

**NOTIFICATION TO MP PORT DE ROSES, SA OF THE TEMPORARY TRANSFER TO THIRD PARTIES OF THE RIGHT TO USE A MOORING.**

Mr/Ms (1) ..... holder of the right to use a mooring of dimensions ..... x ..... metres in the port of Roses, identified as mooring number ..... in compliance with the provisions of the seventh clause of the assignment contract, hereby notifies MP PORT DE ROSES, SA of the temporary assignment of the right to use said mooring in favour of:

Name and Surname (2): .....

DNI/NIE/Passport: ..... Contact telephone numbers: .....

E-mail address: .....

Name of vessel (3): ..... Registration: .....

documentation attached: copy of the role and the insurance certificate in force.

The period of assignment will be from ..... to .....

(Art. 27.1 of the Management and Exploitation Regulations of the Roses Marina).

**PRICE OF THE ASSIGNMENT (4)**

The price of the cession is the result of applying, as a minimum, the rates approved for the public tariffed use.

This cession is made free of charge, without any of the parties receiving or freeing any economic consideration.

**Signature of the Assignor**

The beneficiary of the transfer, (2) declares that he/she is aware of and accepts the conditions of use set out in the Regulations for the Management and Operation of the marina of Rosas, and accepts the costs of processing the transfer approved by the Board of Directors.

**Signature of the Beneficiary**

Roses, ..... de ..... de 20.....

- (1) Assignor: Owner of the right of preferential use
- (2) Beneficiary: All information must be provided
- (3) Boat: Name and Registration number
- (4) Price: One of the two options must be chosen

**(\*) Preferential Use Transfer Contract point SEVEN: transfer of the right of use to third parties:** "The transferee may also temporarily transfer the right of use of the mooring to third parties, provided that he/she is up to date with all types of payments, **notifies MP Port de Roses, SA in advance, makes the transfer through the port's administrative services** for the purposes of control and security of the facilities and vessels and that **the new user accepts the conditions of use (...)**.

If these conditions are not met, any definitive or temporary transfer by the transferee will be null and void, and the suspension of services provided for in the Port Police Regulations of Catalonia will be applied.

**(\*\*) Article 27. Transfers between private individuals**

27.1. Holders of a preferential right of use over any port element included in the port service area, who are up to date with their payment obligations to the managing company, **may assign it to third parties, for a period of more than one week and a maximum of 5 years, or transfer it definitively to third parties.**

**These transfers between individuals must be notified in advance and in a reliable manner to the managing company.** The notification shall indicate the details of the transferor and transferee, the term of the transfer, and the agreed price for the transfer, which shall be freely fixed by the parties. The assignee, by fulfilling the conditions established in the corresponding title, must have reliable knowledge of the rules governing the management, operation and policing of the port and its services, expressly subrogating himself to all the rights and obligations deriving from the corresponding title. These assignments will be carried out in accordance with the procedure and formalities foreseen in this chapter".

**27.3. In temporary assignments, the assignor shall notify the Manager of the assignment in accordance with the provisions of the first paragraph of this article.**

In this type of assignment, whatever its duration and the legal nature of the assignment, the holder of the right **of use is solely liable to the Manager**, including in the event that the Manager has agreed, as a courtesy and at the indication of the holder of the right of use, to draw up the receipts, which are unpaid in the name of the user. In the event of non-payment in any of these cases and once the holder of the right of use has been notified of this non-payment, the latter shall be obliged to immediately cancel the sums pending payment.

27.5.- Once the new user has accepted the conditions of use, both in temporary assignments and for the entire term of the concession, the assignment of the right of use may be carried out, which must be documented in a private or public document, **but in both cases the agreement of Puerto de Roses, S.A. must appear.**

28.2.- Failure to comply with any of these requirements will mean that the Concessionaire, and on its behalf the Management Company, will not recognise any right to the new user, suspending the provision of services to the same.

Article 42.- Conservation and Safety of Vessels

42.1.- Vessels may only moor to the moorings assigned to them and, in the case of manoeuvres, to the relevant norais, and always in the appropriate manner to avoid damage to the installations or to other vessels, always intercalating the necessary defences.

**They may only moor to the moorings that correspond to their length and hose sizes. The length of the boat may not exceed the length of the mooring, while the hose of the boat shall be 10% less than the length of the mooring, and 15% less in moorings with a finger, in order to be able to use the fenders. The size of the boat shall be understood to be that which actually results from its real measurement, including fenders, elongated octopus or heels and other accessories that may be incorporated.** In any case, it will be the Port Manager and, where appropriate, the Chief Mariner, who will decide on the suitability of the use of each mooring on the basis of the conservation and safety of the vessels and the installations. (...)

Agreed and read by both parties:

THE ASSIGNOR

THE BENEFICIARY

Conformed by MP PORT DE ROSES, SA