



**Alfonso Romero Ferré**

VAT NUMBER ES39.848357Y

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[www.sailmoments.com](http://www.sailmoments.com)

RENTAL PERIOD:	at 5 p.m.	Place: Arenal
Until	at 9.15 a.m.	Place: Arenal Navigation area: Balearic Islands
RENTAL PRICE: €		V.A.T included

**THE LESSOR:** Alfonso Romero Ferré with ID ES 39848357Y ( RYA/MCA Yacht master Ocean commercially endorsed, Patró Professional, Capità de lot i M.B.A.) rent the recreational boat described in section 1, for the period and the price previously described, subject to the clauses below.

### **Section 1 - BOAT - REFURBISHED 2020**

**RENTAL BOAT:** Beneteau Oceanis 62 feet June 2017 (REFURBISHED 2020) - Plate: TA 6ª 315-2017, Skipper and assistant mandatory.

**BOAT LAYOUT:** Boat has four cabins, two bathrooms , one separate toilet for the crew and the dining room saloon with galley. Please, note that the "spare sails area" at the front, cannot be used as a cabin as it is used for storage and crew toilet

#### **CREW:**

- **Skipper** (Captain): He is also the owner of the boat. He is the main responsible on board, he takes care of the sails, mooring and anchoring manoeuvres and can decide, modify or stop the trip if it is necessary.
- **Hostess:** Helps with the sails, anchoring mooring etc., **cooks**, cleans, but is not responsible for making/changing beds.

**DINGHY:** a 12 H.P off shore inflatable motor boat. **It can only be steered by the skipper** and it is only used to get guests ashore when anchored.

#### **EQUIPMENT:**

##### **Included:**

- Cabins: A.C, fans, bedlinen and shower towels in every room.
- Entertainment / Water Sports: Stand up paddle, kayak, windsurf and snorkel equipment.
- Sailing equipment: Full batten main sail, Genoa, Stay sail and genaker, spy
- Electronic equipment: Inmarsat, Iridium , Navtex, EPIRB, GPS, plotter, wind equipment etc.
- Amenities: Blue-tooth Boss speakers inside and outside, solarium bed, fridge inside and outside, freezer, bimini, boat spray-hood, inflatable dinghy.

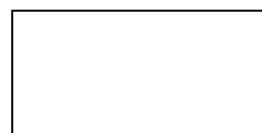
**Not included:** Fuel costs, **all moorings (including embark and disembark)** food and drinks for guest and crew, beach towels and other extra services.

#### **ECO BOAT:**

**We no longer want to waste fossil fuels.**

We self-supply with solar panels and windmill. With a responsible use we can spend a week without returning to port.

Lessee sign



**Section 2 - PRICES -**

**STANDARD OPTION**

CREW: Captain and assistant use the bunk beds cabin and the crew heat

GUESTS: Maximum six people. The cabins available are the master double bed cabin with bathroom at the front, the two double bed cabin at the rear and the starboard aft bathroom.



PRICES 2023		WEEK from Saturday			
01 January	13 May	service	(unavailable)		
13 May	03 June	8.975 €	week	Base "El Arenal"	Palma Mallorca
03 June	01 July	9.250 €	"	"	"
01 July	29 July	9,750 €	"	"	"
29 July	26 August	10,350 €	"	"	"
26 August	16 September	8.975 €	"	"	"
16 September	28 October	7.995€	"	Base Barcelona	
25 October	31 December	service	(unavailable)		

### **Section 3 - ADDITIONAL CLAUSES -**

**PEOPLE ON BOARD:** Nobody, except those described in the contract can use the boat during the trip and it cannot host more than **eight people** under any circumstance.

**ROUTE / NAVIGATION:** If guests have a specific route desired it needs to be discussed and approved by the Captain at least 4 days prior to the departure. In any other case, the Captain will choose the best route and places to visit according to the weather and sea conditions.



**WEATHER PATERNS:** Captain will try to stick to the planned route as much as possible but if weather conditions and safety do not allow it, it might need to be modified or even partially or totally cancelled. Captain will have full right to change the route if necessary, even if it means staying at a port until weather conditions get better. Any complains or refunds could not be claimed as a result of this decision.

In the unlikely event of having to stay at the port for a few days, alternative activities will be suggested to the guests in order to make the stay as much enjoyable as possible. All port costs are paid by guests.



**EXPENSES:** Guests will pay all expenses at the time of purchase during the journey (fuel, mooring, food, fees, etc.) and at the end of the trip, once the condition of the boat has been checked; a final invoice will be made including any outstanding payments. A final cleaning service costs **is required (140€)**.

Every extra change of **bed linen** has an extra cost- 140€-

**PAYMENT METHOD:** **50% of the total amount** must be paid at the **booking stage** when signing the contract. The **50%** remaining must be paid **30 days before embark**. The transaction bank receipt serves as a provisional payment document and must be sent by email at [alfons@sailmoments.com](mailto:alfons@sailmoments.com). **Once** received, a final invoice will be issued for the amount paid. As a general rule, all payments must be made by bank transfer.

**DEPOSIT:** The Lessee must also give to the lessor the amount of **€ 900** for the full boat as a DEPOSIT by cash or bank transfer before departure. Any damage due to improper use of the boat and not covered by the insurance policy will imply a total or partial retention of the deposit. The deposit may also serve as a guarantee to cover payments done by the crew and not included in the rental price during the trip. In case everything is correct and no retention is required, the deposit will be fully returned to the Lessee at the end of the contract. The value of the deposit does not exempt the customers from extra payments for expenses or damages if the total of them are higher than the deposit.

**REST CREW SCHEDULE:** In normal circumstances crew has a rest timetable from 7 a.m. to 10 p.m. each day. This excludes, however, ensuring the safety of the boat and its occupants at all times.

Lessee sign



Main Room



Deck



Aft Room



Bunk crew cabin



Saloon



bathroom



GENERAL RULES FOR CANCELLATIONS: In the event that any lessee would like to cancel the trip for any reason, the lessor will retain the total or part of the rent as damages, charging any expenses originated by the cancellation. In the event that any lessee cancels prior **than 40 days** before departure, the lessor will retain 50% of the total price. If the cancellation is communicated less than 40 days before departure, the penalty will be 100% of the booking. Under exceptional conditions and previously agreed the lessor, if the lesser is able to find a replacement for the same period booked no cancellation fees will apply.

LESSEE RIGHTS: If for any reason, and provided is not a Lessee responsibility, the boat was out of service, more than 24 hours and the costumers cannot live on board, the Lessee have the right to recover a proportional part of the amount paid in relation to the days that the boat could not function. There is no other reason than clients can give any money back. **Bad weather or any disagreement with the crew will never be a reason to give the money back.**

INSURANCE: The boat, the equipment and the crew have the following insurance: All Risk Hull with franchise and third Party Liability and Passengers. In the event that the damages are caused by the lessee and not covered by the Insurance, the lessee will be responsible for the total payment even if they exceed the deposit.

LESSEE RESPONSIBILITIES: The Lessee is obliged to indemnify Lessor for damages to third parties or any lost items or equipment resulting from his actions or negligence that were not covered by the insurance, covering both material and legal expenses. The Lessee assumes full responsibility for their actions for any type of legal infraction. The Lessor / boat-owner reserves the right of admission on board, and may force to leave the boat immediately to any or all of the customers, if necessary, whenever it considers that their actions endanger the safety of the boat or the rest of the occupants. In this case, the customers affected by this decision will lose any right to be indemnified and cannot require the total or partial refund of the amounts paid.

LOST PROPERTY: The lessor will never be responsible for the loss, destruction and / or damage of personal items or property on board.

COMPLAINTS: Complaints are only accepted if written and received at the end of the trip and no later than four hours from the arrival time. For any interpretation of this contract, only the Spanish Courts of the City of Reus are competent; and in proof of conformity, the attendants, in their respective interventions, sign the present agreement in knowledge and approval of the clauses, in duplicate exemplary and to a single effect.

The signature of this Agreement implies the acceptance of these conditions by the Lessee and there will be no obligation for the Lessor to indemnify the Lessee in any of the cases previously described.

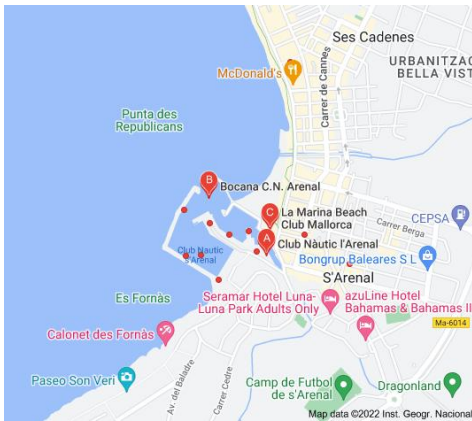


**Section 4 - PASANGERS -**

The Lessee 1

Name:	I.D.	Country	-
Address:	P.C.	City	-
Passenger 2		ID	
Passenger 3		ID	
Passenger 4		ID	
Passenger 5		ID	
Passenger 6		ID	

It's strictly necessary that the Lessee read accept & sign every page of this contract before boarding.



**SUMER MARINA BASE –EL ARENAL-**

El Arenal (Mallorca) sometimes is also possible departure from other marinas

**WRITE SELECTED MARINA**

El Arenal

In Castellvell Del Camp. 01/04 /2023

THE LESSOR

THE LESEE

