



FRAGLIA VELA MALCESINE

Circolo fondato nel 1947

FIV CONI

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**CONTRACT OF THE BOAT PLACE** from \_\_\_\_\_ till \_\_\_\_\_ for **TRAINING GROUP**

**Reference:** Surname and name \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_

Country \_\_\_\_\_

Mobile Number \_\_\_\_\_

E-mail \_\_\_\_\_ Club \_\_\_\_\_

**Boats:**

N°	Class	Sail number	N°	Class	Sail number
1			11		
2			12		
3			13		
4			14		
5			15		
6			16		
7			17		
8			18		
9			19		
10			20		

**RIB n°1:** DRIVER: \_\_\_\_\_ MODEL: \_\_\_\_\_ MOTOR: \_\_\_\_\_

**RIB n°2:** DRIVER: \_\_\_\_\_ MODEL: \_\_\_\_\_ MOTOR: \_\_\_\_\_

**RIB n°3:** DRIVER: \_\_\_\_\_ MODEL: \_\_\_\_\_ MOTOR: \_\_\_\_\_

**Coach BUS n°1:** DRIVER: \_\_\_\_\_ MODEL: \_\_\_\_\_ LICENSE PLATE: \_\_\_\_\_

**Coach BUS n°2:** DRIVER: \_\_\_\_\_ MODEL: \_\_\_\_\_ LICENSE PLATE: \_\_\_\_\_

**Coach BUS n°3:** DRIVER: \_\_\_\_\_ MODEL: \_\_\_\_\_ LICENSE PLATE: \_\_\_\_\_

**TRAILER N°1:** LENGHT: \_\_\_\_\_ LICENSE PLATE: \_\_\_\_\_

**TRAILER N°2:** LENGHT: \_\_\_\_\_ LICENSE PLATE: \_\_\_\_\_

**TRAILER N°3:** LENGHT: \_\_\_\_\_ LICENSE PLATE: \_\_\_\_\_

**Price: €** \_\_\_\_\_

**GENERAL CONDITIONS**

1. This contract has a term from the date of signing until the \_\_\_\_\_ of the same year. The Company reserves the right to terminate the agreement at its sole discretion, upon written notice by registered mail with return receipt at least sixty days before the annual deadline.

2. a) The user is required to pay in advance the amount of Euro \_\_\_\_\_ for the entire duration of the contract. The amount paid is to be considered relative to the entire duration of the contract and is not even partially refundable for any reason, including the failure to use for reasons not caused by the Company.

b) The Company, during mooring and shelter in sheds and on the forecourt, does not assume responsibility for boat theft, theft of appliances, furniture and subtraction tools and equipment in the boat provided.

c) The Company shall not be responsible for any damage that may be caused to boats for reasons not depending on it or its staff; and more precisely the Company shall only be liable for damages that may result to craft for rupture of hauling and launching equipment.

d) remains also agreed that the Company is not responsible for any event determined by accidental causes, by force majeure or exceptional weather events and the damage caused by a vessel to another vessel.

3. The user can use the services on conditions prescribed by regulation of the port and related tariffs, which hereby declares to know and accept. In particular, under this contract are the following services: storage on the boat yard, the number is free car parking, use of health services. Please note that the free "valet parking" is to be understood as powers of access to parking, up against availability, and no guarantee as to the actual availability of the place is provided by contract.

4. The user with the signing of this contract shall inform the Company, that the vessel covered by this agreement is regularly covered by third-party insurance for damage to property and / or persons throughout the storage period and agrees to deliver the direction of the port copy of the insurance contract prior to the vessel's arrival. It also declares that the boat is in order and complies with the rules relating to navigation with particular reference to security and is committed to maintain it in this state for the duration of the contract.

5. The place of storage vessel intended that remains fixed and will not in principle be varied during the agreed period. It remains, however, understood that the company where he had the need, will be able to replace it with another equivalent for accessibility and safety. The Directors may also, in order to ensure the safety and good functioning, have movement and changes to the organization of the port and the square and you agree as of now to refrain from raising objections.

6. If the user replaces the boat with one of greater dimensions, which does not require the assignment of another place, this contract will be canceled and replaced with a new one having the same maturity. The user will have the obligation to pay by way of adjustment, of a sum equal to the difference between the cost of the previous and the new fee. Please note that the company does not give any guarantee about its availability of a berth larger and the user binds himself to submit specific requests to the management.

7. For all matters not provided herein, the user undertakes to comply with the conditions contained in the internal rules of the port and of the services that acknowledge and accept.

8. The present contract is absolutely not transferable in any way or for any reason. If the user disposes of the vessel, the new owner will submit an application for berth allocation. The Management, at its sole discretion, may elect to assign the mooring to the new owner.

#### 9. RIGHT OF RETENTION – FORCED REMOVAL RIGHT

In the event of insolvency of the User, the FVM is expressly recognized the right of retention boat ashore and the faculties of the same and proceed according to the rules established by the Civil Code for the sale of the pledge.

If the user absconding or in the case of non-removal vessel as a result of the termination of the contractual relationship as indicated on the upper art. 2 (two) of the present writing, the FVM is since now authorized the forced removal of the vessel with the same deposit with suitable shelter.

They will be placed by the user, all the costs inherent in the boat and consequent removal and storage of the same.

If the User's unavailability, or failure to take delivery of the vessel following the termination of the contract, is prolonged for more than three months time, they will be immediately informed the competent police bodies ensure that, in such Act, all 'boat reliance on public authorities.

Malcesine, \_\_\_\_\_

The user

Fraglia Vela Malcesine

The user, in accordance with Articles 1341 1342 of the Civil Code, expressly declares to accept the items, n. 1,2,3,4,5,6,7,8,9 of the general conditions mentioned above.

The user

Fraglia Vela Malcesine