



CALA DEL FORTE
VENTIMIGLIA
MONACO PORTS

MOORING AND SERVICES CONTRACT
GENERAL TERMS AND CONDITIONS

The mooring contract for the Cala del Forte marina is governed by the following General Terms and Conditions, as well as by any Specific Terms and Conditions, should they subsist.

TABLE OF CONTENTS

Section I - General Provisions

1. Definitions
2. Contract Subject Matter
3. Fees, Payments and Retention
4. Limitation of Liability
5. Internal Regulations and Amendments
6. Revoking Concessions

Section II - Mooring Rights

7. Unit size and changing Berth
8. Unit insurance coverage
9. Unit liability and indemnity
10. Expiry and returning the Berth
11. Effects of Contract termination on the Berth and Unit

Section III - Parking Rights

12. Vehicle liability and indemnity
13. Vehicle insurance coverage
14. Expiry and returning the Parking Space
15. Effects of Contract termination on the Parking Space and Vehicle

Section IV – Storage Facilities

16. Using and returning Storage Facilities
17. Storage Facility liability and indemnity
18. Effects of Contract termination on Storage Facilities

Section V – Marina Services

19. Providing Marina Services
20. Limitation of liability of Cala del Forte
21. Marina Service fees and payments

Section VI – Final General Provisions

22. Transfer of Contract
23. Marina management
24. Applicable law, jurisdiction and prevailing language
25. Notice and domicile

SECTION I - GENERAL PROVISIONS

Art. 1 - Definitions

- 1.1. In addition to any terms defined throughout these General Terms and Conditions, capitalised terms and expressions used in these General Terms and Conditions shall have the meanings as indicated below respectively, with the understanding that any terms defined in the singular form shall have the same meaning in the plural and vice versa:
 - **Vehicle:** the motor vehicle that the User may park in the Parking Space, where provided for in the Specific Terms and Conditions;
 - **Storage facility:** the premises used as a storage area, also pursuant to Art. 817 of the Italian Civil Code, assigned to certain Berths, as indicated in the Specific Terms and Conditions;
 - **CdF or Cala del Forte:** Cala del Forte S.r.l, with registered office in Sanremo 18038, Via Roma n. 166, REA IM-109594, Italian Tax Code 12641330159;
 - **Concessions:** the maritime state concessions of the Municipality of Ventimiglia, ref. 4701/2010 and ref. 4687/2010, with a duration of 85 years from 10/03/2010, and Building Permit n. 42/2010 as held by CdF;
 - **General Terms and Conditions:** this document, containing the general terms and conditions of the contract concerning temporary mooring and the provision of services;

- **Specific Terms and Conditions:** the specific terms and conditions of the contract concerning temporary mooring and the provision of services as signed by the User, and any related appendices;
- **Contract:** the agreement stipulated between CdF and the User, governed by the General and Special Terms and Conditions;
- **Marina:** the Ventimiglia marina managed by Cala del Forte on the basis of the Concessions;
- **Parties:** the User and CdF, when considered jointly;
- **Parking Space:** the space designated for parking cars, specifically marked, as indicated in the Specific Terms Conditions;
- **Berth:** the area in the water, within the Marina, intended for mooring a boat, delimited by bollards or rings on the quay or pier, by fenders, sinkers and riser chains at sea, with any buoys or floats, and including, where applicable, the relevant Storage Facility, as indicated in the Specific Terms and Conditions;
- **Internal Regulations:** refers to the Operating Regulations for the use of the Ventimiglia Marina, as approved by Ventimiglia Municipal Council Resolution N. 114 of 24/06/2021, available for registration, printing and saving via the web page <https://caladelforte-ventimiglia.it/marina-rules-and-regulations>;
- **Safety Regulations:** refers to the Regulations and Mooring Plan, adopted respectively by Ordinances n. 27 of 01/07/2021 and n. 34 of 15/05/2025 by the Port Authority of Sanremo pursuant to and for the purposes of Articles 30 and 62 of the Italian Navigation Code, as well as Articles 59 et seq. of the relevant Implementing Regulations, available for registration, printing and saving via the web page <https://caladelforte-ventimiglia.it/harbour-masters-ordinances>;
- **Regulations:** these refer to the Internal Regulations and Safety Regulations as a whole, and any other provisions adopted to better regulate mooring procedures, manoeuvres and traffic, to ensure safety and fire prevention, environmental protection, hygiene and decorum within the Marina, to regulate the use of services and utilities, waste disposal and anything else that may be necessary, including compliance with any directives issued by the Authorities;
- **Marina Services:** all General Services and Individual On-demand Services;
- **General Services:** sheltered harbour services; radio information; weather information; lighting; cleaning of the water surface for mooring; cleaning of piers and quays; collection of solid urban waste; lighting and signalling; mooring and traffic assistance; removal of unauthorised objects or boats that illegally occupy the berth or limit its free use; other services that may be established in the future for the safety and efficient use of the Marina and its appurtenances and accessories, both at sea and on land;
- **Individual On-demand Services:** the supply of drinking water; the supply of electricity; other services, such as telecommunications and Wi-Fi, as specified in the Marina's Regulations;
- **Unit:** the recreational Unit that the User will moor in the Berth, as indicated in the Specific Terms and Conditions;
- **User:** the natural or legal person identified in the Specific Terms and Conditions.

Art. 2 – Contract subject matter

- 2.1. The subject matter of the Contract is the granting by CdF to the User of the following rights as accepted by the User:
 - a. the right to moor the Unit in the Berth, which is understood to be a personal right of use that cannot be transferred to third parties, even temporarily;
 - b. the right to use any Storage Facility pertaining to the Berth, only if expressly provided for in the Specific Terms and Conditions, which is understood as a personal right of use that cannot be transferred to third parties, even temporarily;
 - c. the right to park the Vehicle in the Parking Space, only if expressly provided for in the Specific Terms and Conditions, which is understood as a personal right of use that cannot be transferred to third parties, even temporarily;
 - d. the right to use the Marina Services.

Art. 3 - Fees, payments and retention



CALA DEL FORTE
VENTIMIGLIA
MONACO PORTS

- 3.1. The fee payable to CdF is specified in the Specific Terms and Conditions (hereinafter "Fee") and is calculated on the basis of the rates specified in the same Specific Terms and Conditions (hereinafter "Rates"). The Fee does not include Individual On-demand Services, which are governed separately.
- 3.2. The User shall pay the Fee to CdF within the time limits specified in the Specific Terms and Conditions.
- 3.3. Payment of the Fee and/or anything else due to CdF under the Contract may not be suspended or delayed by claims or exceptions made by the User, for any reason whatsoever.
- 3.4. Failure to pay the amounts due to CdF, even partially, shall automatically constitute the User in default, representing a serious breach of Contract such as to entitle CdF to request the termination of the Contract pursuant to Article 1456 of the Italian Civil Code, without prejudice to compensation for damages.
- 3.5. In the event of delayed payment of all or part of the Fee, without the need for formal notice, the User will be charged interest on arrears for commercial transactions at the rate determined in accordance with Legislative Decree n. 231/2002 and subsequent amendments and additions, to which any other expenses incurred by CdF will be added.
- 3.6. In the event of failure to pay or partial payment of the Fee and/or Individual On-Demand Services, Cala del Forte, without prejudice to its right to terminate the Contract, may also suspend the provision of Marina Services without notice until payment has been made.
- 3.7. CdF, while not assuming custody of the Unit, as specified in Art. 9.3, shall nevertheless have the right to retain the Unit until all its claims have been settled and to sell it in accordance with the provisions of Articles 2756, paragraph 3, and 2797 of the Italian Civil Code.

Art. 4 – Limitation of liability

- 4.1. It is expressly understood that, under no circumstances, shall CdF be held liable for any delay or failure to fulfil the obligations provided for in this Contract in the event that such delay or failure is caused by events beyond its reasonable control that prevent fulfilment, including, but not limited to: storm surges, tornadoes, floods, fires, lightning, explosions, war, strikes, requests from government, civil or military bodies, force majeure, pandemics or unforeseeable circumstances, actions or omissions of any governmental or administrative authority.
- 4.2. CdF shall not be liable for any property belonging to the User brought into the Marina, nor for any injury, theft or damage to persons or property that may be suffered by the User and/or their property within the Marina itself.

Art. 5 – Internal regulations and amendments

- 5.1. The User undertakes to comply with and enforce the Regulations, which he/she declares to have read beforehand via the web pages:
 - <https://caladelforte-ventimiglia.it/marina-rules-and-regulations>;
 - <https://caladelforte-ventimiglia.it/harbour-masters-ordinances>;
- 5.2. The User assumes all responsibility for damages, including those caused to third parties, resulting from the violation of the Regulations.
- 5.3. Failure to comply with the Regulations constitutes a material breach of Contract and will entitle CdF to terminate the Contract pursuant to Article 1456 of the Italian Civil Code, without prejudice to compensation for damages.
- 5.4. CdF may indicate a different location for the Berth or Parking Space, in compliance with provisions that will be issued by the administrative authorities, or for technical and operational requirements.

Art. 6 - Revoking concessions

- 6.1. The User declares that they are aware that, pursuant to Art. 42 of the Italian Navigation Code, the competent administrative authority may, for specific reasons relating to the use of the sea or for other reasons of public interest, revoke the Concessions prior to their natural expiry date and that, as a result of such revocation, the Contract

may also become ineffective; in this case, the User shall not be entitled to any refunds, compensation or indemnity of any kind.

SECTION II - MOORING RIGHTS

Art. 7 – Unit size and changing berth

- 7.1. Before the Unit enters the Marina - and specifically within 24 hours prior to its first entry into the Berth - the User must deliver and/or send to CdF a copy of the boating licence, or other equivalent document, in accordance with the legislation of the state in which the Unit is registered, as well as a copy of the policy referred to in Art. 8, which must be valid.
- 7.2. Following the arrival of the Unit in the Marina, CdF may, at its sole discretion and using any means it deems appropriate, verify the actual maximum dimensions of the Unit as declared by the User.
- 7.3. If, following the measurements carried out by CdF, it is found that even one of the actual maximum dimensions of the Unit exceeds those communicated by the User (determined according to the appropriate harmonised standards, pursuant to Legislative Decree N. 171 of 18/07/2005 - hereinafter referred to as the "**Boating Code**"), CdF shall have the right to terminate the Contract pursuant to Article 1456 of the Italian Civil Code, notifying the User thereof, without prejudice to the right to compensation for damages and, where requested, the Unit must be removed from the Marina without delay. In this case, the User hereby acknowledges CdF's right to place the Unit elsewhere, subject to availability and with any relative increases in Rates.
- 7.4. It is the sole responsibility of the User to ensure the correct mooring of the Unit in the Berth, for which CdF expressly excludes any liability. At its sole discretion, CdF may, at the User's expense, reinforce moorings deemed unsuitable.
- 7.5. The User is expressly prohibited, in the absence of an amendment to this Agreement, from mooring a Unit other than that referred to in this Contract in the Marina.
- 7.6. The User also undertakes to notify CdF in writing, within 3 (three) days of the change of any modification relating to the data or characteristics of the Unit previously declared and contained in this Contract (e.g. on insurance policies).
- 7.7. In the event of failure to comply with the provisions of this article, CdF reserves the right to terminate the Contract by law pursuant to Article 1456 of the Italian Civil Code, giving notice thereof without prejudice to compensation for damages.

Art. 8 – Unit insurance coverage

- 8.1. For the entire duration of the Contract, the User shall insure the Unit with a specific "*compulsory civil liability insurance policy for recreational boating*" ("*polizza obbligatoria per responsabilità civile derivante dalla nautica da diporto*") with a minimum coverage of €5,000,000, sending a copy of said policy to CdF before the Unit enters the Marina in the manner and terms set out in paragraph 7.1.

Art. 9 – Unit liability and indemnity

- 9.1. The User is solely and exclusively responsible for compliance with the law relating to the Unit, as well as for damage caused to persons and property by the Unit and/or by persons hosted and/or present therein.
- 9.2. The User, assuming all responsibility, declares that they are in compliance with all documentation relating to the Unit, the engine, any necessary nautical licencing and that they have on board all the equipment required by current regulations, including that referred to in the Boating Code.
- 9.3. CdF assumes no obligation to safeguard the Units moored in the Berth and the items contained therein.
- 9.4. The User declares that they are aware and accept that CdF is in no way responsible for damage suffered by the Unit, caused, *inter alia*, by weather events, vandalism, theft or other damage caused by third parties. This also applies in the event that CdF is in possession of a copy of the keys to the Unit, which it has accepted for the convenience of the User.
- 9.5. Before leaving the Marina, the User must ensure that the moorings are in perfect condition and, in particular, that the lines are in perfect



CALA DEL FORTE
VENTIMIGLIA
MONACO PORTS

condition and correctly secured in accordance with good seaman-ship practices. In the event of an emergency, CdF staff may replace any mooring lines or fenders that show signs of wear, are defective or otherwise inefficient, with the related costs being charged to the User.

- 9.6. With regards to any work, even minor work, that may be carried out on the Unit by contractors appointed by the User, the latter shall be responsible for verifying compliance with the provisions of Law n. 81/2008 (and subsequent amendments and additions) by their agents, relieving CdF of any liability in relation to the work of such contractors.

Art. 10 - Expiry and returning the Berth

- 10.1. Upon termination of the Contract for any reason, the User shall remove the Unit from the Marina and return the Berth to CdF. Failing this, CdF may do so itself and charge the User for the related costs, without assuming any responsibility for the custody of the Unit or any goods therein.
- 10.2. For each day of delay in returning the Berth, the User shall be charged the daily mooring fees as compensation for its *unauthorised* occupation, in addition to compensation for any further damages.

Art. 11 - Effects of Contract termination on the Berth and Unit

- 11.1. Following the termination of the Contract, the User must promptly remove the Unit from the Marina; failing this, CdF may do so itself, including through third parties, charging the User for the related costs, without assuming any responsibility for the custody of the Unit and the items therein.
- 11.2. Following termination of the Contract, for each day of delay in returning the Berth, the User shall be charged the daily mooring fees as compensation for its *unauthorised* occupation, in addition to any further damages.
- 11.3. The costs of removal, towing, hauling, launching, mooring and storage shall be charged to the User, who shall be required to pay them as a condition for the return of the Unit.

SECTION III – PARKING RIGHTS

Art. 12 – Vehicle liability and indemnity

- 12.1. The User is solely and exclusively responsible for compliance with the law relating to the Vehicle, as well as for damage caused to persons and property by the Vehicle and/or by persons hosted and/or present therein.
- 12.2. The User, assuming all responsibility, declares that they are in compliance with all documentation relating to the Vehicle and that they have all the equipment required by current regulations.
- 12.3. CdF assumes no obligation to safeguard the Vehicle parked in the Parking Space or the items contained therein.
- 12.4. The User declares that they are aware and accept that CdF is in no way responsible for damage suffered by the Vehicle, caused, *inter alia*, by weather events, vandalism, theft or other damage caused by third parties. This also applies in the event that CdF is in possession of a copy of the keys to the Vehicle, which it has accepted for the convenience of the User.
- 12.5. CdF shall not be liable for any property belonging to the User brought into the Marina by means of the Vehicle, nor for any injury, theft or damage to persons or property that may be suffered by the User and/or their Vehicle brought into the Marina itself.

Art. 13 - Vehicle insurance coverage

- 13.1. For the entire duration of the Contract, the User must ensure that the Vehicle is covered by all insurance policies as required by law.

Art. 14 - Expiry and returning the Parking Space

- 14.1. Upon expiry of the Contract, as provided for in the Specific Terms and Conditions, the User must remove the Vehicle from the Marina and return the Parking Space to CdF. Failing this, CdF may do so itself and charge the User for the related costs, without assuming any responsibility for the custody of the Vehicle or any goods therein.

- 14.2. For each day of delay in returning the Parking Space, the User will be charged the daily parking rates as compensation for its *unauthorised* occupation, in addition to compensation for any further damages.

Art. 15 - Effects of Contract termination on the Parking Space and Vehicle

- 15.1. Following the termination of the Contract, the User must promptly remove the Vehicle from the Marina; failing this, CdF may do so itself, including through third parties, charging the User for the related costs, without assuming any responsibility for the custody of the Vehicle and any goods therein.
- 15.2. Following termination of the Contract, for each day of delay in returning the Parking Space, the User will also be charged the daily parking rates as compensation for its *unauthorised* occupation, in addition to compensation for any further damages.
- 15.3. The costs of removal, towing, parking and storage will be charged to the User, who shall be required to pay them as a condition for the return of the Vehicle.

SECTION IV – STORAGE FACILITIES

Art. 16 – Using and returning Storage Facilities

- 16.1. The Storage Facility is considered an appurtenance of the Berth for the purposes and effects of Art. 817 of the Italian Civil Code and subsequent articles, and the User shall have exclusive use of it for the entire duration of the Contract.
- 16.2. By the expiry date of the Contract, as provided for in the Specific Terms and Conditions, the User must return the Storage Facility to CdF, which must be free of objects and persons, handing over the relevant access keys. Failing this, CdF may do so itself, including through third parties, charging the User for the related costs, without assuming any responsibility for the custody of any removed goods.
- 16.3. For each day of delay in returning the Storage Facility, free of belongings and persons, the User shall be charged the Storage Facility daily rates as compensation for its *unauthorised* occupation, in addition to compensation for any further damages.
- 16.4. The User may not carry out any work of any kind, either externally or internally on the Storage Facility, and may not, in any way, change its intended use as a storage facility. In the event of failure to comply with the provisions of this article, CdF shall have the right to terminate the Contract pursuant to Art. 1456 of the Italian Civil Code, giving notice thereof and without prejudice to compensation for any damages.

Art. 17 – Storage Facility liability and indemnity

- 17.1. The Storage Facility is placed in the custody of the User.
- 17.2. The User declares that they are aware and accept that CdF is in no way liable for damage to their property stored in the Storage Facility caused, *inter alia*, by vandalism, theft or any other damage caused by third parties.

Art. 18 - Effects of Contract termination on Storage Facilities

- 18.1. Following the termination of the Contract, the User shall promptly return the Storage Facility to CdF, free of items and persons. Failing this, CdF may do so itself, including through third parties, charging the User for the related costs, without assuming any responsibility for the custody of any removed goods.
- 18.2. Following termination of the Contract, for each day of delay in returning the Storage Facility, free of objects and persons, the User will also be charged the daily Storage Facility fee, as compensation for its *unauthorised* occupation, in addition to compensation for any further damages.
- 18.3. The costs of removal and storage of the User's property shall be charged to the User, who shall be required to pay them as a condition for the return of said property.

SECTION V – MARINA SERVICES

Art. 19 - Providing Marina Services



CALA DEL FORTE
VENTIMIGLIA
MONACO PORTS

- 19.1. The provision of Marina Services is understood to be exclusive, pursuant to Art. 1567 of the Italian Civil Code, and the failure to exercise and/or use them, even partially, by the User shall not give rise to any changes in the agreed fee. The User may not, therefore, refuse to pay for Marina Services, even on the grounds of non-use.

Art. 20 - Limitation of liability of Cala del Forte

- 20.1. CdF is expressly exempt from liability for interruptions in the provision of Marina Services or for the total or partial impossibility of using the Berth or Parking Space, with the User remaining liable for any risk regarding the actual usability of the Marina, unless such an event is due to a fact or fault attributable to CdF.
- 20.2. The unauthorised transfer of Services to third parties, even partially, shall entitle CdF to terminate the Contract pursuant to Article 1456 of the Italian Civil Code, giving notice thereof.

Art. 21 – Marina Service fees and payments

- 21.1. The charges relating to General Services are listed in Tariffs.
- 21.2. Charges relating to Individual On-Demand Services will be charged to the User in a final balance basis according to the relevant Tariffs that CdF shall publish periodically.
- 21.3. Payment for Marina Services shall be made in the manner established in the Specific Terms and Conditions.
- 21.4. Payment for the aforementioned Individual On-Demand Services or for any other amounts due, including for ancillary services or other additional charges, may not be suspended or delayed by claims or exceptions made by the User, for any reason whatsoever.
- 21.5. CdF reserves the right to suspend the provision of Marina Services to Users who are in arrears with payments due for the provision of such Services; defaulting Users shall also be charged interest on arrears at the maximum rate provided for by Legislative Decree n. 231/2002 and subsequent amendments and additions.

SECTION VI - FINAL GENERAL PROVISIONS

Art. 22 - Transfer of Contract

- 22.1. This Contract is stipulated *intuitu personae* and therefore the User may not transfer its effects to third parties, nor may they assign the Berth, Parking Space or Storage Facility to third parties without the prior authorisation of CdF. Failing to do so will cause such assignments to be ineffective.

Art. 23 – Marina Management

- 23.1. CdF may entrust the management of the Marina to another party at any time, simply notifying the User thereof.
- 23.2. In this case, all rights accruing to CdF under the Contract and the Internal Regulations shall be exercised by the party entrusted with the management of the Marina.
- 23.3. The agreements between the Parties regarding its subject matter shall prevail over any other previous agreement.
- 23.4. Any tolerance by CdF of the User's conduct in violation of the provisions of the Contract shall not constitute a waiver of the rights arising from the violated provisions, nor of the right to demand strict compliance with all the terms and conditions set forth herein.

Art. 24 - Applicable law, jurisdiction and prevailing language

- 24.1 This Agreement is governed by Italian law.
- 24.2 Any dispute that may arise between the Parties concerning the interpretation or execution of the Agreement shall be settled exclusively by the Court of Imperia.
- 24.3 This Agreement is written in Italian. An English translation is published for information purposes only. In the event of any dispute between versions, the Italian version shall prevail.

Art. 25 – Notice and domicile

- 25.1 For the purposes of this Contract, the User elects domicile at the Unit. Any communication relating to the Contract may thus be made alternatively to the postal and/or email addresses indicated in the Specific Terms and Conditions or, for the User, also to the Unit.