

The charterer agrees as follows:

1) Delivery:

The Owner agrees to provide the Equipment to the Charterer in proper working order and ready to assemble.

2) Insurance:

The Owner will keep the Equipment insured against fire, damage, marine collision, and third party liability including racing extension.

The Owner will not be held responsible for any injury suffered by the Charterer, or any member of their party, either the said party's person or property, during the term of the charter regardless of whether any such injury may occur on board the Equipment or elsewhere.

The Charterer agrees to ensure the equipment is at all times in the control of competent person experienced in handling such craft.

3) Non-Assignment:

The Charterer agrees not to assign this Agreement or sub-charter the Equipment without the consent of the Owner in writing.

4) Return and Indemnification:

The Charterer shall return the Equipment at the expiration of the charter term in as good a condition as when taken. The Charterer agrees to indemnify the Owner for the costs of any repairs or replacement equipment and related transportation or other expenses up to the amount of Insurance Excess.

5) Cancellation:

The Charterer agrees that if they must cancel the booking, all monies will be forfeited unless the Equipment is re-booked by another party for the original dates.

6) Inclusions:

a) Items of Equipment included in this agreement are:

- I. Hull
- II. Keel
- III. Rudder Blade/s
- IV. Mast & Boom
- V. Standard Rigging & Sheets
- VI. Transport to and from Middle Harbour Yacht Club

b) Items not included are:

- I. Suit of Sails
- II. Lifting or transportation equipment
- III. Spare Parts or Accessories

7) Arbitration:

If any dispute cannot be resolved by the Owner and Charterer within a maximum of 14 days after it has been raised, then the dispute may be referred by either party to the Australian Hansa Class Association for mediation in accordance with such timetable and such procedure as may be imposed by the AHCA.