

*CARTA INTESTA MARINA NAVENE S.r.l.*

**NEW CONTRACT**

**Contract no.** \_\_\_\_\_/2016

**Number of Berths** \_\_\_\_\_

Boat details:

- Make \_\_\_\_\_
- Model \_\_\_\_\_ (series no. \_\_\_\_)
- Name: \_\_\_\_\_
- Overall length (m): \_\_\_\_\_
- Width (m): \_\_\_\_\_
- Weight (kg): \_\_\_\_\_
- Draft (m): \_\_\_\_\_
  
- Value (€): \_\_\_\_\_
- Value of moveable accessories (included in the total value of the boat): \_\_\_\_\_

Motor:

- Make \_\_\_\_\_
- Model \_\_\_\_\_
- Type: \_\_\_\_\_
- Value: Included in the total value of the boat): \_\_\_\_\_

Owner details:

\_\_\_\_\_ resident in (Address) \_\_\_\_\_

Country \_\_\_\_\_ email address \_\_\_\_\_@\_\_\_\_\_

Total contract price: € \_\_\_\_\_ ( \_\_\_\_\_ )

## ANNUAL BOAT BERTHING CONTRACT

BETWEEN

MARINA NAVENE s.r.l. based in Malcesine (VR) at Via Gardesana 285, Codice Fiscale and Partita IVA 03383700238, represented in this contract by their Administrator and Legal Representative Dr. Alessandro Miolato, afterwards known as "The Society" or "the Port Authority"

AND

Mr/Mrs/Ms \_\_\_\_\_ born in \_\_\_\_\_ on \_\_\_\_\_,  
Fiscal code \_\_\_\_\_ resident in \_\_\_\_\_  
(country) \_\_\_\_\_ afterwards known as "the User"

**Given that:**

- **The Marina Navene S.r.l. is the owner of the port structure situated in Localita Navene in the borough of Malcesine (VR)**
- **The User has expressed interest in Berthing the Boat above specified in this port structure according to the conditions specified in this contract:**

- That being said

- It is understood and stipulated as follows:

The Society MARINA NAVENE S.r.l., in the person of their Legal Representative as indicated above, gives the right to the User to use a Berth in the Berthing area on the basis of the Physical Person and the Boat specified above according to the following

### GENERAL CONDITIONS

#### 1. DURATION

The present contract will run from 1st January 2016 to 31st December 2016

If the User dies, this contract cannot be renewed. The annual renewal of the Berthing Contract is based on the full payment of the Total Contract Price in advance as specified in the following.

If the User does not pay the Total Contract Price before the 15<sup>th</sup> January 2016, they will not be granted an annual contract. Partial payment of the Total Contract Price is not possible, and attempted part payment will be refused by the Port Authority and precipitate the cancellation of the Contract. The non-payment or partial payment of the Total Contract Price will be taken by the Port Authority as an indication that the User wishes to break the contract. In the case of Non Payment or Partial Payment by the User, after 15 days (after 30<sup>th</sup> January) the Port Authority will have no further contractual obligations to the User or their boat. The User may cancel the Contract prematurely but no refund will be made for the contract period not used. Removal of the Boat because of Non Payment or Late Payment will activate Clause 6 of the this Contract. The Port Authority reserves the right to cancel the Contract at any time by communicating this by Registered Letter to the User not less than 60 days before the end of the Contract. The Contract is between the Port Authority and a Physical Person and cannot be transferred to a Third Party. Any attempt to do this will result in an immediate cancellation of this Contract

I AGREE AND SIGN TO THE ABOVE TERMS AND CONDITIONS

**THE USER**

**MARINA NAVENE S.R.L.**

Alessandro Miolato

**2. PAYMENT**

The User must pay in advance after signing this Contract the sum of Euros \_\_\_\_\_

In the absence of payment within the terms above indicated or, for some reason, should the payment not arrive, The Port Authority is authorised to refuse a Berth and the Contract is effectively cancelled.

The above indicated amount relates to the whole duration of the Contract (as outlined in Clause 1 above) and is not refundable either partially or totally in any event, including events outside the control of the Society. Any variation in the amount of the Annual Contract Price will be communicated to the User before the middle of December prior to the date of renewal of the Contract, at which point the User can decide whether to renew or cancel their contract.

**3. RELATED SERVICES**

By signing this contract, the User declares that they have been made aware by the Port Authority that the Society is in no way responsible for any damage, loss or theft to or from their Boat. The Boat remains wholly the responsibility of the User. The Society takes no responsibility for any act of theft, vandalism, loss, general damage, theft of items, money or valuables on land or on board the Boat in the general area of the Port. Also excluded as a responsibility of the Port Authority is any damage caused by errors in manoeuvring, by incorrect berthing, by the tension of mooring lines and the general system of berthing. The Port Authority is not responsible for any damage caused to the Boat by any other than their own employees. To be completely precise, the Port Authority is responsible only for damage which can be proved to have been caused by the breakage of the mooring equipment which the Port Authority supplies.

Further, the Society is in no way responsible for any event caused by *Force Majeure*, by extreme weather conditions or damage caused by other boats.

The User may use the Services according to the fixed rules of the Port and its relative tariff of charges, which the User here declares to understand and accept.

Of particular relevance to this Contract are the following services: berthing of a boat, one per calendar year and one car parking space free during the same period.

With regard to Free Car Parking Space, the User is entitled to use one space which is subject to availability and is not guaranteed.

With regard to the berthing of a boat, each berth is supplied by the Port Authority with Lazy Lines to secure the stern of the boat.

The mooring lines on the pontoon side are to be supplied by the User.

The Port Authority reserve the right to request a change of mooring lines and fenders if they consider those supplied by the User to be insufficient. They are also authorised to change mooring lines and fenders if the User doesn't change them, and the Port Authority will then charge the User for the new mooring lines and fenders.

#### **4. INSURANCE**

The User, by signing this Contract, confirms that the boat mentioned in this Contract is covered by insurance for 3<sup>rd</sup> Party indemnity, covering persons and property, for the whole period of the Contract, and is obliged to supply the Port Authority with a copy of their insurance cover before the arrival at the Port of their boat.

The User also confirms that the boat complies with all regulations and rules pertinent to navigation and with particular reference to safety and is obliged to maintain the safety equipment in good working condition during the period of the contract.

In cases of false declaration the present contract will be considered ipso iure (subject to the law) and cancelled and the Port Authority have the right to keep the annual quota without reimbursement to the User.

#### **5. VARIATIONS**

The Berthing allocated to the boat will be fixed and will not, if at all possible, be changed during the duration of the Contract. However, the Port Authority retains the right to change the Berthing, if necessary, for motives of accessibility or security.

The Port Authority can also, to guarantee good security in and working of the Port, allow movement or modification to the arrangement in the Port and the User is contracted to help the Port Authority to this end.

If the User substitutes their Boat for one of a larger dimension but that does not require a different Berthing, the present Contract will be cancelled and replaced by a new Contract having the same Expiry date. The User will then be obliged to pay the difference between the old contract price and the new one.

The Port Authority does not guarantee that a larger Berthing area will be available at any time and the User agrees to send a request to the Port Authority for larger Berthing area should the need arise.

#### **6. RIGHT OF RETENTION - RIGHT OF FORCED REMOVAL**

In the case of Bankruptcy of the User, MARINA NAVENE S.r.l. has the express right to Retention of the Boat as compensation for this and to act under the laws of the Civil Code for the sale of the Boat as forfeit.

If the User makes themselves unavailable or fails to remove the Boat after the cancellation of a Contract as described in article 2 above, the Port Authority is authorised to remove the Boat with the correct equipment.

The removal and subsequent storage of Boats moved in such a manner will be payable by the User.

If the User is unavailable or fails to remove the Boat after the cancellation of a Contract for a period of more than 3 months, the appropriate Police force will be informed who will proceed to put the Boat in the hands of the Public Authorities.

FOR THE EXPRESS PURPOSE OF ACCEPTING AND SIGNING FOR THE PRESENT CLAUSE

**THE USER**

\_\_\_\_\_

**MARINA NAVENE S.R.L.**

Alessandro Miolato

#### **7. PORT REGULATIONS**

For anything not specified in this contract, the User undertakes to follow the conditions set out in the Port Regulations and regarding their services, and declares that they know of these Regulations and accept them, which are attached to this contract.

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**8. CONTRACT TRANSFER**

The User may not transfer this Contract to any person or organisation for any reason, and trying to do so will risk immediate cancellation of the Contract.

If the User transfers their Boat to someone else, the new proprietor must make a request for the Berthing of the Boat. The Port Authority, at their discretion, may decide to assign a Berth to the new owner of the Boat.

**9. OTHER REASONS FOR THE CANCELLATION OF THE CONTRACT**

In the event of extreme violation of the Port Regulations, the Port Authority reserves the right to cancel a contract immediately, communicating this to the User by registered post within 15 days of the infringement which caused the cancellation.

**10. COMMUNICATION**

For Users who are resident in Italy, all notifications and communications will be considered legally valid when sent to the User's residency address or to the address notified in this Contract and when sent by Registered post. Verbal communications will not be considered legally valid.

For Users not resident in Italy, they must declare domicile here (art. 47 of the Civil Code) to the Malcesine Town Hall and this is where notifications and communications concerning this Contract will be made.

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

**THE USER**

\_\_\_\_\_

**MARINA NAVENE S.r.l.**

Alessandro Miolato

**PRESIDING LAW**

'11. Any disputes arising between Users and the Port Authority Marina Navene S.r.l. relative to this Contract shall be considered by the Verona Courts and at their discretion.

The User, under the norms of articles 1341-1342 of the Civil Code, declares to have accepted, freely and with understanding, the articles contained in this Contract under the headings: DURATION, PAYMENT, RELATED SERVICES, INSURANCE, VARIATIONS, RIGHT OF RETENTION - RIGHT OF FORCED REMOVAL , PORT REGULATIONS, CONTRACT TRANSFER, OTHER REASONS FOR THE CANCELLATION OF THE CONTRACT, COMMUNICATION

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

**THE USER**

\_\_\_\_\_

**MARINA NAVENE S.r.l.**

Alessandro Miolato