

This agreement is entered the **DATE**, between:

Dream Yacht Charter,
Criterion House, 90 St. Jean Road, Quatre Bornes, Mauritius,
hereinafter “**DYC**”,

And

Mister #####
Address 1 _____
Address 2 _____
ZIP CODE _____ CITY _____ STATE _____
hereinafter “**Owner**”

DEFINITIONS:

1. “Yacht” shall mean an auxiliary power sailing yacht built and equipped according to the general specifications and equipment list.
2. This Agreement is a “Lease Purchase” contract with 35% of the yacht full-invoice price being paid upon signature.
3. The Term of this Agreement is ?? months.
4. Exactly ?? months after date of signature, a 25% Balloon payment by the buyer will secure full ownership of the yacht, and a Title to the vessel, free and clear of any encumbrances, will be transferred from DYC to the Buyer.
5. DYC will retain ownership and title of the yacht until the Balloon payment of 25% is paid by the Buyer at the end of Month ??.
6. “Phase in location” is defined by the DYC port located in: **BASE**
7. “Phase out/ Handover Location” is defined as **BASE**
8. “Last Charter Date” is defined as **DATE**

Whereas, DYC Charter and owner wish to enter into an agreement whereby DYC will perform certain services for owner in connection with the management and chartering of the yacht.



In consideration of the mutual undertaking herein set forth, this agreement is subject to the following terms and conditions :

MANAGEMENT OF THE YACHT BY NYC :

1. Delivery of yacht

Owner authorizes NYC as Dealer to have yacht delivered to phase-in location.

2. Charter of yacht

NYC will promote the yacht and develop programs and destinations in the best interest of NYC and owner in order to maximize charter bookings. NYC will charter to third parties. NYC will provide training for direct and indirect sales agents and assure familiarization with yacht to maximize sales and charter bookings. From time to time during the agreement NYC may opt to reasonably use the yacht for promotional purposes such as photo shoots, familiarization trips and training. Owner authorizes the development of such marketing programs, promotions, and charters. NYC will maintain a global charter booking system to expedite sales and fleet management. Owner agrees NYC may move yacht to and between charter ports to maximize charter bookings and react to charter demand.

3. Insurance

NYC Charter shall procure and maintain, in full force and effect during the term of the agreement, the industry standard insurance coverage, the cost of which will be borne by NYC. In case of a declared total loss of the vessel:

- a) Hull insurance in the amount of not less than 100% of the total selling price of the Yacht paid to the Owner (the "Total Selling Price") for the first calendar year following the Closing Date; 100% of the Total Selling Price for the second calendar year following the Closing Date; 85% of the Total Selling Price for the third calendar year following the Closing Date; 75% of the Total Selling Price for the fourth calendar year following the Closing Date; 65% of the Total Selling Price for the fifth calendar year following the Closing Date; 55% of the Total Selling Price for the sixth calendar year following the Closing Date providing for a deductible of one percent (1%) of the insured value of the yacht, dinghy and outboard excluded.
- b) Protection and indemnity coverage of not less than \$3,900,000
- c) The aforesaid policies shall be endorsed so as to:
 - i. NYC as insured and Owner as additional insured
 - ii. Allow the insured to charter.
 - iii. Extend coverage to charter clients as additional insured in respect to hull protection and indemnity coverage.
 - iv. Name lender, if applicable, as loss payee.
- d) NYC shall not, by any willful act or omission, void or vitiate the aforesaid insurance. A security insurance will be charged of ??€ per day of use.

4. Owner's Use

Owner's use is defined as follows:

- **2 weeks in high season** | **2 weeks in low season**
- 2 weeks of last minute "walk-on" with 10 days notice (high and low season).
- The high-season weeks are convertible to 2 low-season weeks.
- Owner is entitled to use the weeks above at any base worldwide operated by NYC, except the Annapolis, MD base.

5. Owner Revenue

No revenue will be paid to Owner during the tenure of this Agreement, except as defined in clause 6 below.

6. Referrals

Owner may refer charters or yacht ownership prospects for any yacht, at any NYC base, and earn referral fees on the following basis: Owner must provide to NYC the name, address and telephone number of a *bona fide* new customer to NYC. The name must be provided to NYC prior to named person contacting NYC. Should named person book a charter, NYC will pay a referral fee equal to 15% of earned charter revenue. Should named person purchase a yacht, NYC will pay a referral fee of 1% of the net sales prices of the yacht. All referral fees will be paid in the month following the month that the charter is completed or yacht is closed.



7. Use a larger size boat

If the owner wishes use a bigger size yacht (monohull or catamaran), owner will pay the difference between the charter price of his yacht and the larger one at the same local base where owner wants sailing. Use is not in addition to but part of personal use as noted in paragraph 4. Maximum use of a larger yacht is 14 days per year.

8. Operations and Maintenance

DYC agrees to berth, operate, maintain, and manage yacht. DYC agrees Yacht is to be maintained in good condition per DYC maintenance schedules less fair wear and tear.

Maintenance is to include annual hauling out and bottom painting. In order to protect the yacht against the possibility of hurricanes, DYC may furlough or move the yacht at its expense during hurricane season outside the Med.

9. Term of Management Agreement

This agreement shall be in effect for a period of ?? months beginning on the "yacht closing date" and ending on the "hand-over date". End after the last charter date.

10. Termination

This agreement may be terminated upon the occurrence of any of the following circumstances:

- a) If either owner or DYC files a petition in bankrupt, or if either shall make an assignment for the benefit of creditors, or take advantage of any insolvency act, either party may there upon terminate the agreement by sending written notice to the other party.
- b) Total loss of the yacht

Termination of this agreement shall not relieve either party of the obligation to honor any charters sold by DYC for which deposits and/or payments have been actually received by DYC. Nor does termination of this agreement relieve either party of any obligation or liability accrued hereunder prior to the effective date of any termination.

Owner should stay in the management program until the end of the agreement if he wants to take back the yacht with the title to the owner's name.

11. Phase out & Hand over

DYC will provide phase out maintenance to the Yacht at DYC expense per the DYC phase out maintenance schedule during the "phase out maintenance period". Once scheduled, actual phase out maintenance will take approximately 30 days. When phase out maintenance is completed, hand-over to the customer shall take place. Prior to the "last charter date" DYC will notify owner of the "hand-over date". Should the owner or the owner's agent fail to accept the yacht on the hand-over date, DYC will assume the yacht has been accepted. Owner will become responsible for dockage, maintenance and insurance at the current rates. **DYC and owner agree that DYC may, at DYC discretion, operate the yacht on an overflow charter contract in order to offset dockage, maintenance and insurance costs accrued by the owner.**

12. Use of DYC Name

For marketing purposes, DYC has designated the Yacht as defined on page 1 and may, from time to time, refer to the yacht as a "DYC" boat. After yacht release, and acceptance by owner or owner's representative, owner agrees that yacht will no longer be referred to, nor advertised as a DYC Charter boat. Should owner enter into an agreement with a competitive charter company, owner agrees he will notify company of this limitation and will not allow the unauthorized use of DYC Charter trademark name.

13. Act of God

DYC shall not be liable for any losses or damages of any nature whatsoever incurred or suffered as a result of any failures and delays in performance due to any cause or circumstances beyond its control, including, without thereby limiting the generality of the foregoing, any such failures or delays in performance caused by strikes, lockouts, fires, acts of God or the public enemy, riots, incendiaries, interference by civil or military authorities, compliance with the laws of France or European authority, avoidance of violation of the legal rights of others, compliance with public policy, delays in transit or delivery on the part of transportation companies or communications facilities, or any failure of sources or material. This force majeure does not limit coverage that may be available through the insurance noted in Paragraph 3 above.



14. **Warranties**

DYC warrants that the work and services performed by it under the agreement shall be performed in accordance with accepted industry standards. DYC makes no representations, warranties, or guarantees hereunder, expressed or implied, with respect to the performance of the yacht or the performance of the work and services. DYC shall not be responsible or liable for defective material and equipment. All warranties emanate solely from the manufacturer.

15. **Assignment**

This agreement shall not be assignable by either party without the prior written consent of the other party, except that it may be assigned by DYC without such consent to a person, a firm or a corporation acquiring all, or substantially all, of the business and assets of such party. No assignment of this agreement shall be valid until and unless this agreement shall have been assumed by the assignee. When duly assigned in accordance with the foregoing, this agreement shall be binding upon and shall inure to the benefit of the assignee.

16. **Confidentiality**

At all times during the term of this agreement, and after the termination of this agreement, DYC and owner agree they will hold inviolate and keep secret all knowledge or information as to the process, inventions, formulas, customers, accounts, and any other matter relating to the business of DYC, its subsidiaries and affiliates, or any of its directors, officers and employees, and that he or she will not impart or make known any of the same or anything relating to the same to a competitor or other person, firm or corporation except when authorized by the other party to do so in writing.

17. **Governing Laws**

This agreement shall be construed and the legal relations between the parties hereto determined in accordance with the laws of Mauritius.

18. **Entire Agreement**

The above and foregoing represents the entire management agreement between the parties, and no other representations either verbal or written, shall alter, modify, or enlarge it, without the express written consent of both parties, in which case they will be attached as addenda hereto.

19. **Transfer of the title**

At the end of the present agreement, and after execution by Owner of the 25% balloon payment as defined above in **Definitions | 4)**, the title of the yacht, free and clear of any encumbrance, will be transferred onto the owner's name. There will be no added fees for owner.

Owner

(I read and I accept the terms)

DYC Charter





This agreement entered into this **DATE**, by and between Dream Yacht Charter :

Dream Yacht Charter,

Block 3 – Royal Road - Cascavelle – Mauritius

(hereinafter referred to as “Dealer”)

And :

Mister #####

Address 1 _____

Cell Phone : _____

Mail : _____

ZIP CODE _____

CITY _____

STATE _____

(hereinafter referred to as “Purchaser”).

WITNESSETH

In consideration of the mutual undertaking herein set forth, Dealer and Purchaser agrees as follows:

1. WHEREAS the Dealer is primarily engaged in the marketing and sale of vessels such as the vessel described in the Exhibit A to this Agreement, which is attached hereto and made part hereof, the Yacht ; and
2. WHEREAS, the buyer desires to purchase the Yacht from the Dealer and the Dealer desires to sell the Yacht to the Purchaser.
3. NOW, therefore in consideration of the mutual covenants herein contained and other good and valuable consideration the Parties are agree as follows :
 - A) Sale of the Yacht: The Dealer shall sell to the Buyer and the Buyer shall purchase from the Dealer the build **DATE** millennium **DATE / MARQUE / MODELE** hull number **???** as described in the specifications attached hereto as Exhibit A and to be ex. factory in **DATE**, pursuant to the term of this Agreement.



B) PRICE AND DEPOSIT :

The final selling price for the Yacht includes delivery of the Yacht to the Charter Port located in **BASE** (The Delivery Location), Commissioning and Duty (if applicable) and shall be as follows :

Retail Price -----	??? ??? €
Discounted Price -----	??? ??? €
Reservation and 6 _ month lease Price = 35% -----	??? ??? €
Balance at ?? months expiration =25% -----	??? ??? €*
TOTAL SELLING PRICE -----	??? ??? €

Upon execution of this agreement by Buyer, the Non-refundable confirmation deposit shall be paid by Buyer to Dealer. This Agreement will not be binding or deemed to be in full force and effect unless and until such time as the Agreement is signed by both the dealer and the Buyer, and the confirmation deposit is received by the dealer. Final Payment of the balance of the selling price shall be in the form of cleared or negotiable funds acceptable to the Dealer.

*Transfer of title to the Buyer takes place at that date (**DATE**).

C) CLOSING:

The present agreement shall be deemed to be in force when the reservation and **??** months lease price of **???** **???** € is collected in full by the Dealer.

1. The Buyer hereby acknowledges and agrees that the Dealer may, as its sole discretion, charter the Yacht prior the closing date.
 2. The Dealer shall have the Yacht delivered to the Buyer at the delivery location, together with all gear, machinery, equipment, furnishings, and all other articles and appurtenances, set forth in **Exhibit A**.
 3. At the end of **??** months term, the Buyer will effect the 25% payment as defined in Paragraph B above. A Free and unencumbered title to the vessel with then be transferred to the Buyer at the same time.
- D)** This agreement consists of two pages and contains the entire Forward Sale Agreement between the parties. Any representations not made herein, either verbal or written, are not binding on the parties unless specifically agreed to, and included by means of addendum herein. This purchase agreement cannot be modified or amended without the written consent of the parties.
- E)** In the unlikely event that either party is required to enforce the terms of this Agreement or to collect sums due and owing, the prevailing party in any litigation or proceeding shall be entitled to recover its attorney fees and cost, and other costs of collection shall be recovered by the collecting party from the one obligated to pay the sums collected.
- F)** Any failure of Dream Yacht Charter to enforce the terms of this agreement shall not be deemed a waiver of any of its rights hereunder.
- G)** Governing laws – This agreement shall be construed and the legal relations between the parties hereto determined in accordance with the laws of Mauritius. Venue for any legal actions arising out of, or relating to, this Agreement shall lie in Mauritius.

IN WITNESS WHEREOF the parties hereto have executed these presents as of the date above first written.

PURCHASER

DREAM YACHT CHARTER



ADDENDUM B is signed between _____ and _____ (Owners) and Dream Yacht Charter.

A. OWNER USE

All Owner’s use including guest use is to be in accordance with a charter from Dream Yacht under the applicable Dream Yacht charter contract and policies. All cancellation policies will apply to owner use bookings. Cancellation inside of 60 days will result in forfeiture of the owner use booked and owner use charges per paragraph 4.e). Owner has the right to use yacht for such periods as noted below provided owner gives Dream Yacht notice of owner’s desire to use yacht for a specified period and provided further that Dream Yacht, upon receipt of such notice, shall not have chartered or be obligated to charter yacht to any other person during the specified period or any portion thereof. Owner agrees to return yacht to Dream Yacht in good and seaworthy condition upon a date to be stipulated in such notice. Should any loss or damage occur while Yacht is in use by owner, owner guest or owner arranged charter, owner is responsible for the full amount of the deductible stated in paragraph 3 a) of the Management Agreement. Owner may purchase yacht Security insurance provided by Dream Yacht in order to reduce the amount of the deductible.

a) **PERSONAL USE:** Each calendar year, owner may use his yacht:

2 weeks(high season)

2 weeks(low season)

OR 6 weeks (low season)

High and low season as determined by Addendum A1 attached and may or may not conform to the current published rate sheet.

Note: 1 high season week = 2 low seasons weeks

b) **RECIPROCAL USE:**

Owner may personally use a like size, model, and vintage yacht other than his yacht, with the following restrictions:

- 1) Owner may book 8 weeks reciprocal use each calendar year.
- 2) Maximum 2 weeks per year high season and 2 weeks low season, per attached Addendum A.
- 3) Owner may book a maximum of three (3) consecutive weeks in low season per Dream yacht destination, per calendar year
- 4) Owner or his **direct family only** must personally be on board the yacht.
- 5) Dream Yacht’s policy is to book no more than three (3) weeks non-revenue use on any yacht (excluding Owner’s personal use of his own yacht). Availability of any yacht for reciprocal use may be limited by this policy.
- 6) Some owners do not participate in reciprocal use. Those owner yachts are likewise not available for reciprocal use.
- 7) Reciprocal use is not in addition to, but part of personal use as noted in 4(a) above.

c) **WALK-IN USE:** In addition, each calendar year, Dream Yacht will allow owner to book personal use on short notice on his personal yacht or on a like-size model and vintage yacht:

- 1) Maximum 2 weeks per calendar year. Use can be in high season and low season, as per Addendum A1.
- 2) Bookings cannot be made more than (10) Ten days prior to the start of the charter.
- 3) Bookings cannot be made less than 24 hours prior to the start of the charter. Booking is subject to authorization from the base manager (last minute maintenance, technical problems, etc.)
- 4) Bookings cannot be for more than 2 consecutive weeks in high season. In the Mediterranean, Yacht must be returned before 5:00 p.m. the following Friday or before 5:00 p.m. the day before the next scheduled charter.



d) **TOTAL OWNER USE:**

Total owner use, personal, non-personal and reciprocal will be limited to a maximum of 6 weeks for a calendar year, as noted in B a) and B b) above, and 2 weeks per year as noted in B c) and is not cumulative year to year.

e) **OWNER USE CHARGES:**

Owner will be responsible, whether using personal or reciprocal use or walk-in use for a flat turnaround fee as follows, regardless of the duration of the charter.

Monohulls:

200 € for 34' to 38'';

240 € for 39' to 45';

260 € for 46' to 49';

280 € for 50' to 53'.

Catamarans:

260 € for 36' to 42';

300 € for catamarans 43' to 45';

330 € for catamarans 46' to 49';

350 € for catamarans 50' to 55'.

The turn around fee covers consumables (water, gas for dinghy outboard, linens, new propane/butane container, 2 sets of bed sheets and towels), dockage and dockside shore power (1st and last night of charter), chase call, cleaning of the yacht, parts and labour. Owner may stop at Dream Yacht bases for one free refill of water, gas or replacement as needed for the duration of the charter. During the charter, at all bases worldwide, fuel refill is at the Owner's cost. Finally, the yacht must be brought back with full gas tanks.

Turn around fee may be adjusted annually for all Dream Yacht bases in the world. It must be paid at the time of booking the charter.

A basic "departure kit" will be on board the yacht, invoiced at the local cost. It includes water and soda (6), toilet paper, a sponge, dishwashing liquid, etc.

Out of pocket expenses including, but not limited to, taxi fare, provisions, beverages, and applicable taxes, any crew(s) are the Owner's responsibility.

- f) Dream Yacht authorizes the owner to convert weeks of owner use into days of owner use at the rate of seven days for one week. Owner use is offered on a calendar year basis and it is not prorated for partial years due to phase-in or phase-out of the yacht.
- g) Dream Yacht agrees to use its best efforts to see that owner's yacht is provided for owner's personal use. However, Dream Yacht reserves the right to substitute owner's yacht for owner's personal use, if possible, should owner's yacht be unavailable. Dream Yacht agrees to use its best efforts to see that a like size, model and vintage yacht is provided for owner's reciprocal and walk-in use. However, in the event there is no like size, model and vintage yacht present in the fleet of that destination, Dream yacht reserves the right to provide the nearest size and vintage to the yacht.
- h) Owner may allow a guest to use his yacht as part of his personal use up to two (2) weeks per calendar year in low season per attached Addendum A1. Owner is allowed to donate his use, however, public advertising or public promotion, directly or via a third party, are prohibited and use of the Dream Yacht name or Dream Yacht logo are not permitted, directly or via a third party. Donation of weeks is considered guest use. During a period of guest use, owner will be entered as primary charterer and guests will be entered as secondary charters in the reservation system. The Sale of unused Owner's week is prohibited.
- i) Dream Yacht reserves the right to modify the owner use procedures and policies for new bases and Calendar use – Addendum A1.
- j) Dream Yacht will keep researching new destinations and bases, as well as reviewing its existing destinations and bases. In addition, the DYC reserves the right to close any existing bases, relocate the yacht to the most appropriate destination, and modify the owner use procedures and policies for new bases for any reason, including to react to charter demand or other economic issues.



B. OTHER TERMS

a) Use of a larger yacht than Owner’s: If Owner wishes to use a larger yacht than his/her personal yacht for one of his/her charter periods (whether monohull or catamaran), Owner will be charged the rate differential between his/her Yacht and the larger Yacht he/she has chosen, all being based on current published rates for the Yachts, dates and regions in question. The time spent during such use is part of the total allocation defined in clause B1 of Addendum B, and is limited to 14 calendar days per year, EXCEPT, in all cases, for the week of December 24 to January 1st.

This use may also be part of the allocation of Reciprocals, clause Bb). Owner must personally be on board, and all other terms of utilization apply.

b) For monohulls owners: Owners of monohulls equal or larger than 41’ may use a catamaran in the exchange program. Specific costs are listed above in B1.e). This form of owner’s use is part of description in B1a) and B1c). Owner must imperatively be on board.

a) Yacht size equivalences:

- Owners of monohulls 41’ to 43’ may use catamarans 36’ to 38’.
- Owners of monohulls 44’ to 47’ may use catamarans 39’ to 43’
- Owners of monohulls 48’ to 53’ may use catamarans 44’ to 47’.

b) Time equivalences

- 1 week on monohull in high season = 1 week on a catamaran in low season
- 2 weeks on monohull in high season = 2 weeks on catamaran in low season OR 1 week in high season
- 1 week on monohull in low season = 1 week on catamaran in low season

c) Time equivalences in last minute utilization

- Clause B1.c) applies in full
- 1 week on monohull in high season = 1 week on catamaran in high season
- 1 week in low season = 1 week on catamaran in low season

This addendum B is composed of 3 pages.

Owner (Print Name)

For Dream Yacht Charter (Name)

Owner (Signature)

For Dream Yacht Charter (Signature)

