



RENTAL AGREEMENT FOR CREWED CHARTER (WITH CREW)

(Under the applicable laws of the Kingdom of Spain)

1. Contracting Parties

Operator:

Name **MountSea Mallorca** Commercial mark

registered business address: AVENIDA DE NICOLAU RIERA MARSÀ 10

NIF:

Email: mountsea.mallorca@gmail.com

Telephone (WhatsApp): +34 637 08 52 06

Owner (Operator):

Trade name: ...

Registered office: ...

Registered in: ...

Represented by: ...

Renter (Client):

Full name: ...

Address: ...

Phone: ...

Email: ...

Passport / ID No.: ...

2. Subject of the Contract

The Owner grants the Renter the use of the yacht **Dufour**, length 10.81 m, capacity for 6 persons, registration number ..., fully equipped and technically seaworthy.

The charter is provided with a crew supplied by the Owner.

Type of charter (client to check):

- Half-day charter
 - Full-day charter
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3. Place and Duration of Service

The boarding and meeting point is **Alcudiamar, Puerto de Alcudia, Mallorca**.

Exact boarding and disembarkation times will be stated in the booking confirmation.

Clients will always be returned to the departure point.

Maximum number of persons on board is 6, including children. If exceeded, the captain has the right to refuse or terminate the charter without refund.

4. Price and Payment Terms

The rental price will be determined at the time of booking.

To confirm the booking, a deposit of 30 % of the rental price is required.

The balance must be paid no later than **14 days before** the charter start.

Bookings made less than 14 days prior are subject to 100 % payment at booking.

Payments are made cashless (QR code, card, bank transfer).

Prices are indicated in **EUR** and include insurance as established by the Owner.

The price includes normal fuel consumption for the standard route. Additional costs (e.g., extra port fees, special catering or equipment requests) are to be paid separately by the client.

5. Safety and Liability

Crew is provided by the Owner.

The client must comply with the instructions of the captain and crew regarding safety, health, and proper use of the vessel.

The client is responsible for damages caused by failure to follow crew instructions or improper use of the yacht or its equipment.

The client is responsible for the behavior of all persons on board.

Smoking and drug use are prohibited on board.

Alcohol consumption is allowed only to the extent that it does not endanger safety or the course of navigation. In case of excessive consumption, the captain may terminate the charter without refund.

Clients and passengers must not interfere with the operation of the yacht or its technical equipment without the captain's explicit consent.

In case of violation of these rules, the captain has the right to terminate the charter immediately without refund.

The client acknowledges that standard insurance may not cover all damages caused by negligence and agrees to compensate damages exceeding the insurance coverage.

The Owner is not responsible for loss or damage to the personal belongings of the client or

their companions.

The client declares that they and their companions are medically fit to participate in the navigation and acknowledge that the crew is not obliged to provide medical care beyond first aid.

6. Adverse Weather and Navigation Safety

In case of adverse weather conditions or other circumstances endangering the safety of persons or the vessel, the captain is authorized to postpone, shorten, modify the route, or cancel the navigation. The captain's decision is binding.

If the charter is canceled before its start, the client will be offered an alternative date. If not possible, the amount paid will be refunded.

If the navigation is interrupted or modified due to force majeure (bad weather, technical failure not caused by the Owner), the client is not entitled to financial compensation provided an adequate alternative service is offered (e.g., anchoring, stay in port).

7. Cancellation and Changes

Cancellations or changes must be made in writing (email).

Date changes are possible subject to agreement and availability.

Cancellation fees:

- More than 30 days in advance: 0 %
- 20 days in advance: 50 %
- Less than 14 days in advance: 100 %

If alternative dates are available, the Owner will offer a suitable option.

8. Force Majeure

The Owner is not responsible for cancellation or limitation of the charter due to force majeure (e.g., natural disasters, government restrictions, epidemics, strikes, port closures).

In such case, the client will be offered an alternative date; if not possible, the amount paid will be refunded.

9. Marketing and Photography

Unless the client expresses written objection, the Owner may take photos and videos during the navigation for marketing purposes.

10. General Provisions

The Renter must follow all crew instructions and behave so as not to endanger themselves, others, or property.

Smoking and drug use on board are strictly prohibited.

The contract is governed by Spanish law. All disputes will be resolved by the competent court in Mallorca.

11. Final Provisions

The contract comes into effect upon signature by both parties.

Integral parts of the contract include:

- Yacht inventory list
 - Copies of insurance and vessel documents
 - Crew safety instructions
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In Alcudia, on ...

For the Owner:

For the Renter: