

Castelletto Sopra Ticino,

Contract No./Year

The undersigned **SURNAME NAME** born in **TOWN (PROVINCE)** the **DAY/ MONTH/YEAR** and resident in **TOWN (PROVINCE) ZIP CODE**, Street **ADDRESS** n° **F**. Identified by means of identity document n° **..** issued by **.....** (which is attached hereto), e-mail/pec **... ..** telephone: **.....**

declares to have read and accepted the following regulations and general conditions of the service:

Contract Features:

- Vessel: **BOAT NAME AND LENGHT** mt.
- Duration : **ANNUAL/SEMESTRAL/.....**
- Contract start date: **DD/MM/YEAR** Contract end **date: DD/MM/YEAR**
- Amount: € **.....** (VAT included)
- Payment method: **IN ADVANCE/SEMESTERLY IN ADVANCE**
- Cancellation: **90 days before the expiration date**

1. **General conditions:** the acceptance of the above mentioned vessel by the shipyard implies for the customer the right to occupy a berth in water and/or on land and to dock at the piers.
2. Custody of the **property:** the custody of the boat including all accessories (including the vessel) is at the exclusive risk of the owner or of whoever in any capacity brings the boat to the shipyard. The shipyard only provides the boat space and the possibility of docking, but explicitly excludes any responsibility related to the custody of the boat, its accessories and its contents.
3. Fee **and method of payment:** the fee for the *entire duration of the contract* is quantified *in the item amount* (including VAT). At the signing of the contract will be issued an invoice for the full amount. The payment must be made on the basis of what was agreed by bank transfer.
4. **Non-fulfilment by the customer:** partial or delayed payment of the amount due entitles the shipyard to charge the customer conventional interest on arrears as per Legislative Decree N°231/02.
5. **Right of retention:** on the boat and on the engine there is the right of retention according to art. 2756 of the Civil Code, as a guarantee for all the credits claimed by the shipyard against the owner of the boat.
6. **Obligation between the parties:** with the stipulation of the following contract, the shipyard undertakes to place its facilities and services at the disposal of the subscriber. The customer is obliged to pay in a timely manner the agreed amount to enjoy the berth and services offered.

7. Responsibility **for damage and/or theft:** the shipyard is responsible for any damage caused by its employees to things or people, but it is not responsible for events caused by third parties. It is therefore the responsibility of the customer to respond to any damage caused to other boats, people, things or structures of the yard. The customer is also obliged to insure his boat with RC insurance. The shipyard is not responsible for the risk of theft, fire, natural disasters and vandalism.
8. **Alienation of the boat:** in case of alienation of the boat, the right to occupy the berth cannot be transferred to the third buyer. The shipyard reserves the right to stipulate or not a new contract with the third party.
9. **Services:** Water and electricity consumption are included except for continuous use for which a charge will be made at the end of the stay.
10. **Deposits:** Deposits for unused parking spaces or services are not refunded.
11. **Return of amounts paid in case of early termination: in case of** use of the services offered for a period shorter than that for which the fee was paid, the remaining months will not be refunded.
12. **Cancellation:** the duration of the contract is *indicated in the characteristics of the contract*, any cancellation of the berth must be forwarded by registered mail or by PEC within the time specified in the characteristics of the contract, otherwise the contract provides for tacit renewal.
13. **Notifications and communications:** any notification and communication must be considered validly made by forwarding a registered letter with advice of receipt (A.R.) or PEC at the domicile or residence indicated in the epigraph by the Customer, who is obliged to communicate promptly and in writing to the shipyard any changes in residence, domicile, telephone numbers and e-mail. Failure to communicate any of the above points is at the sole expense and risk of the customer who will be held fully responsible for non-payment due to sending communications to addresses or addresses no longer valid and to which will be applied the provisions of art. 4 above.
14. **Prolongation of stay and/or use of spaces and services: in case of** occupation of the yard spaces beyond the contractual term, in case of received cancellation or in case of total or partial non-payment of the annual/monthly/daily fee, the customer is obliged to pay the difference resulting from the additional days compared to the foreseen date of interruption in addition to what is established in article 4 of this contract.
It remains at the discretion of the site:
 - the possibility of applying what is described in Article 5,
 - the possibility of freeing the occupied space, providing for the removal of the vessel and charging the customer for all costs incurred,
 - the possibility to ask the customer for any damages caused by the prolongation of the stay beyond the established terms.
15. **Duration of the nautical** season: the nautical season lasts from April 1 to September 30 of each year. The opening hours of the shipyard are as follows: 8:00 – 20:00. The hours in which services will be provided by the yard will be: 8:30 - 12:00 13:30 - 18:00.



From October 1 to March 31 of each year, site hours are scheduled as follows: 8:30 – 17:00. The hours in which the services provided by the site will be provided will be: 8:30 - 12:00 13:30 - 17:00.

Please note that the site will be closed from December 15 to January 15.

- 16. **Weekly closure and holidays:** the site will be closed every Monday for weekly rest day and from 22 December to 08 January each year for the Christmas holidays.
- 17. **Car parking:** the indoor parking lot is unattended and no parking space is guaranteed.
- 18. **Effective Date:** The following contract signed between the parties will become *effective on the aforementioned effective date*.

Bank details to make the transfer:

CR Bank Asti
 Iban IT45J0608522600000000025359
 Account holder: company CM nautica Srl
Indicate the reference of the contract in the reason

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Signature

Legal Representative

Signature
 Customer (copy of identity card attached)

Pursuant to and for the purposes of Articles. 1341 and 1342 of the Civil Code. The undersigned expressly declares to accept and specifically approve the following and above clauses: 1 General conditions; 2 Safekeeping of the property; 3 Fee and method of payment; 4 Non-fulfilment by the client; 5 Right of retention; 6 Obligation between the parties; 7 Responsibility for damage and/or theft; 8 Alienation of the boat; 9 Services; 10 Deposits; 11 Return of amounts paid in case of early cancellation; 12 Cancellation; 13 Notifications and communications; 14 Prolongation of the stay and/or use of spaces and services; 15 Length of the boating season; 16 Weekly closure and holidays; 17 Car parking; 18 Effective date

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Signature

Customer (copy of identity card attached)