

Once the process of renting is completed, Marina Nou Fontana shall send an email to the mooring owner summarizing the operation details.

“... the Concessionary shall discount twenty (20) per cent in management expenses from the amount of the received rate by applying the remaining eighty (80) per cent to liquidation...” “... the resultant balance shall be given to the owner when requested.”

Marina Nou Fontana shall carry out the liquidation with the mooring owners on the second semester of the calendar year. An email shall be sent detailing such liquidation and requesting the invoice corresponding to the resultant amount for the annual rentals. In the case that the mooring owner cannot create this invoice, Marina Nou Fontana may submit an auto-invoice. For such purpose, the mooring owner must grant previous authorization to carry this out and, subsequently, approve it.

With the relevant invoice, Marina Nou Fontana will carry out a transfer to the mooring owner's account. Such person shall be required to carry out the settlement of VAT.

TEMPORARY USE OF MOORINGS BY THIRD PARTIES

The mooring owners also have the possibility of authorizing its use to third parties. This right is regulated by the Port Operating Rules:

“Article 48.- Additional laws for mooring owners

1. Mooring owners with rights of preferential use may, additionally, authorize third parties for the temporary use of their mooring and inherent services, once previously communicated and authorized by the Management of the Port, under the form, terms and

conditions that they determine, providing that nature, shipping fees and conditions of the authorized craft allow.

2. Previous authorization may be refused, in cases of delinquency or when the authorized vessel, its owner, captain or any member of crew contravene the provisions of this Regulation.

3. The mooring owner shall be jointly liable for non-payments and damages that may result from the vessel authorized to use their mooring.

4. The Management may withdraw any vessel occupying an assigned mooring which is not up to date with due payments, whether or not it is the property of the mooring owner.”

Developing point 1 of the article, the form, terms and conditions of temporary uses of moorings carried out by third parties, are the following:

1. Marina Nou Fontana shall be informed at least 5 days before the entry of the authorized vessels and indicating the period through a Request of Authorization to third parties of Mooring Use (attached as Appendix 4). In addition, the following documentation must be provided:

- A. Entry sheet of the vessel
- B. Navigation certificate of the vessel
- C. Valid insurance of the vessel
- D. Identification document of the vessel owner

2. In case that Marina Nou Fontana authorizes the mooring use for third parties, such entity shall communicate this to the mooring owner and shall charge the said owner twenty (20) per cent of the resultant amount of applying the rates in force at that moment to the total period of mooring assignment for management expense purposes.



MOORING RENTAL FROM OWNERS WITH PREFERENTIAL USE



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WITH THIS DOCUMENT, MARINA NOU FONTANA WANTS TO EXPLAIN TO ALL MOORING OWNERS WITH PREFERENTIAL USE THE POSSIBILITY THAT THEY HAVE OF RENTING THEIR MOORING IN PERIODS THAT THEY MAY DETERMINE TO OBTAIN AN EXTRA INCOME, WHICH MINIMIZES THE INVESTMENT CARRIED OUT ON THEIR MOORING.

AS ESTABLISHED BY THE PORT OPERATING RULES, IT IS POSSIBLE TO RENT THE MOORING THROUGH MARINA NOU FONTANA'S MANAGEMENT:

“ARTICLE 50.- EXCLUSIVE MANAGEMENT OF RENTAL

1. . The management of all mooring rentals in the Port is the sole competence of the Concessionary, both for those of preferential use and those on a rental or temporary basis This implies that no mooring owner holding the right of preferential use may directly rent the mooring, but such person shall entrust the management of said rent to the Concessionary.”

To correctly organize the rent of moorings by owners holding the right of preferential use, Marina Nou Fontana has created a Mooring Rental Service.

BELOW, WE WILL DETAIL THE STEPS TO FOLLOW IN ORDER TO INCLUDE A MOORING IN THE RENTAL SERVICE AND ITS RUNNING. THIS PROCEDURE IS BASED ON ARTICLE 51.- MANAGEMENT OF TRANSFERRED MOORING RENTAL ACCORDING TO THE PORT OPERATING RULES:

1. RENTAL OPTIONS

“The management options of transferred mooring rental shall be the following:

- a) Total management: when the Concessionary is the responsible for looking for and finding the mooring renter.
- b) Partial management: when the mooring owner is the responsible for looking for and finding the mooring renter.”

2. TOTAL MANAGEMENT OF THE RENT

Concerning Total management, the mooring owner shall send Marina Nou Fontana by email and post, a Registration Form for the Mooring Rental Service (it is attached at the end as Appendix 1) indicating the availability of dates for mooring rental and authorizing Marina Nou Fontana to carry out the relevant negotiations.

“The option of total management does not suppose any commitment relating to the occupation of the mooring for a concrete period on the part of the Concessionary, which shall only be carried out when such party has made valid requests for it. Thus, even after having chosen the option of total management, the mooring owner shall continue to be entitled to look for and find the mooring renter, while such action has not been carried out by the Concessionary.”

3. ONLINE RESERVATIONS SYSTEM

All the moorings that are included in the Rental Service shall be marketed through Marina Nou Fontana's online reservations system <http://reservas.marinanoufontana.com> and at the Customer Service Office.

The online reservations system requests the rental period from the interested party, as well as the length and beam of the ship. With this information, the system selects the smallest mooring available, which is adapted to the ship's dimensions. The website offers the corresponding rate

according to those that are approved by the Office and the rates that are applicable at every moment by Marina Nou Fontana for their mooring rental. (Rates are attached in the Registration Form for the Mooring Rental Service).

4. SELECTION OF MOORING, PAYMENT AND SIGNING OF CONTRACT

If the interested party accepts the mooring reservation, there are two possibilities:

- That the online reservations system finds one sole mooring for the whole period of rental: in this case, the system offers a plan of the port with the available moorings and the interested party shall be the only one who selects the mooring.

- That the online reservations system does NOT find one sole mooring for the whole period of rental, but DOES for two or more moorings: in this case, the interested party does not reserve a specific mooring but they reserve a mooring of a particular dimension. Marina Nou Fontana shall be responsible for contacting the interested party after the reservation is carried out, and will offer the mooring options that are available in every period, so that the client can choose for themselves.

Once the reservation is accepted, the interested party shall pay the entire amount of the rental and shall accept the conditions of the Rental Contract (Attached as Appendix 2).

5. RENT CONFIRMATION TO THE MOORING OWNER

Once the process of rental is completed, Marina Nou Fontana shall send an email to the mooring owner summarizing the operation details.

6. MANAGEMENT OF PAYMENT

“... the Concessionary shall discount thirty (30) per cent in management expenses from the amount of the received

rate leaving the remaining seventy (70) per cent to liquidation...” “... the resultant balance shall be given to the owner when requested.”

Marina Nou Fontana shall carry out the liquidation with the mooring owners in the second semester of the calendar year. An email shall be sent detailing such liquidation and requesting the invoice corresponding to the resultant amount for the annual rentals. In the case that the mooring owner shall request it, Marina Nou Fontana may submit an auto-invoice. For such purpose, the mooring owner shall be entitled to grant previous authorization to carry it out and, subsequently, approve it. With the relevant invoice, Marina Nou Fontana shall carry out a transfer to the mooring owner's account. Such person shall be required to perform the settlement of VAT.

7. WITHDRAWAL OF MOORING FROM THE RENTAL SERVICE AND MODIFICATION OF AVAILABILITY

To withdraw the mooring from the Rental Service, the mooring owner shall send, by email and by post, a Withdrawal Form (attached as Appendix 3).

In the case that the owner wants to modify the available dates for mooring rental, they must send again the Registration Form for the Mooring Rental Service.

8. PARTIAL MANAGEMENT OF RENTAL

In case that a mooring owner chooses Partial management and this party is the only one responsible for looking for and finding a mooring renter, such person must communicate this to Marina Nou Fontana by providing the information of the interested party. Marina Nou Fontana shall be responsible for carrying out the contract and managing its signing and payment. The rate of rent shall be in force for moorings that are available in the Rental Service.