



It is hereby confirmed that .....(name of Owner/Owning Company).... (the Owner), Owner of the aforementioned yacht, with ..... (name of central agent)..... as Central Agent (the Central Agent) for the charter of the Vessel, are agree to incorporates the minimum points as set out in the Minimum Requirements requested by YACHTSIDE Charter and attached hereto, with STANDARD OPERATING PROCEDURES and THE CAPTAIN'S DUTIES.

Under this Certificate of Appointment, the Owner agrees to permit the Central Agent to list the Vessel on WWW.YACHTSIDECHARTER.COM only by her Central Agent.

1. The Central Agent shall arrange to list the yacht on the yacht charter booking website-app shown in Box (I).
2. The Owner has appointed the Central Agent as its central agent for chartering the Yacht, commencing on the Start Date. The terms of the Central Agency are contained in a Central Agency Agreement between the Owner and the Central Agent. ( Independant of YACHTSIDE Charter )
3. The Owner and the Central Agent confirm that the terms of the Central Agency Agreement between the Owner and the Central Agent comply with the Standard Operating Procedures set out below.
4. The Owner confirms that it shall, and shall procure that its Captain and crew shall, operate the Yacht at all times in conformity with the Standard Operating Procedures set out below.
5. The terms of charters arranged by the Central Agent and the Licensor shall be as set out on the Licensor's website-app and which may be updated as necessary. The Owner agrees to perform each charter arranged by the Licensor, depending on the availability of the yacht, updated by the Central Agent on the Licensor's web-app.
6. The Licensor shall pay the charter fee less agreed commission to the Owner or to the Central Agent in accordance with the terms of the Charter Agreement. The commission to YACHTSIDE Charter is : ..... % included in the the charter fees without VAT.
7. The Owner certifies that he/she is the registered owner of the Yacht.
8. The Owner and the Central Agent must immediately notify the Licensor of any changes in the details of the Yacht or the Owner as set out in this Certificate and update it in the dashboard of WWW.YACHTSIDECHARTER.COM, they must update all booking made by him, or block all dates-off or dates used by the owner. ( All dates not availabel for charter in YACHTSIDE Charter must be updated ) Without update booking in day to day by the Central Agent in the dashboard of WWW.YACHTSIDECHARTER.COM the yacht will be downgraded to the last position in the

YACHTSIDECHARTER.COM search engine, and if a reservation can not be honored by the owner and the central agent, (because the schedule has not been updated) A penalty of 150 Euros will be charged or deducted from your next reservations, after 2 time your yacht'll be offline in YACHTSIDECHARTER.COM

9. The Owner and the Central Agent must inform the Licensor of the name and ID no. of the Captain(s) and any crew who are authorized by the Owner to act as master of the Yacht and to update such information immediately that changes occur, before the charter. (The captain will have access to the YACHTSIDE Charter dashboard for updates, unless otherwise requested by the Leowner and Central Agent.)
10. The Owner consents to its details being provided to such parties as may be required for the purposes of chartering Yacht. (for MYBA Charter Agreement)
11. The appointment of the Licensor shall continue until the first of the following to occur:
  - a) 30 days after notice of termination is given by the Owner or Central Agent to the Licensor or by the Licensor to the Owner or Central Agent;
  - b) Loss of the Yacht;
  - c) Immediately upon:
    - (i) The Licensor giving notice to the Owner and Central Agent, if in the opinion of the Licensor continuing the agency would or may be prejudicial to the reputation of its business or safety of charterers; or
    - (ii) If, in the opinion of the Licensor, the Owner or Captain fails to comply with the Standard Operating Procedures; or
    - (iii) The Central Agent notifying the Licensor that the Owner has terminated the Central Agency Agreement.
12. The Owner grants authority and power of attorney to the Central Agent to sign Charter Agreements and related documents as agent for the Owner by docu sign sytem digital agreement.

13. The rights and obligations contained in this document, and any non-contractual obligations arising in any way connected to it or between the parties shall be governed by Singapore.
14. If any dispute arises out of or in connection with this agreement or its formation, directors or other senior representatives of the parties with authority to settle the dispute will, within 14 days of a written request from one party to the other, meet in a good faith effort to resolve the dispute.

If the dispute is not wholly resolved at that meeting,  
the parties will attempt to settle it by mediation.

15. If the dispute is not settled by mediation within 7 days of commencement of the mediation or within such further period as the parties may agree in writing, the dispute shall be referred to and finally resolved by arbitration before a sole arbitrator, being a practicing solicitor.

Agreed and signed by the Owner, the Central Agent and Licensor

Signed: .....

Name:  
Position in company: .....  
Date of signature: .....

**For and on behalf of the Owner**

Signed: .....

Name: .....  
Position in company: .....  
Date of signature: .....

**For and on behalf of the Central Agent**

(Please use company stamp, if available)

Signed: .....

Name: YACHTSIDE ASIA PTT LTD - ANTHONY BRISACQ  
Position in company: CHIEF EXECUTIVE  
OFFICER Date of signature:

**For and on behalf of the Licensor**

# STANDARD OPERATING PROCEDURES

These SOPs will be updated by the Central Agent as necessary to ensure that charter guests receive the best possible service. Updated SOPs will be circulated to Captains and Owners.

## THE OWNER'S DUTIES

1. The Central Agency Agreement between the Owner and the Owner's Central Agent shall contain the following minimum terms:

a) **Insurance** The Owner must ensure that the Yacht is insured at all times with a reputable insurer on terms that a reasonable owner of a yacht similar to the Yacht would deem prudent, including cover for chartering. The Owner must ensure that the underwriters are aware that the Vessel is being chartered and have endorsed the policy accordingly. The Central Agent must have a copy of the current insurance schedule and policy and shall make this available to the Licensor or the Charterer on request.

b) **Condition of the Yacht** The Owner must ensure that the Yacht complies with all applicable safety standards and regulations pertaining to the Yacht's flag State and any State in whose waters the Yacht enters. The Owner must also ensure that the Yacht is maintained and equipped to a high level suitable for chartering a yacht of the Yacht's size and the general quality of yachts offered for hire by the Licensor. Any technical issue will be resolved as quickly as possible with minimum disruption to the charterer, but while always maintaining the technical integrity and safety of the Yacht, crew and passengers.

c) **Water sports equipment** The Owner agrees that the Captain shall be responsible to the Owner for the safe

use of any water sports equipment from the Yacht and to ensure that the Captain:

- a) is aware of limitations imposed by the yachts insurances as to the use of water sports equipment;
- b) ensures that anyone using water sports equipment is properly briefed, is asked to declare any incapacity and only uses such equipment within design parameters;
- c) does not permit use of such equipment unless the user has signed the Water Equipment Indemnification Form;
- d) checks and maintains water sports equipment and related safety equipment to ensure it is not used unless in full working order; and
- e) reports any incidents, injuries or concerns to the Owner and the Central Agent as soon as possible, and no later than the end of the day of the incident.

d) **Crew** The Owner must ensure that the Yacht manned by competent crew, sufficient for the Yacht, who are qualified and employed (and paid applicable social security payments) in accordance with the requirements of the Yacht's flag State and any State in whose waters the Yacht enters. All the crew shall speak English and the language of the country of charter operations.

e) **VAT number** The Owner shall have, maintain and inform the Licensor and Central Agent of its sales tax / VAT number as required in (a) the country where the Owner is based and (b) the country(ies) of charter operation.

f) **Master Calendar** The accuracy of the calendar as to availability of the Yacht is essential to the efficient operation of the Yacht's chartering. The calendar will be available online for the Owner and Captain to edit and review via the Owner's dashboard on Licensor's website and the Central Agent will supply information on request by phone or email. Owner's use of the Yacht is subject to charter bookings( All dates not available for charter in YACHTSIDE Charter must be updated ) Without update booking in day to day by the Central Agent in the dashboard of WWW.YACHTSIDECHARTER.COM the yacht will be downgraded to the last position in the YACHTSIDECHARTER.COM search engine, and if a reservation can not be honored by the owner and the central agent, (because the schedule has not been updated) A penalty of 150 Euros will be charged or deducted from your next reservations, after 2 time your yacht'll be offline in YACHTSIDECHARTER.COM

g) **Charter fees** The Licensor shall pay the charter fee less agreed commission to the Owner or to the Central Agent in accordance with the terms of the Charter Agreement. The commission to YACHTSIDE Charter is : ..... % included in the the charter fees without VAT.

h) **For APA in one-day charters (not all inclusive)**, The APA is paid directly by the CHARTERER to the central agent.

i) **For APA in multi-day and overnight charters** The APA is paid by the CHARTERER to YACHTSIDE Charter in accordance with the charter agreement MYBA, and YACHTSIDE Charter transfer 100% of the APA to the central agent before the departure of the Yacht.

# THE CAPTAIN'S DUTIES

1. **The Captain is responsible for the efficient operation and presentation of the Yacht** and crew.

2. **The Captain shall ensure that:**

- a) The crew are always professional, cheerful, available and attentive to customers.
- b) The crew engage with customers in a professional manner which balances putting the customer first with safety of the Yacht.

3. **For each charter, the Captain shall ensure:**

- a) The Captain, crew and Yacht must be ready to embark customers at the port of embarkation at least 30 minutes before the start of the charter. The Yacht must have sufficient fuel for the day's charter.
- b) If the Captain anticipates being late for any reason, s/he must inform Licensor.
- c) **Before embarking and disembarking charter guests:**
  - A broker of the rental agency does embarkations and landings charter.
  - It is the broker of the agency that reports to the captain that he got the location to the marina for boarding.
  - The Yacht shall be presented as follows:
    - All interior lights switched on.
    - All cabin and lounge doors open.
    - All TVs must be turned on
    - Appropriate music playing. Flowers.
    - A snack should be set up on the aft deck, including soft drinks and a fruit basket.
    - Bath towels and a basket with sunscreen should be available at all sunbathing areas.
    -
- d) The attending broker shall check the above arrangements and the Captain shall ensure that any other arrangements requested are made as quickly as possible.

e) **When charter guests arrive:**

- All crew members are to be on deck.
- A basket is available on the dock for the guests' shoes
- A crew member accompanies the broker to meet the guests and collect luggage.
- The broker shall introduce the Captain and crew.
- The broker shall accompany the Captain on his tour of the Yacht and giving the safety briefing.

4. Two hours before the end of the charter, the Captain shall inform the broker of the provisions used, extras ordered by the charter guests and estimated fuel consumption.

5. At least 1 h 30m before returning for disembarkation, the Captain must advise the broker of the scheduled time of return to port so the broker can arrange the driver and transport for charter guests.

6. The broker shall meet the Yacht on arrival at the disembarkation point.

7. **For one-day charters with APA (not all inclusive)**, the broker will explain to the charterer that the final APA will be calculated at the end of the day by the captain. The Captain will present directly to the charterer any charge/refund made, as appropriate by the broker central agent.

8. **For multi-day and overnight charters with APA**, the Captain will prepare the APA, check it with the Central Agent and present the invoice to the client. The Agent Central will arrange for the payment charge or refund to be made, as appropriate.

9. When disembarking charter guests, all the crew shall be on deck, with the shoe basket available on the dockside. The Captain shall thank the charter guests for coming on board and wish them a good day.

**SIGNED BY THE CAPTAIN:**

**Name:**

**Date of signature**

**SIGNED BY THE OWNER:**

**Name:**

**Date of signature:**