

INTERNAL RENTAL AGREEMENT

General

Westhinder Marina (WM) grants permission to occupy the berths, determines the rents and rates, makes facilities available and establishes the internal rules.

The internal rules and the rates may be amended during the rental year. The new rates for the berths and shore power shall be applicable for the current leases only after renewal of the lease, as per article 1.3 3 of the present internal regulations. The renters agree to comply with all the articles of the present agreement, as well as with all instructions given by WM or its representative. The contract of offenders will be terminated without the recourse to any prior legal action.

Title 1. Berths

1.1 The tenancy of the berths is granted for a period of one year (15/04 – 14/04), 1 summer season, (15/04 – 14/10), 1 winter season (15/10 – 14/04), one month or per day.

1.2

If, by the end of the stated period, no payment for renewal of the agreement has been received according to article 1.3 of the present regulation, the daily rate will be applicable for failing to vacate the berth. This does not preclude WM's right to remove the boat at the risk of the renters.

Applications for yearly berth rental agreements will have priority over applications for a winter or summer season.

1.3 Applications for a berth rental must be submitted in writing and must mention the exact details of the boat and of her owner(s). If the boat is the property of a firm, a copy of the latter's constitution must be attached, as well as a copy of the identification card of the directors or manager. Any change in these matters shall be notified in writing to WM.

On receipt of the application form and, subject to WM's agreement, an invoice will be mailed to the prospective renters which shall be settled at the due date. The rental agreement takes effect only after full and timely settlement of the invoice. In case of overdue or incomplete account, WM reserves the right to hire out the berth to other applicants.

The rental agreements mentioned in 1.1 are not tacitly renewed at their expiry date.

For the renewal of an annual rental agreement, an application in writing must be submitted to WM before the 1st of December.

Subject to its agreement (WM has no obligation to agree), WM will mail to the applicant an invoice for this new rental period. This invoice shall be settled by the indicated deadline. In the event of overdue or incomplete payment, WM reserves the right to hire out the berth again.

Even for boats of smaller length, 12 m long gangways may be available for rent at an adapted rate.

1.4 A connection to an electrical marina power outlet is allowed only with the authorisation of WM. If the electric consumption is higher than the deposit (see article 2.6), an intermediate payment may be requested. In case of overdue payment, the connection may be cancelled.

1.5 The berth is rented for a specific boat, not to the owner. WM nominates the berths and may change their allocation later.

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- 1.6 WM shall be at liberty at any time to require the renters to vacate their assigned berth and to take up another berth within the marina. If the boat has not been moved by the stated date, WM or its representative may move her at the renters' expense and risk.
- 1.7 If the renters expect to leave their berth for a certain period of time, it is requested that they will provide WM with the anticipated period they intend to be absent from the berth. This will allow the berth to be available for visitors. This does not entitle the renters to any compensation or partial refunding of their rental. If the tenant fails to inform the WM responsible person in advance and in writing about his estimated date of departure and return, WM reserves the right, on the tenant's return, to assign him a temporary visitor berth (if one is still available), pending the release of the tenant's own berth
- 1.8 In the event that the boat is sold, the renters shall notify WM within 3 days. The rental agreement will be automatically terminated. The new owner may submit an application for a new berth.
- 1.9 The boats must be equipped with a sufficient number of fenders (a minimum of 4) and a sufficient number of adequate mooring lines. The renters shall secure their boat properly and will be held responsible for any damage that might result from their failing to do so.
- 1.10 In the event of an emergency, WM is authorized to take all necessary action without the need to warn the renters, at the risk of the renters. If such an intervention is prompted by a mistake of the renters, the latter will be charged for the operation costs.
- 1.11 The renters shall obtain permission from WM or its representative before carrying out any works other than those related to the ordinary maintenance of the boat.
- 1.12 The renters shall not be permitted to sublet or to authorise the use of their berth by any other vessel.
- 1.13 WM or the concession-granting authority reserves the right to perform all works on the infrastructure that are deemed necessary, without this entitle the tenant to claim any damage compensation or reimbursement related to the temporary loss of the berth's use by the tenant, even if the use of the tenant's berth should be totally or partially prevented by those works.
- 1.14 The renters shall fully abide by the instructions given by WM or its representative.

Title 2. Rental

- 2.1 The rental of the berth shall be settled in advance.
- 2.2 No advance fee will be refunded, even if it appears later that the berth is not rented.
- 2.3 The total amount of the rental remains due, even if the renters do not occupy the berth and WM rents it temporarily to another person.

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- 2.4 If the amount due is not received in due time by WM, the renters will be regarded as being in default without the need for any further notice. An interest of 1% per month of the total amount due will be charged, starting at the overdue deadline and ending at the date of the full payment. Moreover, a compensation of 15 % of the amount of each invoice will be charged, with a minimum of 200 Euros. Full legal and non legal collecting costs will be added.

Overdue payment may motivate the refusal of a berth for the following year.

- 2.5 In the event that the renters fail to pay rent when due, WM shall have the right to prevent the boat from leaving the berth, and also to initiate legal action and to vacate the berth. WM reserves the right to seize the boat of renters in default until mooring fees and charges corresponding to the period of seizure, including interests and costs are paid in full.

In case of non-payment, without the need for any prior legal action, WM reserves the right to terminate the rental agreement, to demand the vacation of the berth and the settlement of the amount due.

- 2.6 In addition to the mooring fees, a security deposit will be paid to cover possible overdue payments. The amount of the deposit will be defined each year along with the amount of the rental fees, in an annual circular letter. Provided that all payments were made in due time, the deposit will be refunded to the renters at the end of the rental agreement.

Title 3. Responsibilities

- 3.1 The renters shall take out the necessary insurance to insure fully against damage to third parties (including damage caused to WM facilities). The vessel must be insured for fire damage, salvage and storage.

The mooring contract will be terminated without the need for prior legal action if it appears that the renters have no adequate responsibility insurance, or if the form mentioning the insurance contract contains information that is not accurate or does not correspond to the truth. The existence of the requested insurance contract shall be mentioned in the information form.

The renters waive any claim against WM and agree to hold it blameless for any damage to whatever property, for any loss or theft of whatever property, for any personal injury or for any injury incurred by pets, be it within the marina or in any of its buildings, unless the harm caused is the consequence of a gross or intentional mistake on the part of WM or its representative.

The renters waive any legal action against WM for damages incurred to their boats in case of accident, explosion, fire or any other occurrence taking place in the marina or on the quay side.

- 3.2 The renters will be held responsible for any damage of whatever sort caused by acts or omissions on their part or on the part of members of their family, of their personnel, of any persons invited into the Marina by the renters or caused by any pet for which they are responsible.

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3.3 The renters will be held responsible for the possible consequences of their failure to lock an electrical marina power outlet provided by WM. WM will not be held responsible for any possible consequent damage, occurring in the period of the rental agreement.

3.4 WM offers also parking and storage facilities for automobiles, motors, bicycles... or boats the parking or storage of these is at the total own risk of the tenant. WM disclaims all liability for damage of any nature, theft or accidents that might occur on the parking space.

WM decides at its sole discretion whether the storage of vehicles is possible, following occupation of the parking space. During the agreed period of a vehicle storage, as mentioned on the bill, no works may be performed on the vehicle.

The tenant must accept to remove his vehicle for a certain period of time at WM's request, without prejudice of WM's right to evacuate the vehicle at the tenant's own risks. The other provisions of the present regulations are also applicable for what concerns the parking of storage of the vehicles.

Title 4. Conduct in the marina

4.1 Public peace and good order shall not be disturbed by any inappropriate conduct.

4.2 Discharging toilet waste in the marina is prohibited.

4.3 The renters shall not pollute or permit the pollution of the marina.

Household waste, chemical waste, used oils and glass shall be disposed of in the appropriate containers. The renters shall use the containers provided for waste harmful to the environment. If applicable, the costs of damage repairs will be charged to the violators.

4.4 The renters shall maintain their boat with reasonable and due care.

4.5 The pontoons shall always be kept accessible and clear of sails, tenders or other property.

4.6 Works in the marina or in its territory or buildings, that are not related to the everyday maintenance may be undertaken by renters only with the agreement of WM.
No work may take place on the pontoons (boring, painting, etc.)

4.7 The renters shall not cause sound pollution (voice, music, engine, TV, ...)

4.8 Electric generators shall not be used between 6 PM and 8 AM.

4.9 The renters shall not let the engines of moored boats run in the marina.

4.10 The trolleys provided by WM shall not be used outside the marina territory.

4.11 Open fires on boats or pontoons are prohibited.

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- 4.12 Securing fender devices or other items to the pontoons is prohibited.
- 4.13 On the occasion of events and for a maximum of 10 days duration WM may request the renters to temporarily move their boat to another berth, without compensation.
- 4.14 The renters shall not cause any harmful wake by using excessive speed in the marina.
- 4.15 Pets shall cause no inconvenience in the marina. Dogs shall be held on a leash. Their excrements shall be immediately removed. Violators may be fined 50 Euros.
- 4.16 Advertising in the marina is prohibited, as well as organising incentives and other activities of that type, without authorisation from WM.

Title 5. Litigation

- 5.1 In the event that renters consider themselves prejudiced by a decision of WM, recourse is available to them with WM within one month from the date of that decision.
- 5.2 All litigation not foreseen in the present rental agreement shall be settled by WM.
- 5.3 Any legal litigation shall be handled exclusively by the courts of Justice of the city of Bruges. Only the Belgian law will be applicable.

Initials:

The undersigned,

Name: _____

First name: _____

Address: _____

Declares that he (she) has read the above rental agreement and signs the present document for being cognizant of it and agreeing with it.

Acknowledges receipt of a non signed copy of the marina rental agreement and agrees to be fully bound by it.

Place and date of signature : _____

Read and approved

Signature

Attachments:

- Copy of the boat's passport.
- Internal rules (IRA), signed for agreement.
- Current photograph of the boat.
- Copy of the renter's identity card.
- Copy of the identity card of the directors or of the manager + copy of the constitution of the firm, if applicable.
- Please provide: A copy of the liability insurance policy vessel, fire, salvage and storage + copy of the insurance policy hull of the vessel, with waiver of recourse against Westhinder Marina in both policies. (Cf. 3.1)