

**GENERAL TERMS & CONDITIONS FOR THE
MAKING AVAILABLE OF A BERTH
AT THE MARINA OF MONACO YACHT CLUB**

PRESENTATION OF THE SERVICE PROVIDER

MONACO YACHT CLUB, an association governed by Monegasque law, authorized in the Principality of Monaco by the Ministerial Order of 21 November 1949, the registered office of which is located at Quai Louis II, 98000 Monaco, represented by Mr Bernard d'ALESSANDRI, acting in the capacity of General Secretary (“**the Service Provider**”) or (“**the Yacht Club**”), has been entrusted, under the terms of a contract to optimize shipping activities in the general interest together with the Ports of Monaco signed between the Service Provider and the company operating the ports of Monaco, in June 2013, and extended by a rider No. 1 to said contract signed on 4 August 2016, with the making available and management of berths in the entrance to Port Hercule, specified on the plan attached as Appendix I hereto, known under the name of (“**the Marina of Monaco Yacht Club**”) or (“**YCM Marina**”).

Contact details for the Service Provider's registered office are as follows:

MONACO YACHT CLUB
Marina of Monaco Yacht Club
Quai Louis II
98000 Monaco

Telephone: 00 377 93 10 65 00

Email: assistante.marina@ycm.mc.

Any claims must be sent in writing to:

MONACO YACHT CLUB
Marina of Monaco Yacht Club,
Quai Louis II
98000 Monaco

or

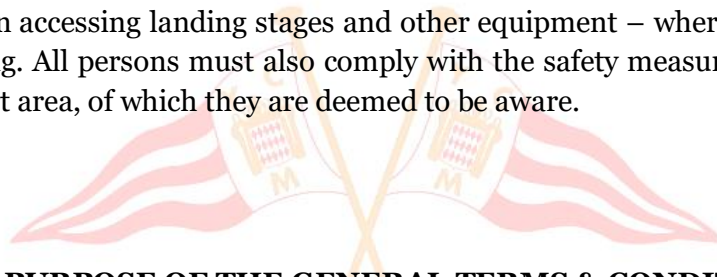
assistante.marina@ycm.mc.

PREAMBLE

In the absence of express contractual provisions in writing, agreed between the Service Provider and any person entering YCM Marina, only the General Terms & Conditions for the making available of a berth in the Marina of Monaco Yacht Club de Monaco (“**the General Terms & Conditions**”) and Appendix 1 shall constitute the contract concluded between the parties (“**the Contract**”).

The General Terms & Conditions are governed by all provisions of the port regulations in force, namely the General Regulations for the ports of Monaco, the By-laws of the ports of Monaco pursuant to Ministerial Order No. 2007-419 of 13/08/2007 laying down general regulations for the ports, and the regulations of the port police or any other regulations which might supplement or substitute said instruments.

All persons accessing YCM Marina are subject to these provisions and obligations. All persons must comply with the regulations in force, in particular those relating to speed restrictions, parking limitations and bans, the use of storage areas, restrictions on accessing landing stages and other equipment – where the latter list is non-limiting. All persons must also comply with the safety measures applying to the whole port area, of which they are deemed to be aware.



ARTICLE 1: PURPOSE OF THE GENERAL TERMS & CONDITIONS

The General Terms & Conditions have the purpose of defining the terms & conditions for the implementation of the relationship established between the Service Provider and users of YCM Marina, pertaining to the services provided by the Service Provider, consisting of the making available of a berth in YCM Marina for a specified period, and determining the parties' respective undertakings.

ARTICLE 2: DEFINITIONS

(“Reservation”) or (“Special Terms & Conditions”): By Reservation or Special Terms & Conditions must be understood any order relating to the effective reservation of a berth in YCM Marina, accepted by the Service Provider, accompanied where applicable by the payment of a deposit as defined pursuant to Article 6.3 of the General Terms & Conditions.

Berths are made available for the period specified in the Reservation, to keep there the vessel identified.

All Reservations are of an irrevocable nature, except where otherwise agreed in writing by the Service Provider.

In order to be taken into account by the Service Provider, all Reservations must be made through the latter's website <https://www.yacht-club-monaco.mc/fr/home>.

The sale of services shall be deemed to have been concluded on the date of acceptance of the Reservation by the Service Provider.

All Reservations are deemed to commence at midday on the day of the vessel's arrival and end on midday on the day of the vessel's departure.

No Reservations will be accepted by the Service Provider from any of its debtors.

No Reservations may be made with the Service Provider for a berth in YCM Marina during Monaco Yacht Show.

(“Customer”) (“User”): By Customer or User must be understood any legal or natural person that is the owner, co-owner/part-owner, operator or charterer of the vessel and more generally any entity which has full or partial financial control of said vessel.

(“Representative”): The Representative is a third party (Captain/vessel manager/vessel management company/Agent/Broker, where the latter list is non-limiting) duly authorized and mandated by the Customer who can make the Reservation in the Customer's stead.

If the Reservation is made by a Representative, it binds the Representative and the Customer jointly, in particular regarding full payment of said Reservation and associated services.

The Representative, holding a written mandate issued by the Customer, must act under notice by the Customer which must state the details of the mandate and in particular specify its scope and duration, and said mandate must be communicated to the Service Provider before the vessel's arrival at YCM Marina.

ARTICLE 3: SCOPE AND ENFORCEABILITY

The General Terms & Conditions are available on the Service Provider's website <https://www.yacht-club-monaco.mc/fr/home>.

Reservation comprises on the one hand full subscription to and acceptance of the General Terms & Conditions by the Customer or the Representative, and on the other their waiver of relying on any conflicting document that shall not be enforceable against the Service Provider.

The initiative of making the Reservation is the sole responsibility of the Customer or the Representative.

The General Terms & Conditions apply *ipso jure*, except by special written agreement prior to the Reservation between the Customer or the Representative and the Service Provider, concerning services of any kind supplied by the Service Provider in respect, for example, of mooring, the right to use electrical installations, the right to use drinking water, and pilot services, where the latter list is non-limiting.

The Service Provider may amend the General Terms & Conditions subject to their publication – available from its registered office and on its website. The version applicable upon Reservation is the version in force at the date at which the Reservation is made.

ARTICLE 4: AMENDMENT, CANCELLATION, NO-SHOW

4.1 Amendment

Since the Reservation is final and irrevocable, requests for amendments to the associated service made by the Customer or the Representative can only be taken into account by the Service Provider if the request is made in writing (letter or email only), 48 hours before midday (Monaco time) on the day planned for the vessel's arrival.

If the request is made by telephone, it must be confirmed in writing within the aforementioned times and in the aforementioned form.

If the Reservation is amended by the Customer or the Representative, the Service Provider shall be released from the binding periods agreed for its performance.

4.2 Cancellation

If cancellation of the Reservation is received by the Service Provider more than 48 hours before midday on the planned day of arrival, Monaco time, no penalties will be due by the Customer or the Representative.

Apart from events of *force majeure* as stated in the General Terms & Conditions, if cancellation of the Reservation is received by the Service Provider less than 48 hours before midday on the planned day of arrival, Monaco time, a penalty amounting to the whole Reservation or two nights will be billed, according to the actual duration of the Reservation.

Cancellation requests must be made in writing (letter or email only).

If the request is made by telephone, it must be confirmed in writing within the aforementioned times and in the aforementioned form.

4.3. No Show

In the event of a No-Show by the vessel as from the date of Reservation accepted by the Service Provider, a penalty amounting to the full Reservation or three nights will be billed, according to the actual duration of the Reservation, and said Reservation may be cancelled on a *de jure* basis, except in cases of *force majeure* as stated in the General Terms & Conditions.

ARTICLE 5: MAIN SERVICE - ADDITIONAL SERVICE - SEASONS

5.1 Main service

The main service includes:

- Mooring equipment and accessories (excluding moorings as such), it being stated that the Service Provider's liability may not be incurred as indicated in Articles 8.1 and 15 hereof.

For safety reasons, no unoccupied vessel may remain connected to the water and electricity distribution networks.

The price conditions for such service are stated in Article 6.1 of the General Terms & Conditions.

5.2 Additional service

The additional service includes:

- **Services**

They are defined as follows:

- Supply of fresh water for consumption on board,
- Supply of electricity reserved for on-board lighting, recharging batteries, and small tools,
- The making available of bins for the removal of household waste,
- Weather forecasts, shipping and tourist information,
- Postal service (the keeping of correspondence is limited to 15 days and is reserved solely for the contract-holder residing on board),
- High-speed WiFi. A WiFi code is activated for the vessel of the Customer or the Representative, providing an on-board Internet connection.

- **Parking space**

All vessels can use a parking space on the quays free of charge. In order to do this, the Captain of the vessel must display the parking disc that will be issued to them upon arrival of the vessel at YCM Marina.

Moreover, depending on the season, subject to availability, when making the Reservation a covered parking space located in the Yacht Club's underground garage can be made available to the Customer or the Representative. In order to do so, the Customer or the Representative must make known their wish to benefit from such service when making the Reservation.

- **Welcome Pass**

A "Welcome Pass" will be given to the Customer or the Representative upon their arrival at YCM Marina if the Customer or Representative is not a member of the Yacht Club.

The Welcome Pass provides benefits through the stay on the mooring. During opening hours, the Pass allows the Customer or the Representative, their spouse and children if any to access the following areas:

- the Restaurant (Deck 2)
- the Sports Bar (Deck 2)
- the Pool BAR (Deck 2)
- the Swimming Pool (Deck 2)
- the Fitness & Wellness Area (Deck 1)
- the Club Boutique (Atrium 0)
- the Cabins (Deck 4)

As a reminder, a dress code (**“Dress Code”**) is in place, and must be adhered to when in the Yacht Club. Information about the Dress Code can be consulted at any time on the website <https://www.yacht-club-monaco.mc/fr/home>.

the Fitness & Wellness Area (level 1)

Access to this area, upon presentation of a special YCM Marina card, is possible for the Customer or the Representative and their guests during the winter and summer seasons, apart from during the F1 Grand Prix and the Grand Prix Historique, up to two persons at the same time, subject to availability and during the opening hours of said area.

Access to said area, upon presentation of the special YCM Marina card issued to the Customer or the Representative, is possible, exceptionally, for crew, in the stead of the Customer or the Representative, during the winter season only, up to two persons at the same time, subject to availability and during the opening hours of said space.

5.3 Seasons

• Winter

Said period extends from 1st October in year N to 30 April in year N+1.

The services available during that period are as follows:

- ✓ Main service,
- ✓ Additional service (Services, Parking space, Welcome Pass, Fitness & Wellness Area).

• Summer

This period extends from 1st May to 30 September except during the F1 Grand Prix and the Grand Prix Historique, and except during shows and/or events organized by the Yacht Club, relating to the Principality of Monaco and/or to activities of said Yacht Club.

The periods comprises two options:

- ✓ **Short-stay:** Reservation for one and/or several days with a notice period of less than three (3) months.
- ✓ **Stay:** Reservation for one and/or several days with a notice period of more than three (3) months.

The services available during that period are as follows:

- ✓ Main service,
- ✓ Additional service (Services, Welcome Pass, Fitness & Wellness Area).

• F1 Grand Prix and Grand Prix Historique

This period runs from Thursday midday and includes the Friday, Saturday, Sunday and Monday following the F1 Grand Prix or Grand Prix Historique up to midday.

The services available during that period are as follows:

- ✓ Main service.

ARTICLE 6: FINANCIAL TERMS

6.1 Tariff

- **Basis for prices**

The tariff is established on the basis of the vessel's dimensions and according to the duration of the main service.

Consequently, all Reservations must state the effective length and beam of the vessel in question. The Customer or the Representative are personally and jointly and severally liable for measurements communicated to the Service Provider upon making the Reservation. The effective length and beam of the vessel in question is to be understood to have taken into account all items with an actual length or width (in particular, and without this list being limiting, the bowsprit, the quarterdeck, any outboard motor, etc.). In the event of a dispute *inter partes* on such matters, the dispute shall be resolved by an expert appraiser appointed by the Service Provider, and the cost of such expert appraisal will be borne by the defaulting party.

The price for multihull vessels occupying a berth is established on the basis of their overall length by applying a coefficient of 1.6.

All tariffs for services supplied by the Service Provider in respect of the main service can be consulted at the YCM Marina office and on the Service Provider's website <https://www.yacht-club-monaco.mc/fr/home>.

It is hereby reiterated that there is a different tariff according to the type of service and the season, as defined in Article 5.3 hereof.

- **Pricing method**

Main service

Regarding the main service, the pricing applicable is as follows:

- Winter: monthly tariff
- Summer: daily tariff,
- F1 Grand Prix and Grand Prix Historique: higher daily tariff.

Details of said pricing can be found on the Service Provider's website <https://www.yacht-club-monaco.mc/fr/home>.

Additional service

Regarding the additional services set out in Article 5.2 hereof, they command special fees, charged over and above the fee for the main service. Such special fees are described hereafter.

✓ **Services**

The price for soft water is set according to actual consumption in m3.

The price for electricity is set according to actual consumption in kWh.

Details of said pricing can be found on the Service Provider's website <https://www.yacht-club-monaco.mc/fr/home>.

High-speed WiFi, the postal service, the making available of bins for the removal of household waste, weather forecasts, shipping and tourist information are free of charge.

✓ **Parking space**

The price of a parking space is set at a fixed weekly rate. Any request for a parking space for a period of one month will be charged at a preferential monthly rate.

Details of said pricing can be found on the Service Provider's website <https://www.yacht-club-monaco.mc/fr/home>.

✓ **Welcome Pass**

Drinks consumed and/or purchases made at the Yacht Club's various retail outlets during a stay will be billed forthwith and must be paid immediately by bank card or in cash.

✓ **Fitness & Wellness Area (level 1)**

Access to this area is free of charge for the Customer or the Representative or, where applicable, the vessel's crew members, subject to compliance with the conditions set forth in Article 5.2 hereof.

As a general rule, the tariffs in force may be revised annually on the 1st January of each year. Any price change will apply automatically on the date indicated on the new tariff.

The Service Provider's prices are set by the tariffs in force on the day of the Reservation. They are to be understood to be in euros (EUR) excluding taxes, to which VAT will be applied at the rate in force.

6.2 Port fees

Port fees are to be paid by the Customer or the Representative. Regarding co-owned vessels, co-owners shall be jointly and severally liable to pay fees and no

“*bénéfice de division*” [the right of one of several co-sureties to require the creditor to divide his action and to reduce it to the amount of the share and portion of each surety; official glossary, French Civil Code] OR “*bénéfice de discussion*” [the right of a surety to compel the creditor to levy execution upon the property of the principal debtor before resorting to the surety; official glossary, French Civil Code] may be relied on – they expressly waive the right to do so.

6.3 Deposit

The Customer or the Representative undertakes to pay the Service Provider a deposit the amount of which varies according to the season, 30 calendar days before effective arrival of the vessel at YCM Marina.

In winter, the amount of the deposit is 1 month's mooring according to the tariff in force.

During the F1 Grand Prix and the Grand Prix Historique, as described in Article 5.3 hereof, the deposit is 35% of the total Reservation amount, according to the tariff in force.

In summer, for the Stay option, as described in Article 5.3 hereof, the deposit is 50% of the total Reservation amount, according to the tariff in force.

As a reminder, no deposit paid will be refunded and/or no credit notes will be issued.

6.4 Billing

Bills are drawn up according to reservation dates and must be paid in cash. No reductions will be applied. Bills will be issued in the Customer's name.

All bills issued are final. If the Customer or the Representative requires specific billing, in order to be fulfilled, the request must be made in writing before the vessel's arrival; by using the online reservation request form, under the section “*Billing Address*”, on the Service Provider's website. All supporting documents relating to such request must be sent to the Service Provider before the bill is issued. If this is not the case, the request will not be fulfilled.

In any case, the Service Provider will check supporting documents before billing, and the Customer or the Representative undertakes to supply said documents to the Service Provider beforehand.

Billing of the Reservation price relates to the duration of stay requested and accepted by the Service Provider. If there is a 24-hour absence in the middle of a stay, either the Customer or the Representative pays the full price for the period of absence if they wish to retain their space in the harbour. If this is not the case, a penalty of two nights will be applied. However, in such case, the remainder of the Reservation will be cancelled.

If an extended stay is requested and accepted by the Service Provider, it gives rise to a new bill being issued, calculated as the case may be on a monthly or daily basis according to the type of service chosen, *pro rata temporis* for the remaining period.

Any late payment, violating the provisions of Article 7 hereinafter, will lead to sums billed becoming due immediately, and a fixed indemnity, as a penalty clause, of 15 % of the sums due and not paid.

If a Customer has appointed a Representative, whether a natural or legal person, the bill will be sent to the Customer c/o said Representative, who recognizes that they have been made aware of the General Terms & Conditions. The latter's liability and that of the Customer shall be incurred in respect of the Service Provider concerning payment of bills for the Reservation, both for the berth and for all other costs/fees whether related or not to the berth. The same goes for all miscellaneous sales requested by the Customer or their Representative, accepted by the Service Provider and billed by the latter.

All Reservations that the Service Provider accepts shall be performed, taking into account the fact that the Customer or the Representative has financial guarantees deemed sufficient by the Service Provider, and that the Customer or the Representative will actually pay the sums on their due date, in accordance with legislation. Hence, if the Service Provider has serious or special reasons to fear payment issues on the part of the Customer or the Representative at the Reservation date or thereafter, or if the Customer or the Representative does not possess the same guarantees as at the Reservation acceptance date, the Service Provider may render the Reservation or its performance subject to payment in cash or the lodging, by the Customer or the Representative, of guarantees to the benefit of the Service Provider.

The Service Provider shall also have an option, without providing grounds, to only accept the Reservation made by the Customer or the Representative once payment in advance for the services requested has been made. If the Customer or the Representative refuses to make payment in advance, and no guarantee deemed sufficient by the Service Provider is offered by said Customer or the Representative, the Service Provider may refuse to honour the Reservation(s) made and refuse to provide the services in question, while the Customer or the Representative may not put forward any unjustified refusal to make a sale, or claim compensation of any kind.

If a Customer or the Representative makes a Reservation with the Service Provider without having paid the previous invoice(s), the Service Provider may refuse to honour the Reservation and refuse to provide the service in question. In such case the Customer or the Representative may not claim compensation for any reason whatsoever.

ARTICLE 7: PAYMENT TERMS

Bills must be paid upon receipt, and at the latest within thirty (30) calendar days of their date of issue.

In any case and pursuant to Article 9.7 of the By-laws of the Ports of Monaco, payment of sums due to the Service Provider must be made before the vessel leaves, in cash for amounts not exceeding thirty thousand (30,000) euros, or by bank card or bank transfer.

Any amount not paid on a due date will generate penalties to be paid by the Customer or the Representative of 2.00 % per month of delay. Such penalties are payable *ipso jure* and may be debited from the account of the Customer or the Representative. Any debt collection costs are to be paid by the debtor.

Furthermore, the Service Provider reserves the option to refer the matter to the competent court in order to recover sums due, subject to a daily penalty per day of delay or to have a seizure carried out of the vessel concerned.

In order to be admissible, all claims must be lodged by the Customer with the Service Provider in writing within fifteen days of the bill being issued.

It is formally agreed that no offsetting may be carried out between debts due to the Service Provider and any claims of the Customer or the Representative.

Any claim lodged does not release the Customer or the Representative from their obligation to make full payment of the bill.

Any action arising out of the application of the General Terms & Conditions shall be statute-barred after two years.

If full payment of a bill that is due is not made, following formal notice that has remained unheeded within 48 hours, the Service Provider reserves the right to suspend all services being provided at that time and/or in the future, and the Customer or the Representative may not claim any compensation for any reason whatsoever.

ARTICLE 8: LIABILITY AND OBLIGATIONS OF THE SERVICE PROVIDER

8.1 Liability

The Service Provider is insured to cover risks relating to its own liability. The Service Provider may not be held liable for damage caused by third parties to the vessel of the Customer or the Representative, or for theft or deterioration that might be caused to any part of the port area on land or on water. Its liability may not be incurred under any circumstances if damage arises through a breach to

moorings or insufficient use of fenders. In the event of a duly recorded case of *force majeure*, the Service Provider may not be held liable for deterioration affecting vessels or their destruction by dismantlement or the complete or partial disappearance of port structures.

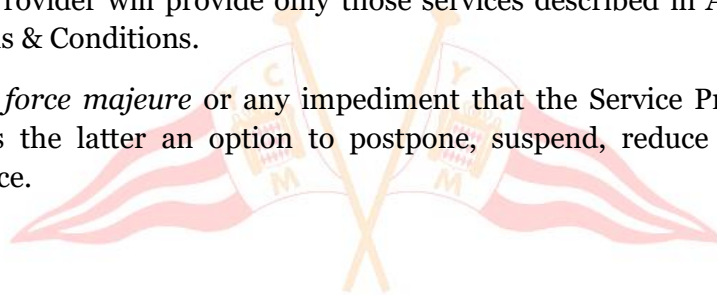
THE SERVICE PROVIDER ASSUMES NO OTHER LIABILITY AND ISSUES NO GUARANTEE OTHER THAN THOSE APPEARING IN THESE TERMS & CONDITIONS.

CUSTODIANSHIP AND KEEPING OF THE VESSEL AND ITS EQUIPMENT ARE NOT THE RESPONSIBILITY OF THE SERVICE PROVIDER AND THE LATTER SHALL INCUR NO LIABILITY FOR LOSS OF DAMAGE NOT RESULTING DIRECTLY AND EXCLUSIVELY FROM ITS ACTION OR THAT OF ITS AGENTS.

8.2 Services

The Service Provider will provide only those services described in Article 5 of the General Terms & Conditions.

Any event of *force majeure* or any impediment that the Service Provider cannot control offers the latter an option to postpone, suspend, reduce or cancel the planned service.



ARTICLE 9: LIABILITY AND OBLIGATIONS OF THE CUSTOMER OR REPRESENTATIVE

Yacht Club de Monaco

The Customer or the Representative must supply the YCM Marina office and/or the Port with a copy of a valid French registration deed or permit to voyage [*“carte de circulation”*] or any other official document naming the vessel's owner (letter from home port for foreign vessels).

The Customer or the Representative must provide proof of insurance covering their liability for the following risks when signing the Reservation: civil liability, damage caused to built structures, refloating and removal of the vessel within the boundaries of the port area, in accordance with the terms of the port by-laws.

If the Customer or the Representative wishes to benefit from the additional service set out in terms Article 5.2 of the General Terms & Conditions, as regards a parking space, the Customer or the Representative undertakes to submit a valid comprehensive insurance certificate covering the vehicle concerned by said service. In such case, the Service Provider declines all liability in the event of any incident occurring in respect of the parked vehicle. A clause waiving any

recourse against the State of Monaco, the Association, and their insurers must be included in the policy subscribed by the Customer or the Representative.

The vessel of the Customer or the Representative must be fully identifiable, by a name showing on the transom. Vessels that cannot be identified or are dangerous may be moved or grounded, following formal notice served by registered letter with request for return receipt, at the owner's cost and risk.

The Customer or the Representative must keep their vessel in a good state of repair, buoyancy, seaworthiness and safety. Furthermore, the vessel must be capable of being moved at any time by the owner or their representative at the Service Provider's request.

The Customer or the Representative must:

- inform the Service Provider of any change (address, telephone, vessel specifications, etc.),
- join the waiting list if they envisage a change in the vessel the specifications of which require a new mooring to be attributed (the date taken into account shall be the initial date of YCM Marina membership),
- give notice of any accident arising at their mooring,
- report without delay and in writing any deterioration that might occur, failing which they will be held personally liable,
- take every appropriate precaution and measure in order to avoid: - Theft, burglary, criminal or other offences of which they might be a victim in areas occupied; - Damage occurring following improper mooring or the breakage of an item affixed to the vessel or any other event (in particular those related to weather conditions); - Pollution of port waters.

If the Customer or the Representative decides to hire or lend their vessel to a third party for use on water, they must inform the Service Provider thereof. On said condition and subject to the hire or loan not exceeding twenty calendar days, the Contract shall remain valid. Under no circumstances is the hire or loan of the vessel authorized for the sole purposes of use as accommodation. The Customer or the Representative remains the sole and only party liable in respect of the Service Provider for obligations resulting from the General Terms & Conditions and holds the Service Provider harmless from any breach due to actions of the lessee or borrower.

If it comes to light that the vessel has been abandoned (absence or manifest lack of upkeep of the vessel), the Contract may be terminated by registered letter with request for return receipt. Protective measures taken by the Service Provider shall be at the owner's cost and risk.

The Customer or the Representative undertakes without any reservations to familiarize themselves, to accept and comply with the General Regulations of the Ports, the by-laws of the Ports, all shipping regulations in force and/or listed on the official website of the Ports of Monaco (www.ports-monaco.com - *rubrique legal*) and/or on the YCM Marina official website (<https://www.yacht-club-monaco.mc/fr/ycmmarina-2/>) as well as the General Terms & Conditions.

ARTICLE 10: ALLOCATION AND OCCUPANCY OF BERTHS

Reservations are taken into consideration to the extent of berths available. Reservations (daily or monthly) must be made or confirmed in writing and sent to the YCM Marina office. Allocations are made in the order recorded and according to vessel size with respect to berth availability. The Service Provider reserves the right to check information supplied in the application made by the Customer or the Representative, in particular dimensions. Any false declaration will invalidate the application.

The allocation of a berth is confirmed by the Service Provider's acceptance and the dispatch of the General Terms & Conditions. The Contract is concluded to the sole benefit of the Customer or the Representative and solely for the vessel and period indicated. The Customer or the Representative may under no circumstances transfer their right to use, rent, substitute or loan the berth in question. The Customer or the Representative may not carry out any commercial activities at the berth reserved, unless authorized by the Service Provider in writing.

The berth number is established by the Service Provider when the mooring plan is drawn up. The adoption of this provision has the purpose of facilitating the operations of YCM Marina. No privatization of berths is permitted. Consequently, and insofar as required from time to time (shipping events, safety or building work) by operations, the Service Provider can, at any time, change the berth initially granted. Such moves shall not give rise to any compensation. The fact of installing fixed moorings shall not confer any additional right of occupancy.

If a berth becomes temporarily free for a period of more than 5 consecutive days, the Customer or the Representative must inform the YCM Marina office of their departure. If the Service Provider has not been informed, the latter will deem, after the 6th calendar day, that the berth is available and will dispose thereof. If the Customer or the Representative has not informed the Service Provider of their return within a minimum of 24 hours, they may be allocated a provisional berth until the berth in question becomes free.

ARTICLE 11: VESSEL SALES - TRANSFERS OF RIGHTS OF OWNERSHIP OR ENJOYMENT OF THE VESSEL

The Customer or the Representative must forewarn the Service Provider, in writing, of the sale of their vessel, a change in its attribution or any change in its use (particularly if a bare-boat charter comes to an end). The new owner must, if they wish to benefit from a berth at YCM Marina, make an application to the Service Provider, and join the waiting list as appropriate. Under no circumstances can the fact that the vessel occupies a berth on the day of the sale create any priority for the new owner.

In the event of the Customer's death, their heir cannot retain a right to use the berth.

Co-ownership relates to the vessel and not the YCM Marina berth, which shall always remain allocated to the Customer or the Representative alone. Since the rights to use are exclusive and non-transferable, no subsequent rights may arise for the other co-owner(s).

ARTICLE 12: CHANGES OF CAPTAIN DURING THE WINTER SEASON

The Service Provider must be informed of any change to the captain on board the vessel during the winter season. The same shall apply if the crew is changed. The updated list of crew members ("Crew List") must then be supplied to YCM Marina and the maritime police. If this is not the case, the Service Provider reserves the right to terminate the Contract and the Customer or their Representative may not claim any compensation from and/or lodge any action against the Service Provider.

ARTICLE 13: DECLARATION OF ENTRY AND OFFICIAL FORMALITIES

The Customer or the Representative must, upon arrival at YCM Marina, make a declaration of entry and submit the vessel's documents, and more generally fulfil, under their sole responsibility, all formalities required by the regulations in force, in respect of the port authorities.

It is further stated that they are also required by virtue of Sovereign Ordinance No. 3153 of 19 March 1964 on conditions of entry and stays of foreign nationals in the Principality of Monaco, to submit to the Maritime Police all passports of persons on board on the day that the vessel arrives in the Principality of Monaco.

ARTICLE 14: VESSEL ENTRY AND EXIT

Communications take place via a VHF (Very High Frequency) system.

Regarding any vessel movements, whether entering or leaving, **the Customer or the Representative must comply in full with the following procedure, in the order set out below:**

- contact YCM Marina on channel 14 to announce the imminent arrival or departure of the vessel and request the assistance of berthing pilots and other staff dealing with mooring;
- contact the Port of Monaco Harbourmaster on channel 12 to obtain authorization to enter or leave the port area.

Access to YCM Marina is subject to authorization to enter and leave the port granted by the Port of Monaco Harbourmaster, via channel 12.

ARTICLE 15: MOORING THE VESSEL

The vessel is moored under the sole responsibility of the Customer or the Representative, in accordance with maritime practice and in compliance with special requirements that may be issued by YCM Marina staff.

A waiver of liability is issued to the Customer or the Representative for signature upon arrival of the vessel, to require the latter to make a scrupulous check of the safety of their vessel and vessels located fore and aft, in order to treat YCM Marina infrastructures with all due care.

Mooring must take place using mooring lines made available by the Service Provider. If additional light lines and/or mooring lines are requested by the Customer or the Representative, for obvious safety reasons, the latter will be billed as a supplement directly to the Customer or the Representative by the contractor selected for this purpose.

Moreover, if additional light lines and/or mooring lines are requested by the Service Provider, for obvious safety reasons, the latter must be installed on an obligatory and irrevocable basis, and will be billed as a supplement by the Service Provider at the price conditions of the contractor selected for this purpose.

ARTICLE 16: MOVING THE VESSEL

YCM Marina staff must at all times be able to require the authorized person to carry out any manoeuvres that they might be ordered to make.

The Customer or the Representative must communicate the [names of] person(s) authorized to move the vessel at any time of the day or night, every day of the week. If one or more of the designated persons are absent, the Customer or the Representative must report the identity of their replacement(s).

Where applicable, the Service Provider may call upon the necessary labour, costs to be paid by the Customer or the Representative, if the harbourmaster does not find on board the vessel the necessary crew to carry out the manoeuvre required.

If the vessel is to be moved, notice of twenty-four (24) hours will be issued by the Service Provider to the Customer or the Representative.

Under exceptional and urgent circumstances, the vessel must be capable of being manoeuvred immediately.

ARTICLE 17: INSTALLATION OF A BELL ON THE QUAYSIDE OR ON THE WALKWAY

The installation of a bell is obligatory on the quayside or on the walkway to enable, in the event of an overriding necessity and if no telephone contact can be made, the person responsible for upkeep and custodianship on board and/or the person authorized to move the vessel to be contacted.

ARTICLE 18: PORT ASSISTANCE

Any request for intervention and assistance may be made to the permanent staff of YCM Marina, between 8 a.m. and 8 p.m. in winter and between 7 a.m. and 10 p.m. in summer by telephone (+33 (0)6 78 63 26 63) or VHF radio 14.

ARTICLE 19: OBLIGATIONS WHEN LEAVING

The Customer or the Representative must vacate berths B1, B2, B3, B4 and B5, located on Quai LUCCIANA of YCM Marina, in particular during fireworks organized by the Principality on National Day, New Year's Eve, the Feast of Saint Dévôte and any other Principality event.

Berths must be vacated at the latest forty-eight (48) hours before fireworks begin.

The Customer or the Representative must vacate berths as requested, in any quay, for any sporting events organized by the Service Provider where the number of participants is sufficiently great to require its berths to be vacated.

In any case, notice will be issued by YCM Marina staff to set out procedures relating thereto.

Furthermore, it should be noted that the allocation of another berth for the vessel at YCM Marina will be possible subject to availability at that time, but is not an obligation.

ARTICLE 20: PUBLIC HEALTH AND PREVENTION OF POLLUTION

Throughout the winter season, the regulations on public health and the prevention of pollution apply to vessels moored at YCM Marina. The following is prohibited, on built structures, quays, on the water and access walkways:

- the use of WCs that empty into the sea;
- evacuating any waste or detritus, household waste, rubble or unsanitary liquids (sewage/greywaters, hydrocarbons, petrol, used engine oil or lubricants, cigarette butts, etc.);
- depositing on land any products likely to lead to secondary pollution;
- making any unauthorized disposals, even if temporary.

Household waste must be disposed of in the bins provided for this purpose at YCM Marina.

Only biodegradable detergents may be used to wash craft.

The collection of wastewater is mandatory. The document entitled “*Déclaration de collecte des eaux usées durant la période du contrat d'hivernage*”, appearing on the Service Provider's website <https://www.yacht-club-monaco.mc/fr/home>, is mandatory. It must be completed and forwarded with the Reservation.

If areas or quays are polluted and require the intervention of YCM Marina teams or an external contractor, costs of depollution and inherent damage if any will be billed to the Customer or the Representative.

In any case, regarding any need to use infrastructure, as described above, the Customer or the Representative must contact the YCM Marina teams by calling VHF 14.

ARTICLE 21: SAFETY RECOMMENDATIONS RELATING TO THE USE OF WATER AND ELECTRICITY

Extensions and connections between the vessel's installations and YCM Marina water and electricity bollards must be compliant with the regulations in force. No handling is authorized without the presence of competent YCM Marina staff.

During their stay, the Customer or the Representative must use water and electricity connections made available to them with every precaution. Failing this, they will be held liable for any deterioration in equipment. Costs of repairs will be billed to them by the Service Provider as appropriate.

ARTICLE 22: FIRE PREVENTION

All rules laid down concerning fire prevention and firefighting promulgated in the General Regulations of the Ports of Monaco and the Ports of Monaco By-laws (Article 27) apply to vessels moored at YCM Marina, during each stay.

The Customer or the Representative must be in a position to present a fire kit on the walkway and a plan of the vessel immediately upon request.

ARTICLE 23: DELIVERIES ON BOARD THE VESSEL

Deliveries of equipment, supplies or miscellaneous items necessary for the vessel must be made before 2 p.m., except under exceptional circumstances and in a case of *force majeure*.

No deliveries to the quayside will be possible if YCM Marina staff have not been informed in advance, subject to 48 hours' notice.

Moreover, requests must be made in writing using the intervention request form online on the Service Provider's website <https://www.yacht-club-monaco.mc/fr/home>.

ARTICLE 24: BUILDING WORK AND MAINTENANCE OF THE VESSEL

The vessel must be kept in a good state of repair, buoyancy, seaworthiness and safety.

Generally, all building work on the quayside and on board the vessel is forbidden, including painting, sanding, varnishing, dismantling engines, and the handling of used engine oil. If absolutely necessary, a written application expressly requesting authorization must be made to the Service Provider.

It is also forbidden to carry out tests on engines, and generators or noisy work of any kind before 10.30 a.m. and after 6 p.m.

The testing of boat propellers in winter is forbidden.

The level of noise from radios or other devices must under no circumstances be the cause of disturbance for other users of YCM Marina. Generators are forbidden. A derogation may be granted if there is a failure or shortage in electrical supply or a converter problem on board, subject to a prior request being made in writing and sent to the Service Provider by the Customer or the Representative.

ARTICLE 25: TERMINATION OF THE CONTRACT

If there is a breach of regulations in force or of any of the clauses of this document, the Service Provider may terminate the Contract at any time (by registered letter with request for return receipt) and order the vessel to leave immediately. If the vessel is not removed within the period allotted, it will be grounded at its owner's cost and risk. Such procedure will not halt legal action or the billing of port fees and other services. Any false declaration and any failure to make a declaration of changes in information contained in the Contract may give rise to its termination.

If termination should occur due to a breach attributable to the Customer or the Representative, the latter may not claim, in any respect, a refund of all or a portion of the amounts referred to in Article 6 hereof.

ARTICLE 26: FORCE MAJEURE

The following are considered to be cases of *force majeure*: events that are outside the parties' control, which they could not reasonably be required to foresee, and which they could not reasonably avoid or overcome, insofar as their occurrence renders performance of the obligations totally impossible, subject to providing proof thereof.

The following are deemed to be cases of *force majeure* or *cas fortuit* releasing the Service Provider from their obligation to provide their services within the times initially planned: fire, flood, war, the impossibility to receive supplies of raw materials, epidemics, unavailability of quays and pontoons.

In such circumstances, the Service Provider will inform the Customer or the Representative in writing (letter or email only), within 24 hours of the date at which events occur, and the Contract binding the Service Provider and the Customer or the Representative will then be suspended *ipso jure* without compensation as from the date at which the event arose.

If the event should last for more than 30 days as from the date at which it arose, the Contract concluded by the Service Provider and their Customer or the Representative may be terminated by the first party to take action, and no party may claim damages. Such termination will take effect on the date at which a registered letter with request for return receipt terminating said Contract is first delivered.

ARTICLE 27: NON-SEVERABILITY OF CONTRACTUAL CLAUSES

If one or more stipulations of the General Terms & Conditions is(are) deemed invalid or declared as such by application of a law, regulation or following a final decision of a competent court, the other stipulations will maintain all of their force and effect.

The invalidity of one contractual clause shall not give rise to the invalidity of the General Terms & Conditions.

If performance of one or more clauses in the Contract is made impossible due to its annulment, the Service Provider and the Customer or the Representative will attempt to meet in order to establish a new clause, the spirit and wording of which will be as close as possible to the old clause, the other stipulations of the Contract remaining in force.

Failing this, or if the overall financial balance of the Contract proves to be fundamentally disrupted, the Customer or the Representative or the Service Provider may, by mutual agreement formalized in writing, declare that the Contract has been cancelled in its entirety.

ARTICLE 28: NO WAIVER

The fact, for the Service Provider or for the Customer or the Representative, of not requiring or delaying requirement of performance by the other party of any stipulations in the Contract shall under no circumstances be deemed to constitute any waiver, whether at the time or in the future, of performance of such stipulation.

ARTICLE 29: ADDRESS FOR SERVICE

For the purposes hereof and subsequent matters arising, the Customer or the Representative and the Service Provider designate address for service at their registered office wherever it may be. If there is a change, the party concerned must inform the other party by registered letter with request for return receipt.

ARTICLE 30: ENTIRE AGREEMENT

In the absence of express contractual provisions in writing, agreed between the Service Provider and the Customer or the Representative, only the General Terms & Conditions and Appendix 1 shall constitute the Contract. Said documents comprise the parties' entire agreement and set out all of their rights and obligations. They cancel and replace any previous written and/or verbal negotiations, documents and/or undertakings.

If there is a conflict between said various instruments, the General Terms & Conditions and Appendix 1 shall prevail over the Reservation (unless there is a binding provision otherwise).

ARTICLE 31: DISPUTES - FORUM SELECTION - APPLICABLE LANGUAGES

These General Terms & Conditions and operations thereby arising shall be governed by and subject to Monegasque law. They have been drafted in French. If they were translated into one or more foreign languages, only the French text shall be binding in the event of a dispute. All disputes involving the operations concluded under the General Terms & Conditions, relating to their validity, interpretation, performance, termination, or consequences and effects that are not resolved between the Customer or the Representative and the Service Provider shall be under the sole jurisdiction of the Courts of the Principality of Monaco, notwithstanding the exclusive right of the Service Provider to lodge any action seeking interim measures, specific or provisional performance or enforcement before a court that the latter deems the most opportune (in particular if there is a breach by the Customer or the Representative).

Additionally, in the event of court action or any other action to recover debts by the Service Provider, costs of summonses, court costs, and lawyers' fees (which shall by agreement be deemed recoverable) and bailiffs' fees, and all incidentals shall be paid by the Customer or the Representative at fault, as well as related costs or costs arising out of non-compliance by the Customer or the Representative with payment terms or Reservation conditions.

ARTICLE 32: APPLICABLE LAW

Any matter relating to the General Terms & Conditions and the services that they govern which is not dealt with by these contractual stipulations shall be governed by Monegasque law, to the exclusion of any other law.

ARTICLE 33: PERSONAL DATA

If the Customer or the Representative and/or the Service Provider need to process personal data, they must do so in accordance with the legislation and regulations in force in Monaco on data protection and must ensure that there is an appropriate level of security to guarantee data integrity and security.

Such level of security must be compliant with the regulations in force in Monaco and in particular Act 1165 of 23 December 1993, consolidated since Act No. 1462 of 28 June 2018.

Pursuant to said Act, the Customer or the Representative has a right to access, modify, rectify and delete their personal data. In order to exercise said right, the Customer or the Representative must make a request by

post or on site, at the Service Provider's registered office, to the data controller or their representative.

ARTICLE 34: PRE-CONTRACTUAL CUSTOMER NOTICE

The Customer or the Representative recognizes that the General Terms & Conditions have been communicated to them, prior to Reservation, in a legible and understandable manner, in particular: - the features of the berth; - the price of the berth and related charges; - information concerning the Service Provider's identity and the latter's postal, telephone, and electronic contact details, and its activities, if they are not clear from the context, - information on legal and contractual guarantees and procedures for their implementation; information on the handling of various claims. The fact for the Customer or the Representative of receiving the General Terms & Conditions constitutes on the one hand their subscription to and acceptance of said General Conditions, and on the other hand their waiver of relying on any document to the contrary rendered non-enforceable against the Service Provider. In the event of a dispute concerning the pre-contractual notice issued to the Customer or the Representative, it is the responsibility of the Service Provider to prove proper performance of its obligations in this regard.

ARTICLE 35: ENTRY INTO FORCE

The General Terms & Conditions will enter into force on 21 August 2018.

Yacht Club de Monaco

APPENDIX 1
PLAN OF YCM MARINA

