


This document is a simple translation into British English of the Sailboat hire contract stated according to the French Laws.  
This translation is not warranted by any Legal authority.  
It only pretends to give clear information to an English-reading person.

	<b>SAILBOAT HIRE CONTRACT</b>
	Name: ..... Date: ..... <b>2010</b>

## SPECIFIC TERMS AND CONDITIONS

### HIRE PERIOD

Departure on: ..... 2010..... H HARBOR:.....  
Return on:..... 2010..... H HARBOR:.....

### HIRER

Name: .....  
Address: .....  
.....  
Tel .....

### BOAT

Name .....  
Brand .....  
Maximum number of passengers:.....  
Franchise insurance: .....

### HIRE CHARGES

Boat hiring amount: .....  
Options:.....  
Bond amount .....  
Deposit amount: .....  
Balance amount: .....

### SKIPPER AUTHORITY

The hirer assumes the responsibility to have a skipper aboard during all the booking period. This skipper should be able to master any skill and knowledge to take full responsibilities for the boat and should deliver with this contract his nautical resume attesting his nautical capacities with his full identities (first name and surname).

The hirer confirms that he has read over and approved the present contract, concerning these specific terms and conditions as well as the general conditions described below next page.

The BOAT OWNER

The HIRER

## GENERAL CONDITIONS

### 1. Booking agreement

The boat hire charges paid will be forfeit and any balance payment will remain due to the Boat Owner, whether the Hirer did use the boat during the hire period or whether he didn't, whatever his motives should be. Should the Hirer not pay the charges in time or should he not fill in and sign the present contract and send it back in a10 days delay starting from sending date, the contract will automatically be terminated, without prior notice from the Boat Owner, who will keep the paid charges as compensation.

### 2. Contract cancelled by the Hirer

If the Hirer waives his booking and terminates the contract agreed with the Boat Owner, the deposit amounts paid or to be due will definitely be acquired by the Boat Owner.

### 3. Contract cancelled by the Boat Owner

In the event that the boat is not available because of circumstances beyond the Boat Owner's control, the Boat Owner shall refund any payments made but shall not otherwise be liable and the contract shall

be discharged. If the boat is available lately, the hire charges will be recalculated according the number of day availability, but the Hirer cannot claim subsequent damages.

#### 4. Boat acceptance

The Boat Owner undertakes to provide a boat in perfect working condition and cleanliness state, equipped and armed to be used for its planned route and navigation category in accordance with applicable laws, rules and regulations. The Hirer may refuse to take the boat when the Boat Owner does not fulfill these obligations. In this case, all monies paid will be returned.

The Boat Owner cannot be held responsible for the fragility of electronic equipments, for sail fabrics or for delays in after-sales services.

In any event, the boat is considered accepted by the Hirer when the balance and the bond have been paid and that the boat inventory has been signed.

#### 5. Boat inventory

Both the Boat Owner and the Hirer should sign two copies of the boat inventory when the Hirer accepts the boat, each party retaining a single copy. Both the Boat Owner and the Hirer must contradictorily mark on the inventory document any breach or default to the inventory. When the Hirer signs the inventory, he acknowledges the good condition and operating state of the boat, with the exception of hidden defects. After the inventory signing, the Hirer is given 24 hours to report any failure or difference with the inventory. When the Boat Owner does not sign the inventory or when the Hirer does not return the signed inventory to the Boat Owner, it implies that the Hirer fully accepts the boat in working order and complete condition, following the inventory template given together with the contract. In case of dispute, this inventory will only be considered as authentic. If the Hirer should arrive the evening before the hiring date, the Hirer agrees to accept the inventory completed by the Boat Owner.

#### 6. Obligation of the Hirer

The Hirer assumes that the skipper should have the knowledge, skills and capability to take over the sailboat as **captain** and perform the navigation contemplated. The Hirer is responsible, during the hire period, for maintaining good navigation of the sailboat and its maintenance. The skipper is responsible for keeping the log throughout the duration of the charter. On this logbook provided by the Boat Owner, the skipper must report all the information on navigation, and the description of all incidents, accidents and damages on the boat and the navigation itself. Prior to departure the Hirer must inquire of all procedures for the proper engine operation and the various controls to comply and ensure daily maintenance.

For VHF, the Boat Owner disclaims his liability if no member of the crew has the necessary qualifications. The Hirer agrees to only take aboard the number of people corresponding to the regulation. It undertakes to use the boat for boating under the maritime law and customs in force and according to the boat armed category, excluding all trade operations, professional fishing or other transport. The Hirer expressly relieves the Owner from liability, as owner or otherwise, of any fact or problem due to a breach of these prohibitions, and responds only in regard to maritime services and customs of trials, prosecutions, fines and forfeitures therefore incurred by him, even if his fault is involuntary. In case of seizure of the hired boat, the Hirer is required to repay the value of the boat within a month.

The sublease and the loan of the boat are strictly prohibited under penalty of prosecution all expenses being borne by the Hirer.

#### 7. Consumables

All consumables (oil, fuel, gas, batteries, refills battery, water...) are the responsibility of the Hirer.

The costs of ports, during the term of the hire period are charged to the Hirer.

#### 8. Bond deposit

The bond deposit paid in one or more checks at the time of taking charge of the boat aims to ensure the damages of the property leased or partial loss of objects due to the Hirer, not covered by insurance.

The security is not a limit liability against the Owner, who retains the right from exercising any remedies for damages suffered. Deposit checks must be provided until returned by the Boat Owner. The deposit will be returned within one month after the return of the boat.

In case of deterioration of the leased property or loss not covered by insurance and attributable to the Hirer, or where doubt exists, the refund will be delayed until the Hirer pays the charged costs.

The Boat Owner will be required to repay a later insurance payment.

#### 9. Boat insurance and franchise

The all risk insurance for the boat covers the responsibility of the Hirer for the following risks: liability, damage and total loss, total theft or in part, with the exception of the outboard motor and of the boat's dinghy.

Accessories and equipment are provided in case of burglary. The Hirer is personally liable.

People aboard, their personal effects and objects are not insured.

A copy of the insurance contract is available for the Hirer who assumes to know its content.

For each case, the Hirer remains his own insurer up to the amount of the deductible franchise stipulated in the insurance contract.

The nautical geographical area is specified in the insurance contract. If the Hirer wishes to navigate out of this area, he must make his request to the Owner, any surcharge being paid by him.

#### 10. Accidents during hire period

In case of damage or loss of equipment during the lease, the Hirer must consult the Boat Owner before any repair. If a small repair that does not affect the ability to operate the boat is required, the Hirer must return at least 24 hours in advance so to allow execution. The non-observance of this clause is considered as a delay.

For any accident or incident motivating the intervention of the insurance, the Hirer must notify the Owner of urgency and make a claim statement to give the Owner at the earliest. If the Hirer neglects these formalities and does not take measures as may be necessary, he may be bound to pay the full expenditures caused by the damage. In any case, the loss of enjoyment because of damage cannot lead to a compensation.

#### 11. Return of the boat

On the day of return, the Hirer hereby agrees to return the boat, motor and equipment to the Boat Owner for inventory and inspection. The boat must be emptied of its occupants and of their personal effects, and delivered in perfect order and cleanliness, refill gas full, full fuel tank, dinghy presented inflated.

The return inventory is made contradictorily. If the Hirer has used the engine for more than 50 hours, he must drain it at his own expense. If any damage or loss of the boat or of an accessory is found, the Hirer is obliged to pay repairing or replacement. In cases covered by insurance, reimbursement is made under deductible franchise and under all costs caused by damage (telephone, boat transfer, port...).

The Hirer must return the boat to the agreed day, time and location. In case the boat would be left in another port, all incurred charges would be borne by the Hirer with a minimum billing of €150 taxes not included.

Each day's delay gives rise to an indemnity of €400, regardless the reason for the delay. Any costs incurred for the accommodation of the next hirers are also charged to the current Hirer.

#### 12. Disputes

Any costs of litigation subsequent to the hereby boat hiring would be borne by the Hirer, unless the court takes a decision otherwise. The parties consent to the jurisdiction of the magistrate's court for the district of PARIS (France).