

## **Rental Contract Conditions With SKIPPER**

**Á Descoberta dos Açores Passeios Marítimos, Lda.**, by means of this contract the boat, will be rented in the following conditions.

1º

- a) The boat will be rented with it's own crew.
- b) The boat is in splendid condition of navigability.
- c) That the Customer or any of his guests or companions will be responsible for damages that are caused to the boat, equipment or other people.

2º

The boat cannot be used to:

- a) Transport merchandises which are not in accordance with maritime regulations, or any other illegal practices such as, contraband, drugs, weapons, etc...
- b) Transport of extra passengers or goods, will not be permitted on the boat.
- c) Tow other boats
- d) Be used in sporting competitions

3º

**Á Descoberta dos Açores Passeios Marítimos, Lda.** Is not responsible, for any of the Customers or his Companions values which are left or stored in the boat, during the rental period, or after

4º

The route chosen is subject to weather conditions, failure or acts of any third party and may have to undergo changes in function of the same, without incurring any responsibility towards to the **Á Descoberta dos Açores Passeios Marítimos, Lda.**

5º

Any alterations of this contract must be considered void, unless established in writing.

6º

This contract is made in accordance with the laws of the country where the boat is registered.

7º

The rent finishes on the day and the hour stipulated by the Customer and **Á Descoberta dos Açores Passeios Marítimos, Lda.** If there is a prolongation period of rent, the customer must consult **Á Descoberta dos Açores Passeios Marítimos, Lda.** and make payment directly to the skipper.

8º

The rental price is stipulated in the attached table of this contract.

9º

**Portuguese** version of this contract always overrides any another one.

10º

The competent **Court** to nullify emergent conflicts of this contract is the responsibility of the **Judicial District of Ponta Delgada – Açores**

11º

**Period for Rent**

Date Beginning: \_\_\_\_\_

Date Arrived: \_\_\_\_\_

Place of Departure: \_\_\_\_\_

Place of Arrived: \_\_\_\_\_

12º

The Customer declared that he has read the terms printed above and he agrees to be bound by all the terms of the agreement which are printed above his signature, and that he has a copy of this contract which he read and understood this agreement and accept the terms hereof.

**Ponta Delgada, \_\_\_\_ de \_\_\_\_\_ de 2011**

**Á Descoberta dos Açores Passeios Marítimos, Lda.**

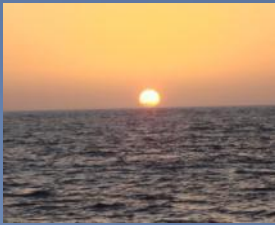
**The Customer**

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\_\_\_\_\_

## General Conditions

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1. Payment of 30% of the total value, 24 hours after confirmation of the reservation, 50% of the total value 10 (ten) days before the trip, and the remaining (20%) must be consummated on the beginning of the trip.
  - a) Bank transfers will be made to the following account  
Name: Á Descoberta dos Açores Passeios Marítimos, Lda  
Bank: BANIF  
Balcony: Calheta  
Current account nº: 00 030.735.193/30/10  
NIB: 0038 0000 30735193301 42  
IBAN: PT50 0038 0000 30735193301 42  
BIC: BNIFPTPL
2. The Customer will send us the proof of the bank transfers until 24 hours after receive the confirmation of the reservation to the following

E-Mail: [geral@nauticaservicos.net](mailto:geral@nauticaservicos.net)

Or

[nauticaservicos@gmail.com](mailto:nauticaservicos@gmail.com)

**Ponta Delgada, \_\_\_\_\_ de \_\_\_\_\_ de 2011**

**Á Descoberta dos Açores Passeios Marítimos, Lda.**

**The Customer**

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## TABELA DE PREÇOS 2011 COM SKIPPER

**Sunset With Supper (3 hours) 90,00 € / Pax**

**18h00** Departure from Marina Ponta Delgada

**21h00** Return to Marina Ponta Delgada

Minimum number of passengers: 4 | Trip includes meal on board. The reservation must be made with 48 hours before, other wise Customers will be subjected to the food which is onboard.

**Half-day trip (4 hours) 71,00 € / Pax**

**08h00** Departure from Marina Ponta Delgada

**14h00** Return to Marina Ponta Delgada

Minimum number of passengers: 4 | Trip includes 2 drinks per person, for example: juice, beer, wine and bottled water.

**One Day Trip (8 hours) 119,00 € / Pax**

**08h30** Departure from Marina Ponta Delgada

Minimum number of passengers: 4 | Supplement of Lunch with drinks: 15,00€ /Pax. The reservation must be made with 48 hours before, other wise Customers will be subjected to the food which is onboard.

**Two days Trip 225,00 € / Pax**

**Day 1 | 08h00** Departure of the Marina Ponta Delgada Destination to assert

**Day 2 | 21h00** Return to Marina Ponta Delgada

Minimum number of passengers: 4 | Supplement of Lunch with drinks: 10,00€ /Pax. The reservation must be made with 48 hours before, other wise Customers will be subjected to the food which is onboard.

**Ponta Delgada – Santa Maria – Ponta Delgada (7 Days) \* 770,00€ / Pax**

**Day 1 | 09h00** Departure to Vila do Porto

**Days 2 to 5** Stay in Vila do Porto, free days on board sleeping in a double room

**Day 6** Departure to Marina Ponta Delgada

Minimum number of passengers: 4 | Price in double room | includes meals on board, except free days.

**Ponta Delgada – Terceira – Ponta Delgada (7 Dias) \* 770,00 € / Pax**

**Day 1 | 09h00** Departure to Angra do Heroísmo

**Days 2 to 5** Stay in Angra do Heroísmo, free days on board sleeping in a double room

**Day 6** Departure to Marina Ponta Delgada

Minimum number of passengers: 4 | Price in double room | includes meals on board, except free days.

**Personalized Trip Under consultation**

You can plan your trip with departure and arrivals in any port/national Marina

### Características da embarcação

**Modelo:** Hanse 540e

**Ano de Fabrico:** 2008

**Comprimento:** 16,15m

**Calado:** 4,91 m

**Motor:** Yanmar 110HP

**Gerador:** Panda 6000W

A produção dos veleiros **Hanse** é supervisionada pela **Germansischer Lloyd** de acordo com o standard **GL Yacht Plus**.



## **Contract of Conditions of Rent Without SKIPPER**

**Á Descoberta dos Açores Passeios Marítimos, Lda.**, through this contract rent the boat, and under the conditions described below, and in accordance with the conditions attached to this contract, with which the Customer, agrees and accepts.

1º

### **The Customer accepted:**

- a) That received the vessel is in good condition, and in good conditions for navigability.
- b) It received the boat with the full deposit from fuel, pledging to return it under the same conditions
- c) That will return the boat in the waked up place, in the annex to this contract, with all the documents, accessories and equipment.
- d) That returns the boat in the date waked up in annex to this contract.
- e) That it is responsible for the payment of the lease in the terms of the attached tariffs and conditions to this contract

2º

**Á Descoberta dos Açores Passeios Marítimos, Lda.**, it has the right to reduce the period of rent and to demand the devolution of the boat, in case of contractual insult of the Customer

3º

The boat cannot be used in:

- a) Transport of merchandises with breaking of the maritime regulations, or any illegal practical others.
- b) Transport of passengers or good, in remunerated service.
- c) Tow of other boats.
- d) In sports competitions.

4º

The Customer recognizes its personal responsibility express and will go to repay **Á Descoberta dos Açores Passeios Marítimos, Lda.** from:

- a) All the expenditures for the period of lease.
- b) All the fines and court fees for any maritime infractions.
- c) All the expenditures of **Á Descoberta dos Açores Passeios Marítimos, Lda.** that they will have, when of the hanging claims because of the customer, and to this imputable.
- d) All the expenditures of **Á Descoberta dos Açores Passeios Marítimos, Lda.** relative the repairings and damages caused for accident are of the conditions of waked up insurance.
- e) All the expenditures **Á Descoberta dos Açores Passeios Marítimos, Lda.**, relative the damages suffered for this in consequence of delay in the delivery of the boat on the part from the customer.

**INSURANCE CONDITIONS**

- a) **Á Descoberta dos Açores, Passeios Marítimos, Lda.**, is detainer of insurance in **MUTUA DOS PESCADORES** in accordance with the legal disposals of the country, in the Tourist Maritime Branch with the Policy nº 20672.
- b) This policy has covered the risk of civil liability of harmony with the established one in Annex III of the Decree nº 269/2003 the 28 the October, that fits the Tourist Maritime activity, with extension the civil liability of the Tourist Operators Maritime the one that if relates to the Article 27º of the regulation published in Annex to the Regional Legislative Decree nº 23/2007/A the 23 the October.
- c) Particular clauses of the Hoof, Machines and Belongings
- ❖ 4/4 of the damages that legally are imputed the Insured for:
    - Pecuniary damages, corporal and losses of profits caused third for collision with other ships or boats.
    - Pecuniary damages and corporal caused third for collision of the boat to sail with people and fixed, mobile or floating objects. The actual damages third for collision with nets are abstained from this covering and other equipment of fishes, as well as the equipment of fish and fisheries.
    - Caused pecuniary damages and corporal third in consequence of accidents occurred with the boat during the ascent, descending or stay in shipyards or dry dock berths.
  - b) They are excluded of these coverings the compensation due for any type of pollution or contamination.
  - c) The expenditures and court costs where the Borrower of the Insurance or Insured incurs, and that he is obliged to pay, in the plea of the responsibility that it has been imputed, or in the attempt of reducing next to the Courts. They are not enclosed for this covering lawyer's fees and solicitor who has not been chosen for the Insuring.
  - d) The Customer can opt to the coverings ads attached document constants.

- a) To protect the interests of **Á Descoberta dos Açores Passeios Marítimos, Lda.** in accident case the customer will have:
- b) Take off the names and dwellings of the involved parts, as well as of the witnesses.
- c) Not to admit the guilt or responsibility.
- d) Not to abandon the boat without having taken the measures necessary of protection.
- e) Contact **Á Descoberta dos Açores Passeios Marítimos, Lda.**, exactly, in case of small damage and to supply same to a detailed report.
- f) To inform immediately to the agents of maritime authority case the culpability of the other part must be inquired or has wounded.

The **Á Descoberta dos Açores Passeios Marítimos, Lda.** it is resigned of any responsibility, for goods left or stored in the boat on the part of the customer, or companions, during the period of rent, or after the devolution of the same one

8º

Any alterations to this contract must be considered null, unless established in writing.

9º

This contract is made in accordance with the laws of the country where the boat is registered.

10º

The rent finishes in the day and the hour stipulated by the customer and **Á Descoberta dos Açores Passeios Marítimos, Lda**. When desiring to draw out the period of rent, the customer must consult **Á Descoberta dos Açores Passeios Marítimos, Lda**. In case of prolongation possibility, it must proceed immediately to the payment of the respective extension.

11º

In case of embezzlement of documents or key of the boat, the customer will pay a compensation of **500,00€**.

12º

It is considered violated the contract in the cases of:

- a) Dangerous pilotage of the boat and breaking of the Maritime law.
- b) Pilotage under the alcohol effect or drugs.
- c) Pilotage of the boat for not authorized people for this contract

13º

The rent is done with a pledge of **3.000, 00€**, to give before the beginning of the journey;

14º

More it is declared, the costs of this lease meet stipulated in table of prices supplied by **Á Descoberta dos Açores Passeios Marítimos, Lda**.

15º

The **Portuguese** version of this contract always takes advantage on any another one.

16º

The competent **Court** to nullify emergent conflicts of the gift contract is of the **Judicial District of Ponta Delgada - Açores**

**Date:** \_\_\_\_\_

**Á Descoberta dos Açores Passeios Marítimos, Lda.**

**The Customer**

\_\_\_\_\_

\_\_\_\_\_

## TABLE OF PRICES 2011 WITHOUT SKIPPER

<b>1 Day (February/March/April/May/October)</b>	<b>555,00 € / Day</b>
<b>1 Day (June/July/September)</b>	<b>680,00 € / Day</b>
<b>1 Day (August)</b>	<b>750,00 € / Day</b>

**Pledge: 3.000,00€**

It does not excuse the reading of the insurance conditions

<b>7 Days (February/March/April/May/October)</b>	<b>3.690,00 €</b>
<b>7 Days (June/July/September)</b>	<b>4.520,00 €</b>
<b>7 Days (August)</b>	<b>4.700,00 €</b>

**Pledge: 3.000,00€**

It does not excuse the reading of the insurance conditions

<b>14 Days (February/March/April/May/October)</b>	<b>7.000,00 €</b>
<b>14 Days (June/July/September)</b>	<b>8.550,00 €</b>
<b>14 Days (August)</b>	<b>8.930,00 €</b>

**Pledge: 3.000,00€**

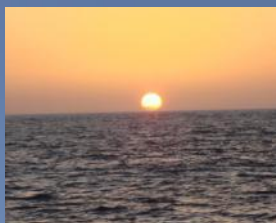
It does not excuse the reading of the insurance conditions

### Characteristics of the boat

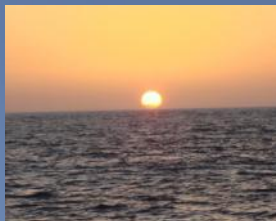
<b>Model:</b>	Hanse 540e <b>Build</b>
<b>year:</b>	2008
<b>Length overall:</b>	16,15m
<b>Beam:</b>	4,91 m
<b>Engine:</b>	Yanmar 110HP
<b>Generator:</b>	Panda 6000W

The production of the **Hanse** sail-boats is supervised by the **Germansischer Lloyd** in accordance with the standard **GL Yacht Plus**.

All the presented values meet in Euros and include the legal Tax Prices valid from 1/1/2011 to 31/12/2011.



## Rental Period



Date Beginning: \_\_\_\_\_

Date Arrived: \_\_\_\_\_

Place of Departure: \_\_\_\_\_

Place of Arrived: \_\_\_\_\_

**Date:** \_\_\_\_\_

*Á Descoberta dos Açores Passeios Marítimos, Lda.*

*The Customer*

\_\_\_\_\_

### Characteristics of the boat

**Model:** Hanse 540e **Build**  
**year:** 2008  
**Length overall:** 16,15m  
**Beam:** 4,91 m  
**Engine:** Yanmar 110HP  
**Generator:** Panda 6000W

The production of the **Hanse** sail-boats is supervised by the **Germansischer Lloyd** in accordance with the standard **GL Yacht Plus**.

All the presented values meet in Euros and include the legal Tax Prices valid from 1/1/2011 to 31/12/2011.

## General Conditions

1. The rent only can be effectuate by bearers of valid letters for the boat and zone of navigation;
2. Payment of 30% of the total value, 24 hours after confirmation of the reserve, 50% of the total value up to 10 (ten) days before the activity and the remain (20%) of the total value in the day of the beginning of the activity.
  - a) The transferences will be effectuates for the following one against bank clerk  
Bearer: Á Descoberta dos Açores Passeios Marítimos, Lda  
Banc: BANIF  
Balcony: Calheta  
Nº Bank clerk counts: 00 030.735.193/30/10  
NIB: 0038 0000 30735193301 42  
IBAN: PT50 0038 0000 30735193301 42  
BIC: BNIFPTPL
- 3) The rents General Conditions of the Rendering of services are effectuates with a pledge of **3.000,00€**;
- 4) The customer will be able to opt to one of the options of additional insurance, second table in annex
- 5) The Customer will send us the proof of the bank transfers until 24 hours after recive the confirmation of the reservation to the following

E-Mail: [geral@nauticaservicos.net](mailto:geral@nauticaservicos.net)

Or

[nauticaservicos@gmail.com](mailto:nauticaservicos@gmail.com)

**Date:** \_\_\_\_\_

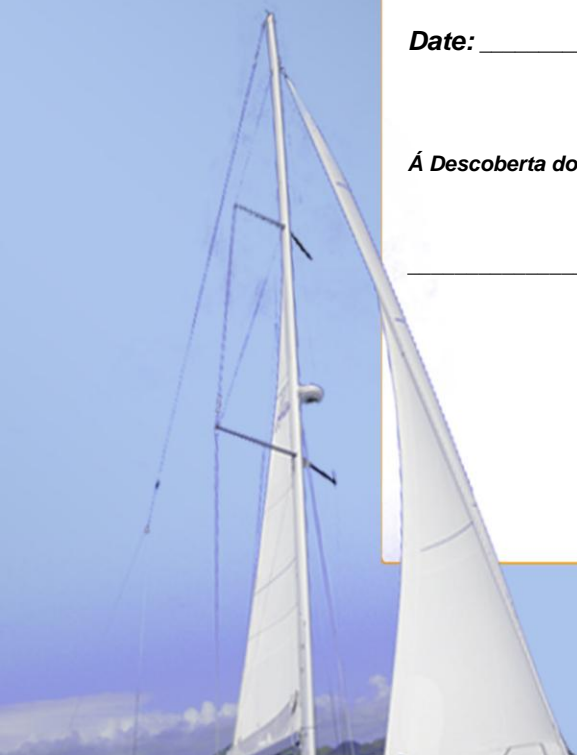
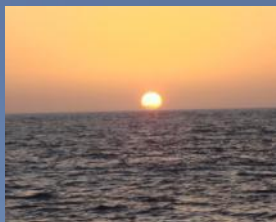
**Á Descoberta dos Açores Passeios Marítimos, Lda.**

**The Customer**

### Characteristics of the boat

**Model:** Hanse 540e **Build**  
**year:** 2008  
**Length overall:** 16,15m  
**Beam:** 4,91 m  
**Engine:** Yanmar 110HP  
**Generator:** Panda 6000W

The production of the **Hanse** sail-boats is supervised by the **Germansischer Lloyd** in accordance with the standard **GL Yacht Plus**.



## Coverings you add of Insurance

Not applicable \_\_\_\_\_ Signature: \_\_\_\_\_

### Particular clauses

**Hull, Machines and Belongings** **15,00 € / Day**

In accordance with the respective Particular Clauses that the Customer declares to know

**Date:** \_\_\_\_\_

*Á Descoberta dos Açores Passeios Marítimos, Lda.*

*The Customer*

### Conditions Special

**Accidents Staffs - Occupying** **7,50 € / Day**

In accordance with the respective Conditions Special that the Customer declares to know

**Date:** \_\_\_\_\_

*Á Descoberta dos Açores Passeios Marítimos, Lda.*

*The Customer*



#### Characteristics of the boat

**Model:** Hanse 540e **Build**  
**year:** 2008  
**Length overall:** 16,15m  
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The production of the **Hanse** sailboats is supervised by the **Germansischer Lloyd** in accordance with the standard **GL Yacht Plus**.



## **MUTUA DOS PESCADORES**

- mútua de Seguros, C.R.L. •

Edif. Vasco da Gama • Rua Gen. Gomes de Araújo • Bloco C – Piso • 1399-055 Lisboa

Tel: 21 393 63 00 Fax: 21 393 63 10

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Capital Social: 5 000 000 €

***IN TRANSLATION  
VERSION AVAILABLE  
PORTUGUESE***