

JACHTHAVEN BRESKENS B.V.
MARINA REGULATIONS

I. IN GENERAL

Article 1.

1. The Marina in Breskens is managed and exploited by Jachthaven Breskens B.V. (hereafter “lessor”). For the execution of this task, the board has the following authorities.

1. Establishing the rules and regulations regarding the lease or grant permission to make use of the Marina or parts of it in any other way;
2. Appointing those to whom the Marina or parts of it are being rented or granted permission to make use of the Marina or parts of it in any other way;
3. Determining the rates for the above mentioned, subject to approval by the shareholders.

2. These regulations are applicable to all agreements concerning rent and leasing of berths for vessels. A copy of these regulations are to be kept at all vessels present in the Marina of Breskens.

II. STIPULATIONS REGARDING RENT AND LEASING

Article 2.

The berths in the Marina can either be leased per season or per 24 hours.

Article 3.

The 24 hour lease is considered to last from 12.00 o'clock in the afternoon until the same time on the next day.

Article 4.

1. A summer season is considered to run from April 1st of any year to October 1st of that same year. The rented berths must be vacated by the 5th of October of the same year.
2. A winter season is considered to run from October 5th of any year to April 1st of it the following year. During that period, the berths must remain vacated.
3. The board will make a decision before every winter season about whether or not there is an opportunity to rent berths during the winter season, the so-called winterberths. This decision will be announced on the notice board of the Marina, against which no facility will be feasible.
4. Winterberth means that the possibility is offered to rent a berth during the winter season, of which the position will be decided by the harbour master.

Article 5.

1. All tenants are expected to apply for a berth in the summer season every year before the 1st of January, by submitting a form that was issued by the lessor. In case the tenant did not receive a registered letter of the board on the 31st of January of that year, with a notice that the tenant is not eligible for a berth, the rental agreement will be automatically established with the provisions in these regulations in full force and effect.
2. All tenants that want to make use of the berths in the winter season must notify their wishes before the 1st of September of each year. This provision only applies if and insofar as the board has given permission for the winterberths in that year. In that case, the provisions in article 4, paragraphs 3 and 4.
3. If a tenant registers for a permanent berth during the summer season, the rental price will be calculated according to the following fraction:

$$\frac{\text{Number of months that the season still lasts}}{6 \text{ months}}$$

Provided that the rate will not be less than 50% of the applicable rate for an all season berth.

4. In case the tenant submits a written request on time with the board, the latter can depart from article 6, paragraph 2 and decide that the tenant only has to pay for administration costs of €115,-, in the event of:
 - a) The tenant wants to keep his right to a berth in a season in which he does not rent a berth in the Marina
 - b) A tenant, due to important and unforeseeable circumstances - at the assessment of the managing board, only notifies that he can't make use of his rented berth after the 1st of February. In all other cases, article 6, paragraph 2 is applicable.

III. TERMS OF PAYMENT

Article 6

1. The total amount of lease, regardless of whether it concerns a berth during summer or winter season, is to be paid in advance in accordance with the provisions of paragraph 3.
2. The tenant continues to owe the rent, even when he doesn't make use of the berth.
3. The transfer of the rent must be made within 30 days after the invoice has been sent, without any deduction, discount or set-off, at the office of the harbour master or on the indicated account number.
4. In case the tenant does not pay the forwarded invoice on the due date, they will be deemed to be in default without any notice being required.
5. All collection costs, both judicial and extrajudicial, are at the expense of the negligent tenant.
6. The lessor is entitled to inspect the vessel of the negligent tenant until the latter has paid the rent with interest and costs, with the unabated right of the board to rescind the lease and evict the berth to demand payment of the amount owed, possibly combined with precautionary seizure of the vessel in question.
7. In that case, the Subdistrict Court in Terneuzen is authorized to acknowledge the claim.
8. Subject to the provisions of the preceding paragraphs, late payment can lead to not accepting the tenant for a berth for the coming year.

IV. SPECIAL RIGHTS AND OBLIGATIONS OF TENANT/LANDLORD

Article 7.

1. A rental agreement can be disbanded on request of the board by the aforementioned subdistrict court, if it appears that the tenant has not covered the liability with a properly concluded insurance, and/or if it appears that the tenant has not filled in the registration form rightfully or truthfully.
2. It must be apparent on the registration form that this insurance has been properly finalised.

Article 8.

In the event that the tenant has not evicted his berth on the aforementioned dates in article 4, except in case the tenant leases a winter berth, the eviction will be carried out without advanced notice and on the costs and at the risks of the tenant.

Article 9.

1. The tenant is bound by the provisions of these Marina regulations as well as the directions by or on behalf of the lessor and the harbour master. When failing these terms, article 7, paragraph 1 applies.
2. The lessor is obliged to properly supervise the appropriate course of affairs in the Marina, in the buildings, on the associated sites and on the vessels.
3. If due to the tenants' actions or negligence there is a risk of damage or endangerment of the safety in the Marina, the lessor is entitled - in urgent cases without warning and in all other cases if the tenant does not comply with the lessors warning within a reasonable period - to make the necessary provisions at the expense of the tenant.
4. The lessor has the right, if circumstances make this necessary in its opinion and as much as possible in consultation, to dismantle and reinstall detachable parts of the tenants vessel at the expense of the tenant.
5. On or in the Marina and the associated sites or buildings, activities that do not concern daily maintenance may only be carried out by the tenant with the permission of the lessor. The lessor must allow third parties to carry out work on site after notification by the tenant insofar as the following is concerned:
 - a) warranty and service by the supplier;
 - b) repairs and maintenance on special equipment, such as engines and electronic equipment.

For all other activities by third parties, permission from the lessor is needed. The tenant has to ensure that pollution of the Marina cannot happen in any way and under no circumstances.

6. Subletting or loaning the rented berth is not permitted.

Article 10.

Collection tanks have been placed at the front of the club building for environmentally harmful waste products, such as oil and chemicals. It is strictly forbidden to deposit or discharge these products in other places than in the appropriate collection tanks. The chemical toilets must also be emptied at the front of the club building, in the designated disposal site.

Article 11.

In order to prevent vessels washing away, tenants must provide the following facilities when mooring the vessels:

1. Sufficient strong mooring lines, made with flexible, proper material;

2. Pads of sufficient size and number – a minimum of 4 pieces – to prevent damage to other vessels.

Article 12.

Both on arrival and on departure, the captain of the vessel must report to the harbour masters. When one leaves his seasonal berth for a period of 24 hours or longer, the harbour master is entitled to temporarily assign the vacant place to other vessels, without generating the right to a refund of part of the mooring fee.

V. LIABILITY

Article 13.

1. The lessor does not accept any liability for damage to, loss of or theft of any possessions, nor for injury to persons or animals, in any way whatsoever, caused on or in the port and / or associated buildings and grounds, unless this damage is a consequence of gross negligence or intent on the part of the lessor or his staff.
2. The tenant is liable for any damage, of whatever nature, caused by the actions or negligence of himself, his family members, staff members, guests or animals.

VI. PROVISIONS RELATING TO THE USE OF THE MARINA, GROUNDS AND BUILDINGS

Article 14.

Everyone who is on, around or in the marina must adhere to these Marina regulations and must follow the directions of the harbour masters or their deputy.

Article 15.

1. Everyone in the Marina is expected to not disturb the peace and order in the marina and to not offend others by conduct and clothing.
2. Anyone who guides a dog within the grounds of the marina, on the pontoons or jetties, or on the road and in the vicinity of the common building, is obliged to immediately remove the excrement left behind by this dog in the said places. He/she must also have such a facility with him that immediate removal is possible without any problems, respectively that the excrements can be taken away immediately.
3. It is also prohibited to let dogs loose or tie them to the jetties or otherwise allow them to stay on the grounds of the marina without direct supervision.

Article 16.

It is not permitted to:

1. Use installations, materials or inventory of the marina in a different way than for which they are intended;
2. Use the trolleys made available by the marina outside of the marina grounds;
3. Place sails, dinghies or other goods of any kind on the jetties;
4. Dispose of dirt, oil, contents of chemical toilets elsewhere than in the appropriate containers;
5. Pollute the port with dirt, waste, oil, bilge water and other substances of any kind;
6. That dogs, cats and/or other animals are inside the common building;
7. Run the engines for uses other than for the propulsion of the vessel;
8. Run generating sets between 6:00 pm and 8:00 am;

9. Use radio, TV and / or other sound-producing devices in such a way that they can be heard outside of the vessel;
10. Occupy another berth than the one designated by the harbour master;
11. Use drinking water for rinsing or spraying a vessel;
12. Attach bumpers of any material or other objects to the pontoons;
13. Sail fast enough to create annoying waves in the water for others;
14. Use the connection points for electricity without notifying the harbour master.

Article 17.

With regard to the provisions of Articles 15 and 16, the Harbour Master is entitled, if the aforementioned prohibitions are violated repeatedly, to forbid persons and/or vessels from being present in the port and/or to charge the costs resulting from violations or incorrect use. Violation of article 15, paragraph 2 can be punished with a fine of € 50, -.

VII. DISPUTES

Article 18.

If a person feels that his interests are adversely affected by a decision of the managing board or a person appointed by him, he may, subject to the case under Article 4, paragraph 3, lodge an objection within one month after this decision has been notified to him at the meeting of shareholders.

VIII. SPORTS FISHING PORT

Article 19.

In case the marina is referred to with the term "Sportvissershaven", the following is meant: the jetties with attachments, the water surface in use, the entry staircase with attachments, as well as the toilet building at the former Veerplein in Breskens.

Article 20.

1. The sport fishing harbour may only be used by sport fishing boats, including the boats specially equipped for that purpose, so that they can never be counted as yachts that have fishing gear aboard;
2. Disputes about whether or not vessels fall under the category of sport fishing boats, are decided by the board;
3. The association of anglers established in Breskens called "De Honte" is liable for compliance with the provisions in these Marina regulations. In the event of violation by this association, a fine will be forfeited on behalf of Jachthaven Breskens B.V. equal to twice the rate for the mooring fee for yachts per 24-hour period;
4. Said association is liable for compliance with the Marina Regulations and takes over the duties of the harbour master with regard to the sport fishing harbour. However this does not mean that the harbour master may not perform his duties and powers assigned by these regulations in the "Sportvissershaven";
5. The annual mooring fees for sport fishing boats are calculated over the entire water surface in use in the sport fishing harbour, regardless of actual use and are to be paid by the aforementioned association "De Honte", in two equal instalments, due in February and June of each year;

6. Insofar as article 20 does not deviate from the other provisions of these marina regulations, the aforementioned provisions remain in full force and value, with the note that for application of article 5, the association “De Honte” acts for the users of the sport fishing harbour.

Article 21.

In all cases not covered by these marina regulations, the managing board decides.

Breskens, December of 2006