

General Terms and Conditions

General Terms and Conditions for dock space or dry storage Lessees ("Lessee") of Seru Boca Marina, operated by Santa Barbara Recreation N.V. having its registered seat at Porta Blancu, Nieuwpoort, Curaçao (the "**Marina**").

The Marina includes dry storage space, the jetty, docking spaces, slipway, offices and other properties of the Marina.

General

1. The Marina is first and foremost a resort marina, being an essential feature of the Santa Barbara Plantation area. This means that it is the Marina's primary purpose to provide rental facilities and docking space to residents of the Santa Barbara Plantation resort. However, while in principle the Marina designates its rental facilities to the (future) residents of Santa Barbara Plantation, the Marina may also decide to rent its facilities and docking space to non-residents for short- term and/or definite periods of time.
2. The Marina may amend the General Terms and Conditions from time to time.
3. Lessee may not choose permanent residence or choose its permanent registered seat at the Marina.
4. The Marina will review the rental price of the dock space and dry storage agreements on a periodic basis which will normally be for one year (the "Agreement") and will notify the Lessee if the rental price will be increased at the latest 30 days prior to each commencing period. Should Lessee settle the invoice for the full term of the Agreement in advance, Lessee receives a 10% discount on the rental price.

Penalties

5. The Lessee is in breach of the Agreement without prior notification of default if the Lessee fails to pay the rental price on the due date. The Marina reserves the right to charge legal interest on a monthly basis, to be calculated as per the due date. Should the Marina need to send a second reminder, the Marina reserves the right to charge administration costs of US\$ 25.
6. If the Lessee infringes any condition of the Yachting Guide, the Agreement and the General Terms and Conditions, the Marina may impose a penalty in accordance with the penalty policy, which is in place and may be unilaterally amended from time to time.

7. In the event that the Lessee fails to comply with the obligations under the Agreement and the General Terms and Conditions and the Marina feels obliged to hand over the claim to a collection agency, all collection charges are for the account of the Lessee.
8. In the event that the Lessee does not comply with its financial obligations, the Marina reserves the right to detain and/or put an attachment on ("*beslag leggen*") Lessee's vessel. The total amount due will be increased with legal interest, collection charges and retention costs.
9. In the event that Lessee does not comply with its financial obligations, the Marina reserves the right to discontinue the supply of water and electricity to the Lessee.

Liability

10. The Marina, its employees or other appointed persons shall, except in case of gross negligence or willful misconduct, not be liable for loss or damage to Lessee's vessel or any other vessel, including its equipment and content resulting from the use of the Marina.
11. The dry storage space is to be used at the sole risk of the Lessee. The Marina, its employees or other appointed persons shall, except in case of gross negligence or willful misconduct, not be liable for loss or damage to Lessee's vessel or any other vessel, including its equipment and content resulting from the use of the space.
12. The Marina, its employees or other appointed persons shall, except in case of gross negligence or willful misconduct, not be liable for personal injuries to the Lessee, (family) guests or members of his crew or party resulting from the use of the dry storage space or Marina.
13. The Marina, its employees or other appointed persons shall, except in case of gross negligence or willful misconduct, not be liable for losses or damages to Lessee's or any vessel in the Marina or any vehicles parked in the parking lot, including losses or damages caused by fire, storms and errant golf balls. The Marina is not responsible for damages caused by power surges, magnetic fields, by natural causes, or by services provided by Aqualectra.
14. Lessee is responsible for damage caused by him to the properties of the Marina, such as the dock structure, piling and damage to persons working for the Marina.
15. Lessee is responsible for damage caused by him to other vessels or persons.
16. Lessee will report all damage and losses caused by him immediately to the Marina.
17. Lessee certifies to have a liability insurance in place of which a copy is provided to the Marina.

Maintenance

18. Authorized employees of the Marina will replace, at Lessee's expense, any trailer and storage equipment in dry storage considered by the Dockmaster to be inadequate or below marina standards.
19. In the event of threatening damages or danger for safety caused by Lessee's vessel, the Marina has the right to take all necessary measurements to prevent such danger at Lessee's expenses. The Marina may do this in the case of an emergency or if Lessee does not respond within a reasonable time.
20. In the event of an emergency, the Marina reserves the right to move vessels to other places, but assumes no obligation to do so.
21. No heavy maintenance (mast removal, major engine repair etc.) is permitted. The Marina shall have the sole right to determine what type of maintenance or repair shall be prohibited.
22. If the Lessee does not properly maintain its vessel, The Marina reserves the right to assign a replacement dry storage space, mainly to prevent any inconveniences for neighbors.

Applicable law and jurisdiction

23. These General Terms and Conditions are subject to the law of Curaçao. Any dispute between the Lessee and the Marina shall be adjudicated by the competent Court of Justice at Willemstad, Curaçao.