or loss as well as the damage it could cause to a third party**

Documents to be submitted before grounding :  Up-to-date insurance certificate  Official boat papers

**The Renter commit to immediately inform the Shipyard of any modification regarding the information provided above.**

The Shipyard retains the right to ;

- asses to what extent these modifications can be accepted, which might imply drawing a new contract.
- modify the handling date, for technical or security reasons, or due to weather.
- to break the contract for the parking for any breach of the general conditions.

Mr/Mrs . . . . . accepts the storage conditions and the obligations defined by the Shipyard as they are specified in the General Terms and Conditions.

Mr/Mrs . . . . . declares having read and having been handed over a copy of the **General Terms and Conditions.**

In Grau d'Agde, on the :

. . . . .

( Renter's signature )