

## DOCKAGE AND RELATED SERVICES CONTRACT FOR NATIONAL AND FOREIGN VISITORS

**PROVIDER: CARTAGENA FISHING CLUB  
(CLUB DE PESCA DE CARTAGENA.)**

**User:**

Between **Club de Pesca de Cartagena (the Cartagena Fishing Club)**, a non-profit entity registered in the Cartagena Chamber of Commerce, city in which it is domiciled, under number 421 of the respective book with TIN. 890.400.482-2, legally represented by Mr. AMAUARY COVO SEGRERA, male, of legal age, resident in this city, identified with citizenship identity card number 73.070.481, hereafter referred to as the Provider, or The Club, as being one party. The other party being M(r)(s) \_\_\_\_\_, of legal age, resident of a) \_\_\_\_\_, identified (a) with citizenship identity card number. \_\_\_\_\_, passport \_\_\_\_\_, No. \_\_\_\_\_, who for the purposes of this contract shall be referred to as the User. The parties have convened to enter into the present Contract for the Provision of Dockage and Related Services for National and Foreign visitors of the Cartagena Fishing Club. This is governed by the clauses herein indicated, subject to the following:

### CONSIDERATIONS:

**FIRST:** The Fishing Club, or “The Club” is a non-profit entity domiciled in the city of Cartagena, Capital of the Department of Bolívar, with legal identity No. 22 of March 26, 1943, whose corporate objective, amongst others, is “...to promote fishing and sports sailing and related activities...”.

**SECOND:** For the fulfillment of the corporate objective, the Club provides different services. Among these are dockage and services related to visitors’ sporting vessels, in accordance with that included in Article 32 of the Club’s Internal Regulations. Based on the prior considerations, this contract is governed by the following

### CLAUSES:

**FIRST: OBJECTIVE** In virtue of the present contract, the Club shall provide to the User one (1) space to dock the sporting vessel, called “ \_\_\_\_\_ ”, with registration number \_\_\_\_\_ at the dock assigned to them

by the Club's port captain, in accordance with that declared in Article 31 of the Club's internal regulations.

**PARAGRAPH:** Only one (1) vessel is permitted to dock in the assigned space.

**SECOND. LOCATION OF THE ASSIGNED SPACE.** The space or dock assigned to the vehicle is number \_\_\_\_\_ which is located inside the Club's facilities, in the neighborhood of Manga, Fuerte San Sebastián del Pastelillo, of this city. According to the Club's judgement and in accordance with its needs, the vessel's docking place can be changed at any moment without prior notice, obligating the User to attend and comply with that indicated to them by the club.

**THIRD. DURATION:** The duration period of this contract is twelve (12) months, counted from the date of this contract. For the purposes of its renovation, the Club shall inform the User three months in advance prior to its expiration. If the Club does not advise in advance, the contract shall then finalize after the twelve (12) months indicated herein.

**PARAGRAPH:** Based on the Club's needs, justified by its Board of Directors, the contract can be finalized at any moment and the User cannot oppose or demand compensation or remuneration.

**FOURTH. PAYMENTS FROM THE USER TO THE CLUB FOR THE SERVICE PROVIDED.** The User, for the service they receive, shall pay the Club monthly the sum of \_\_\_\_\_, which shall be determined by the length of the vessel. The payment shall be obligatory for the whole time in which the vessel remains in the Club's facilities in any capacity.

The length shall be determined in accordance with the meters indicated in the vessel's registration certificate, issued by the competent authority. This certificate shall be an integral part of this contract. The meters of length shall be converted into feet, multiplying the number of meters by the conversion rate of 3.28.

The number of feet of the vessel shall be multiplied by the fee per feet established for the renting of the dock and reimbursement of public services, tariffs set by the Club's Financial Committee or Board of Directors by means of resolutions that shall also form an integral part of this contract.

In view of the above and to initiate the validity of this contract and bearing in mind that vessel

\_\_\_\_\_ is \_\_\_\_\_ feet in length, the value of the monthly payments shall be the sum of (\$ \_\_\_\_\_) as follows:

**1** – Payment for dockage: \_\_\_\_\_ Colombian Pesos

**2** – Reimbursement of public services: \_\_\_\_\_

Colombian Pesos (\$ \_\_\_\_\_).

The User is obligated to make the payments each month in advance within the first five (5) days of each month.

Payments shall be made in the offices of the Treasury of the Fishing Club of Cartagena.

PARAGRAPH: Every year, payment rates to the club shall increase as determined by the Club's Board of Directors.

## **FIFTH. OBLIGATIONS OF THE PARTIES.**

### **A) OF THE CLUB**

Provide to the User one (1) space or dock for a small vessel, equipped with electricity and drinking water services.

To allow the use of the Club's facilities exclusively for sports activities.

To permit the entrance of the shipowner, administrator, helmsman, assistant and independent contractors to carry out work on the vessel provided it is approved in writing by the Club's Management and the User is not in default with the Club's Treasury.

Provide identification cards to helmsmen and assistants previously authorized in writing by the Club's Management and by the owner or administrator of the vessel.

**OF THE USER:**

Dock only one (1) vessel within the space assigned by the Club.

Comply with all the obligations and prohibitions included in the Internal Regulations of the Cartagena Fishing Club, which shall form of integral part of this contract.

Ensure the care, maintenance and security of the vessel and accessories that form part of it.

Comply with all the obligations regulated by DIMAR, the maritime authority in Colombia.

Send the Provider the certificates of annual inspections carried out on the vessel and a copy of the certificate of registration when any change is made to it.

**6). Make payments on-time to the Provider.**

SIXTH. USER RESPONSIBILITY. The User shall be completely responsible for the care, maintenance and conservation of the vessel that is docked in the assigned space, for the elements that conform it and for compliance with all demands and regulations that regulate maritime activity in the country.

**SEVENTH. EXONERATION OF LIABILITY FOR THE CLUB.** The parties agree and the User accepts that the Club shall not be liable for any damage that occurs to the objects kept in the locker assigned to the vessel, nor to the vessel, nor due to theft or looting, nor maritime accidents in boarding, fire, damages, etc. as the User commits to hiring a captain or helmsman who will be under his subordination and responsibility and who shall be in charge of the care and conservation of the vessel.

**EIGHTH. CAUSES FOR EARLY TERMINATION.** The following shall be causes for early terminated of this contract: 1-By the unilateral will of both parties; 2-For failure to comply with any obligation and/or for ignoring any prohibition included in the Club's Internal Regulation; 3-For incorrect use on behalf of the User of public services that the Provider delivers. 4-For delay of more than thirty (30) days in the payment owed as indicated by the Provider and the failure to pay public services. In the case of default payment for any of these concepts, the Provider shall be able to request the return of the space occupied by the User or suspend all services to the User; 5- Due to liquidation of the Cartagena Fishing

Club company or the termination of the license of the Fuerte San Sebastián del Pastelillo, 6- For fortuitous events or force majeure when due to political, economic or social circumstances of the country, classified as such by the Board of Directors of the Cartagena Fishing Club, the continuation of the present contract is impossible. 7- It is an essential element of this contract that the Provider can consider it finalized at any moment, without prior notice nor request, granting the User a reasonable period to remove their vessel from the assigned space. 8- In the case of finalization of the present contract due to the User's failure to comply with the Club's Internal Regulations, they shall be sanctioned by the retention of two months of payments in addition to the month in progress. In the event that the User has made monthly payments in advance, the Club will return the remaining monetary amount. 9- If the User finalizes the contract before its expiry, they shall pay to the Club the time remaining on the contract to expire.

**NINTH.** The parties agree that the present contract has executive merit and serves as a writ of execution in favor of the Club without the need for judicial or extrajudicial authorities to intervene, to which the User expressly waives their right. The Provider shall determine the sum of money that the User has to pay in accordance with the present contract.

**TENTH. RIGHT OF RETENTION.** The Cartagena Fishing Club shall be able to exercise the right of retention over embarkation.

**ELEVENTH.** If the actions of the User implies that they have abandoned their vessel due to it being at the assigned dock for over one hundred and twenty (120) days and the User is in default for monthly payments and related services during that same term, this authorizes the Provider to solicit the declaration of abandonment and sell the vessel with all of its accessories for the value of the examination that shall be carried out by valuers affiliated with the Captaincy of the Port of the city of Cartagena.

**TWELFTH. CRIMINAL CLAUSE.** The party that breaches this contract shall pay, as a punishment or fine, the equivalent of 10% of one year of payments to the party in compliance. The party in compliance can continue to demand fulfillment of the contract to the other party, notwithstanding the criminal clause.

**THIRTEENTH: PROHIBITION OF TRANSFER.** The User cannot transfer the present contract without the prior written authorization from the Provider.

**FOURTEENTH.** The User declares that they know and accept the Internal Statutes and Regulations of the Fishing Club of Cartagena, which shall form part of the present contract.

**DOMICILE.** For the purposes of this contract, the domicile shall be considered the city of Cartagena de Indias. However, the parties can be notified at the following addresses.

Provider: Manga, fuerte San Sebastián del Pastelillo. Cartagena.

User: \_\_\_\_\_

Date of the present contract: .

For testimony, in Cartagena de Indias, are signed, in two copies and to one effect, for each of the parties, on the \_\_\_\_\_ ( \_\_\_\_ ) of the month of \_\_\_\_\_ of the year two thousand \_\_\_\_\_ (201\_\_).

**THE CLUB**

\_\_\_\_\_

**THE USER**

\_\_\_\_\_

**Admin:** (+57 5) 660 5578 / 660 5579

**Muelle:** (+57 5) 660 6615

**Móvil :** (+57 5) 310 601 7349

★ **Dir.:** Manga, Fuerte San Sebastián del Pastelillo, Calle 2a #16-18  
Cartagena de Indias, Colombia.

[www.clubdepescadecartagena.com](http://www.clubdepescadecartagena.com)