

YACHTCHARTER

	EISEBÜRO -	YACHTCHARTER	- YACHTVERKAUF	
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ständige Bootsausstellung – auf 450m<sup>2</sup> alles für den Wassersport www.trend-travel-yachting.com

# **CHARTERANMELDUNG / RECHNUNG**

## **Reinhard Dunst**

REISEBÜRO

6300 Wörgl, Salzburgerstr. 14

Tel. 05332-73080, Fax 73080-20

travel@trend-travel-yachting.com

Pomergasse 23, 8020 Graz, Tel.: 0664 2524058

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# chartert folgende Yacht: Dufour 385

Ausstattung: voll durchgelattetes Groß, Sprayhood, Autopilot, GPS, Außenborder, Bimini Top, Radio mit CD Player Maximalbelegung: 8 Personen

Maximalbelegung: 8 Personen				
Revier: Karibik		Leistungsträger/Stützpunk	E SPARKLING	G CHARTER LTD.
für die Zeit vom: 23.01.2009	ab:	17:00	Ort:	Guadeloupe
bis: 06.02.2009	bis:	11:00	Ort:	Guadeloupe
)		Charterpreis: 3.990,	00€	
Kaution: 3.000,00 €				
zu hinterlegen in bar, mit franz. Sche	ecks oder Visa, M	laster/Eurocard.		
Besondere Vertragsbedingungen				
Nachtfahrten müssen angemeldet u	nd genehmigt we	rden!		
Extrakosten				
Skipper: € 150,-/Tag + Verpflegung, Beiboot+18PS Außenborder: € 25,-/				r: € 170,-/Woche + € 2000,- Kaution, 3,40M vor Ort in bar!
Im Preis inkludiert				
	usrüstung, Bettwä	äsche, Handtücher, Karte	nplotter, Außenla	utsprecher, Barbeque, Decksdusche,
Cockpitpölster, Ventilatoren, MP3, E	ndreinigung € 12	0,-		
Kautionsversicherung				
€ 25,-/Tag - Mindestprämie € 125,- (	nicht refundierba	r) + Restkaution (refundie	erbar): € 765,-	
Zahlungsbedingungen:				
Anzahlung in der Höhe von:	1.995,00 €	fällig	bis zum: 28.03.	2008
Restzahlung in der Höhe von:	1.995,00 €	0 € fällig bis zum: 19.12.2008		
Reiserücktrittversicherung inkl. S	kipperrisiko, oh	ne Selbstbehalt (falls ge	ewünscht bitte a	nkreuzen)
Der Charterkunde anerkennt hiermit	die beiliegenden	Vertragsbedingungen de	r ELVIA Reiseve	rsicherung.
				Vertrag zurücktreten und es werden
100% rückerstattet. Sollte ein einzel	nes Crewmitglied	ausfallen, so wird der Be	etrag anteilsmäßig	g refundiert.
Reiserücktrittsversicherung für	bis zu 8 Persone	n (inkl. Skipper)	Preis: 4,5% des C	charterpreises
Reiserücktrittsversicherung für	mehr als 8 Perso	nen (inkl. Skipper)	Preis: 5% des Cha	arterpreises
Betrag der Rücktrittsversicherung:			allig bis zum: 28.0	03.2008

ACHTUNG!! Diese Versicherung ist nur gültig, wenn die Zahlung zusammen mit der Anzahlung erfolgt!

Zahlung erbeten an: BTV WÖRGL Konto 141330640 BLZ 16410

Oben genannte Yacht wurde für Sie bis zum Anzahlungstermin reserviert. Wir bitten Sie, uns diese Bestellung bis zu diesem Termin unterschrieben retour zu schicken, da wir ansonsten keine Garantie über die weitere Verfügbarkeit der Yacht geben können. Der Chartervertrag ist erst dann gültig, wenn uns ein unterschriebenes Vertragsexemplar und die Anzahlung bis zu oben genannter Frist erreichen. Für Sie wurde ein Sicherungsschein von Yachtpool reserviert. Nummer: 818266

Sie erhalten den Sicherungsschein mit der Anzahlungsbestätigung.

### FAHRTENGEBIET:

Einschränkungen des Fahrtgebietes aus Sicherheitsgründen sind zulässig. SCHIFFSFÜHRER:

Der Schiffsführer erklärt, daß er die erforderlichen Kenntnisse und Voraussetzungen zur sicheren Führung der gecharterten Yacht besitzt und folgende(n) Führerschein(e) und/oder gefahrene Seemeilen als Skipper vorweisen kann.

Die umseitigen Vertragsbedingungen sind Bestandteil dieses Vertrages. Der Charterer anerkennt für sich und in Vollmacht seiner Crew, die allgemeinen Vertragsbedingungen von Sparkling.

Guaz, lo.04.2002 Ort, Datum, Unterschrift Charterer

Ausgestellt am: 13. März 2008

FN 54660, Registergericht: Landes- und Handelsgericht Innsbruck, Stammkapital € 72.673,-UID-Nr.: ATU 32367006, Geschäftsführer: Ing. Hannes Grassl V0800275

Tel. 05332-74291, Fax 74293

office@trend-travel-yachting.com

### CHARTERING CONDITIONS SPARKLING CHARTER

Article 1 of the charter agreement specifies the complete references and details of the lessor and the lessee, the chartered vessel, the rental period including embarkation and landing fees, the charter price added to the price of non included options and equipment, sailing category and the number of authorised passengers, the value of the vessel and

Ianding fees, the charter price added to the price of non included options and equipment, sailing category and the number of authorised passengers, the value of the vessel and the amount of the insurance excess clause.
ART. 2: CANCELLATION BY THE LESSEE
a) The period for which the agreement has been concluded can only be modified with the lessor's consent, and as far as this is possible.
b) Any paid advances will remain acquired by the lessor if the lesser requests the cancellation of the agreement for any reason whatsoever.
c) The payment of the hire fee will remain acquired by the lessor, whether the lessee used the vessel during the rental period or not, irrespective of the motive.
d) If the lessor and/or his agent manages to re-rent the reserved vessel for the same time and the same price, he will reimburse pre-paid advances less a 275 € indemnity payment to cover the lessor's management costs. This is an agreement clause and not a lump-sum indemnity.
e) Cancellation insurance may be taken out by the lessee or nequest.
f) If the supplied vessel is not seaworthy, either because an element essential to security is missing, or because it is not in conformity with regulations and if the lessor is unable to supply a vessel with the same number of berths within 48 hours, the lessee may terminate the agreement and have any paid amounts refunded without being able to claim compensation through damages.

unable to supply a vessel with the same number of berths within 48 hours, the lessee may terminate the agreement and have any paid amounts refunded without being able to claim compensation through damages. ART. 3: CANCELLATION BY THE LESSOR if, for reasons that are beyond the lessor's control, or following a damage that occurred when the vessel was previously hired, the lessor is not able to supply the vessel at the agreed date, he will have the option to either supply the lessee with another vessel that has the same number of berths within 48 hours, or to refund the paid amounts without being able to claim damages. Refunding will be based on the length of time during which the vessel was unavailable without the lessee being able to claim payment for any additional costs. When supplying the vessel on any base other than the main base of the lessor, i.e. the vessel is convoyed upon the lessee's request, in the event of delayed delivery due to reasons that are beyond the lessor control (hampering weather conditions or other reasons) and that exceeds 48 hours, the lessor will offer the lessee either the reimbursement of the days lost or the extension of the charter period by as many days or the payment of the transport costs to reach the vessel where it is located, without any other possible form of compensation. If required, the lessee may advance the transport costs which will be reimbursed by SPARKLING CHARTER upon presentation of supporting invoices. ART. 4: TERMS OF PAYMENT

Reservation more than 3 months before the departure: advance of 30 % upon reservation, 2nd advance of 30 % 3 months before departure, balance of account 1 month before

Reservation between 1 and 3 months before departure: advance of 50 % upon reservation, balance of account 1 month before departure. Reservation less than 1 month before departure: 100 % upon reservation ART. 5: VESSEL INSURANCE AND EXCESS

Reservation between 1 and 3 months before departure: 10% upon reservation. Balance of account 1 month before departure. Reservation less than 1 month before departure: 10% upon reservation ART. 5: VESSEL INSURANCE AND EXCESS The less of tables has taken out a comprehensive insurance policy that insures the lesses against any damage that he may cause the hull to incur, its accessories and dependent elements, full or partial theft, (except of the tender and outboard engine), hijacking or misappropriation and appeal to third parties for material damage and physical injury (civil liability). The lesses taken out a comprehensive insurance premium is included in the cost of the charter. Loss or theft of the tender and/or its engine is not guarantee. In such event involving the tender and/or its engine, the lessee event beart the full cost of parchaing identical equipment. An insurance excess of 765 €, with ne possible repurchase, will apply in case of damage to third parties. The insurance policy des not insure transported persons against any accidents they may have. They be taken out by they respansely to losses and damages involving the lessee's personal property or that could affect the lessee or his crew. Involving the nessee will be approximate the total cost of the charter has been paid, handvoer carried out and the inventory has been signed by both parties. Before the departure at the latest, the lessee take the teaturing the complete details of all those onboard. The lessor must supply the lessee with a seavorthy vessel, which is equipped and insure innamed to the leaset or there are the lessee to and/or the charter hands (contract and chartering conditions inforce in the lessor's country. The description of the vessel when the sease with the sease to that access instruments instructions and documents. The lessor must supply the lessee with a berth free of charge in the tender and/or the charter must prove the hands to the lessee to the vessel's hort mental instructing concealed details of all those onot meet

contiscation incurred by hinkher due to the atorementioned transgressions, even in the event of involuntary fault on his part. In the event of secure, contiscation or immobilisation of the rented vessel, the lessee will be liable to pay the lessor an obligatory contractual indemnity corresponding to the charter precision for the nettice precision in which the vessel is seized. The lessee is responsible for keeping a log in which all navigation details, account of any incidents and damage relating to the vessel and its navigation, must be noted. This log must be left on board at the end of the charter precision of unmobilisation of an invoice, if the lesse is responsible for the ending the prohibited to sailing, and will be specified by the lesse of during the nandover. In the event of any loss or damage during the rental period resulting from the normal use of the equipment, the lessee must consult the lesses for any repairs exceeding this amount. In the event of any damage or sea risk, the lessee is responsible for tothy inght. Some areas may also be responsible, the lessee totic on his formality, height and upon presentation of an invoice, if the loss or damage is not due to any fault or negligence on the part of the bessee of the period will not presentation of an invoice, if the less or dam y reinhoursed to the tessee is responsible for notifying the lessor in the tesse of the cause of the cause of the damage, except if this damage is not the lessee. It is an account during the charter precide will not be subject to us vigitorial method and part is available from the lessor. The second the safe part is the safe the equipment the period will not precide will not be subject to any accommodation equipment (linen, bedding, crockery, kitchen battery, cockpit custions, etc.), the lessor will provide identical replacements at the expense of the lesse including the charter precide will not the lesse. If so, an excess of 48 hours will be sportile to rot any accommodation equipment (linen, bedding, crockery, kitchen

ART. 9: CONSOMABLES The vessel is delivered with a full complement of water, diesel oil, gas for the kitchen and petrol for the outboard engine. The lessee will bear the cost of all the consumables during the charter period and must return the yacht with a full complement of water and diesel oil. ART. 10: COLLECTION OF THE DEPOSIT

AKT. 10: COLLECTION OF THE DEPOSIT At the end of the charter period, all the amounts due by the lessee must be settled at the base before the lessee's departure. In case of damage, deterioration or loss and without any further notification, the lessor is expressly authorised to collect the deposit without the lessee being able to register an exception. After the aforesaid collection, the lessor or its agent will send any balance due to the lessee. ART. 11: LITIGATION Any litigation concerning the present contract will lie with the jurisdiction of the court on which the registered office of the lessor company depends. ART. 12: The information contained within article 1 of the present contract and which concerns the lessee may be placed in the computer files of SPARKLING CHARTER. In compliance with the law known as << computerised data & freedom >> of 6 January 1978, the lessee has the right to access and modify any information concerning him/her that is contained in these files.