

BOAT LEASING CONTRACT

GOJET SERVICE SCP, domiciled at the Alcudia, street Teodoro Canet 12, local 2, (07400) y NIF: J16563447, Tel.+34 669 002 719 and e-mail: info@gojetmallorca.com

Both parties mutually recognise their capacity to agree and contract, and to said effect, sign the present Vessel Leasing Contract in accordance with the following

CLAUSES:

ONE:

GOJET SERVICE SCP, hereinafter the LESSOR, leases the vessel.

Any fault between the arrival and departure Inventory, as well as possible flaws to the vessel and/or its equipment, will be met by the LESSEE, with the LESSOR being authorised to charge them to the deposit and, where this is not enough, to demand them from the LESSEE, including with recourse to legal proceedings where necessary.

TWO:

The LESSEE declares possessing the necessary knowledge and experience to sail the leased vessel and holds the sailing qualification if need it. To said effects, the navigation radius will be that of the waters corresponding to the navigation Area assigned to the vessel, if it does not exceed the limits of the Capitan, Skipper or authorised person's qualification, and is expressly reduced to the official vessel classification. The LESSOR accepts no responsibility for navigating in surveyed prohibited areas, as well as for the fines or sanctions or payment consequences thereof, this contract granting it immunity from responsibility and, in all cases, to proceed against the offender to demand however many rights it may have, including compensation of any type.

THREE:

The rental period will be the following agreed in the reservation made, the arrival of the boat being the same port where it has been delivered.

The LESSEE currently the telephone number for the office +34 669 002 719 from Monday to Sunday, from 09:00h till 20:00h.

The LESSEE is expressly advised that when this agreed time elapses up to 1 hour there will be a 25% surcharge on the daily price, with no discount, for the vessel and up to 1 hour and 30 minutes the surcharge will be 50%.

After 1 hour and 30 minutes, with the vessel not at its mooring and with no warning from the LESSEE, the Authorities and Marine Rescue will be advised, the costs possibly arising thereof being met by the client.

FOUR:

The LESSOR will charge, in addition to what is agreed, 35% of the vessel daily rate for each hour over the agreed.

FIVE:

The LESSEE hands in as deposit the amount agreed, which will be returned when the lease finalises and the LESSOR has verified the status of the vessel, with special attention paid to the propellers that must cover any damage. In this case, the value of the propellers is **1500 €**.

VAT and fully comprehensive insurance are included in the lease price with an excess equal to the deposit amount which, if there were an accident, will be retained from the LESSEE until full compensation for the damage or accident is paid out to the LESSOR.

The LESSEE is expressly advised that the insurance covers 100% civil liability and up to €6,000 for personal injuries. If you wish to increase the personal protection amount, an extra premium must be paid before departure.

SIX:

The LESSEE is obliged to return the vessel to the LESSOR with the fuel tank full or, where this is not the case, to pay the difference used at the current price at the time. The LESSOR is authorised to retain the necessary amount from the DEPOSIT to make up for the equivalent fuel amount necessary to fill the tank plus the extra charge of 20 euros.

SEVEN:

The LESSEE is obliged to use, maintain and keep the leased vessel with due diligence, acting as if it belonged to them, in accordance with good sailing guidelines and with total respect for current laws and regulations, respecting the guidelines of the HARBOUR MASTER'S OFFICE. The LESSOR is in no way liable for bad usage and failure to comply with current legislation.

EIGHT:

The LESSEE declares having received the moored and equipped vessel as per the attached signed inventory, committing to maintain all gear in a good state as well as the facilities found thereon.

NINE:

The LESSEE agrees to ONLY carry the AUTHORISED number of people onboard the vessel corresponding to the vessel capacity. In any case, the LESSOR accepts no responsibility whatsoever where the number of people onboard exceeds capacity.

TEN:

For leases running over one day, the LESSEE must notify the LESSOR of the usual mooring place for the vessel clearly stating the port and the mooring number. Where this notification is not forthcoming, it is understood that the vessel will spend the night in its usual mooring place. In any case, the vessel must be moored at 7 pm and where this is not the case, the LESSEE will notify the LESSOR on the telephone numbers shown in CLAUSE THREE for supervision and assistance until it is moored. The LESSEE agrees to not leave the vessel moored or anchored without anyone onboard, not leave it in roads or unprotected waters, and especially in a place not requiring payment for moor rights, excluding groundage.

ELEVEN:

The purpose of this contract is recreational sailing, the vessel not being able to be used for commercial or profitable operations. Participation of the vessels in regattas, sports competitions as well as training is completely prohibited. The LESSOR not only assumes no responsibility whatsoever, where the is not adhered to, but also, in addition, is expressly authorised to demand compensation, including recourse to law, where the vessel is used for any other purpose which is not exclusively recreational.

TWELVE:

Where the vessel is used for criminal purposes, the LESSOR is not only expressly free from any liability but also expressly legitimised to demand compensation from the LESSEE and all those warranted in Law.

THIRTEEN:

The LESSEE agrees to not sail the vessel subject to this contract under the influence of toxic drugs or narcotics nor alcoholic drinks. Where this is the case, as well as being free from any liability, the LESSOR is authorised to demand, including with recourse to law, compensation for reckless use of the vessel and for any other damage arising thereof.

FOURTEEN:

The LESSEE is liable for any damage caused to the leased vessel or loss thereof or of any of its parts, as well as for the expenses arising for delays caused in delivering the vessel. The LESSOR is authorised to demand, including with recourse to law, compensation for damage caused.

FIFTEEN:

Where any passenger or crew member, where applicable, have any accident on the vessel, this must be notified to the LESSOR immediately, formalising in writing the causes, circumstances and consequences to events, as well as the personal information and address of the victim and of the witnesses to the event. Accident will be taken to mean, for the present contract, any accidental, spontaneous and violent event not at the wishes of the victim and which occurs to any of the vessel occupants.

SIXTEEN:

All costs arising from non-compliance with this contract by the LESSEE and, specifically, those relating to not delivering the vessel in due time and manner, will be compensated to the LESSOR who is authorised to demand them, including with recourse to law, from the former. Expressly included in the compensation amount are those equivalents to the suspended profit the LESSOR would no longer see.

SEVENTEEN:

If the present contract were to be dissolved due to a cause attributable to the LESSEE, the latter will forfeit to the LESSOR the amount paid on account for the vessel hire, being obliged to pay the entire lease amount.

EIGHTEEN:

Where the vessel is not available for hire due to a breakdown or similar cause, and whereby the LESSEE is unable to use it, the LESSOR agrees to supply a vessel with similar features or, failing that, to return the monetary amount proportional to the time the leased vessel is not used, without the LESSEE being able to claim anything further for this point. **Weather conditions which in no way may be attributable to the LESSOR are expressly excluded, neither will they provide the right to a reduction or refund for monies paid nor to an extension of the contract.**

NINETEEN:

All monies which may correspond to the LESSOR and which the Insurance refuses to cover will be made payable to the latter by the LESSEE, without prejudice to the rights which the latter may have against the insurance company.

TWENTY:

In order to resolve any dispute possibly arising from the correct interpretation of the terms and conditions in the present contract the parties, expressly waiving any jurisdiction which may correspond to them, subject themselves to the Courts of Inca and Tribunals of Palma de Mallorca.

GOJET SERVICE SCP

In accordance with the provisions of the current legislation on Personal Data Protection, we hereby inform you that your data will be incorporated into the processing system owned by GOJET SERVICE SCP, with Tax ID number J16563447 and its registered office at Teodoro Canet 12, local 2, Pto. Alcudia 07400, in order to attend to the commitments arising from the contract signed by the two parties. In compliance with the current legislation, GOJET SERVICE SCP, also informs you that the data will be kept for the legally established period. By means of this clause you are also informed that the data will, if necessary, be disclosed to public administrations and any other entities when such disclosure is necessary in order to fulfil the provision of the above-mentioned service. Failure to provide the data to these entities will mean that the provision of the services covered by this contract cannot be fulfilled. We also inform you that you can contact the Data Protection Officer of GOJET SERVICE SCP, by sending an email to admin@gojetmallorca.com. GOJET SERVICE SCP also informs you that it will process the data in a lawful, honest, transparent, appropriate, relevant, limited, accurate and updated manner. GOJET SERVICE SCP therefore undertakes to take all reasonable measures to ensure that they will be deleted or rectified without delay when they are inaccurate. In accordance with the rights conferred on you by the current legislation on Personal Data Protection, you may exercise the rights of access, rectification, limitation of processing, deletion, portability and opposition by sending your request to the postal address indicated above or by writing an email to info@gojetmallorca.com. You may contact the competent Supervisory Authority to submit any claim you deem appropriate. Finally, GOJET SERVICE SCP informs you that, by signing this document, you give your explicit consent to the processing of the above-mentioned data.