USAGE GUARANTEE CONTRACT
PORT GRIMAUD ● 2026–2061
PART 1/2

Contract number
number

BY AND BETWEEN:

THE MUNICIPALITY OF GRIMAUD, represented by its current Mayor, Mr Alain BENEDETTO, duly authorised for the purposes of these presents agreement by Municipal Council Resolution No. 2026/03/003 dated 25 February 2026,

Hereinafter referred to as "the Municipality"

Party of the first part;

AND:

Mrs. First name SURNAME
Residing at: Address in Town/City (Postcode)
Email: email
Landline: numéro_fixe • Mobile phone: numéro_portable
Duly authorised to sign this contract,

Hereinafter referred to as "the Beneficiary"

Party of the second part;

THIS TRANSLATION IS PROVIDED FOR CONVENIENCE ONLY. THE ORIGINAL FRENCH-LANGUAGE VERSION SHALL PREVAIL AND CONSTITUTES THE LEGALLY BINDING VERSION. ONLY THE FRENCH-LANGUAGE VERSION IS SUBJECT TO SIGNATURE.

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Having regard to the Decentralisation Acts No. 82-213 of 2 March 1982, No. 83-663 of 22 July 1983, No. 2004-809 of 13 August 2004, relating to the allocation of port-related powers between local authorities, departments, regions and the State, as well as their implementing decrees,
Having regard to the Transport Code, and in particular Articles R. 5314-31 and R. 5314-34 thereof,
Having regard to the General Code on the Property of Public Bodies, and in particular Article L.2125-1 thereof,
Having regard to Decree No. 2023-1231 of 21 December 2023 laying down various provisions relating to ports, and in particular Article 3 thereof,
Having regard to the Ministerial Reply published in the Official Journal of the Senate on 19 December 2024 (p. 4921), clarifying said decree,
Having regard to the Operating Regulations for the Grimaud Marina, approved by Municipal Council Resolution No. 2024/02/002 dated 10 January 2024,
Having regard to the Special Police Regulations for the Grimaud marina, adopted by Municipal Order No. 2024/005 dated 16 January 2024,
Having regard to Resolution No. 2026/02/002 dated 25 February 2026 approving the Multi-Annual Investment Plan,
Having regard to the opinion of the Operating Board of the marina authority dated 9 February 2026 on the Multi-Annual Investment Plan,
Having regard to the Port Council's opinion dated 23 February 2026 on the Multi-Annual Investment Plan,

PREAMBLE

The Transport Code sets out the principle that *'the exclusive allocation of berths intended for pleasure craft may not be granted for a period exceeding one year, renewable annually under the conditions laid down by the competent authority'* (Article R.5314-31).

It does, however, authorise the competent authority to *' grant rights of use for mooring berths or anchorage points for a maximum period of 35 years, in return for a contribution towards the financing of structures, buildings or equipment relating to the operation of the port or likely to contribute to its development, and forming part of the public domain of the State or local authorities and their associations "* (Article R.5314-34; Article 3 of Decree No. 2023-1231 of 21 December 2023); **this is the object of the present contract.**

The authors of the ministerial report entitled *The end of lease agreements in marina facilities* dated November 2017 consider that *" the issue of a guarantee of use pursuant to Article R.5314-34 of the Transport Code must apply to the renewal of occupancy licences resulting from lease agreements previously issued and which have expired".*

The right of use is often described as a *'reservation "* or a *"right of priority"* ; it is therefore inseparable from the contract for the provision of a berth for a pleasure craft, which must also be entered into by the Beneficiary and renewed annually by the Local Authority.

By entering into this contract, the beneficiary is, however, guaranteed long-term use of a mooring berth.

The usage guarantee contract is also a financing solution.

By entering into this contract, the local authority is guaranteed to receive a capitalised fee to carry out its Provisional Investment Programme, which was adopted by Municipal Council Resolution No. 2026/02/002 of 25 February 2026 and brought to the beneficiary's attention.

IT HAS BEEN AGREED AND DECIDED ON THAT WHICH FOLLOWS:

Article 1 - Object of the Contract

The operator grants the beneficiary a right of use in respect of a mooring berth within the boundaries of Grimaud Marina, in return for the fees set out in Articles 4 and 5 of this contract.

Although the usage guarantee contract does not provide for the allocation of a specific berth, it is specified that, due to the specific layout of the Port Grimaud development, which has been designed as a 'Marina' encircling the public harbour, owners of a dwelling and a private jetty adjacent to the public waterway shall be given priority for the mooring berth situated directly opposite their dwelling and may, as such, be given priority for a contract guaranteeing the exclusive use of the mooring in question *(see article 6.2 of this contract)*.

Occupancy of this berth and the implementation of the usage guarantee contract are subject to the port operator issuing a temporary authorisation to occupy public land in accordance with the provisions of Article R. 5314-31 of the Transport Code *(see Article 4 of this contract)*.

No professional and/or commercial activity may be carried out from the berths allocated on a right-of-use basis.

The usage guarantee contract and the contract for the provision of a berth for a pleasure craft moored alongside it do not confer any rights in rem.

Article 2 - Term

The guarantee covering the use of the mooring berth is granted for a period of thirty-five (35) years, commencing on 1 March 2026.

Article 3 – Characteristics of the allocated berth and the vessel assigned to it

The port operator allocates to the beneficiary a berth with an area of surface_poste m², with the following characteristics:

Length of the mooring post in metres	Width of the mooring berth in metres
longueur_poste	largeur_poste

The dimensions of the mooring berth set out above correspond to the vessel's maximum overall dimensions and therefore take into account all equipment permanently fitted to the boat (deck, handrails, seat, aft deck, solar panels, fixed outboard motor, fixed outer mooring line, davits, etc.) and which require tools to be removed.

For obvious safety reasons, this rule is strictly enforced. The beneficiary must first contact the harbour manager to check that these modifications do not conflict with the mooring berth. Failing this, no guarantee of use may be granted to the prospective beneficiary.

The technical and identification details of the vessel shall be declared by the beneficiary to the port operator when the berth is made available, in accordance with the stipulations set forth under article 5.5 of this contract, and may not be amended without the port operator's consent.

When notified of the proposed allocation, the prospective beneficiary must check with the port operator that the vessel's draught is compatible with the proposed berth.

Article 4 – Fee for services rendered in connection with the financing of structures, buildings and facilities relating to the operation of the port or likely to contribute to its development, including the modernisation and refurbishment of existing infrastructure

The beneficiary of this usage guarantee undertakes to pay a service charge of €425.00/m² (including VAT) to finance works, buildings, facilities relating to the operation of the port or likely to contribute to its development, including the modernisation and refurbishment of existing buildings to adapt the infrastructure to current challenges linked to climate change, the energy transition and the reduction of environmental impact, amongst other things.

The area in square metres used to calculate the fee is that of the mooring berth.

This fee shall be capitalised. It may be paid in instalments over a maximum period of 6 consecutive years, at a rate of 1/6th per year. It is payable at the start of each period.

This gives rise to the following points:

€425/m² incl. VAT × Area of the mooring in m²: surface_poste *(cf. article 3)*
Equating to a total fee payable by the beneficiary of:
redevance_totale_HT € excl. VAT/ redevance_totale_TTC € incl. VAT
Number of instalments selected by the beneficiary (less than or equal to 6): nb_versements
Equating to a total annual amount payable sum of: montant_annuel_HT € excl. VAT/ montant_annuel_TTC € incl. VAT

The beneficiary has three months from 1 March 2026 to make their first payment. Failing this, the administrator will send the person a formal notice by registered post with acknowledgement of receipt, requiring them to pay the fee within 15 days of being served with the formal notice. Should the beneficiary fail to settle the payment within this period, the usage guarantee contract will be terminated in accordance with the terms set out in Article 8.2.

The beneficiary is hereby informed that, in addition to paying this service charge, they must pay an annual berthing fee, in accordance with the terms and conditions approved by the Municipal Council during the annual vote on port tariffs and in accordance with the contract for the provision of a berth attached hereto (section 2/2).

Furthermore, the beneficiary shall remain liable for the maintenance, operating and renewal costs of the berth and its facilities, as well as for all taxes, charges and levies for which they are responsible (co-ownership charges, property tax, etc.).

Article 5 – Obligations of the Beneficiary

5.1 - General provisions

The beneficiary hereby declares that they accept the terms and conditions and obligations relating to the use of the berth, as set out in this contract and in the contract for the provision of a berth, as well as in the port’s operating and security regulations, and that they will, accordingly, enter into a contract with the port operator.

The beneficiary hereby declares that they are aware that the port operator reserves the right to carry out an inspection at any time to verify the conditions of occupation and use of the mooring berth.

Under no circumstances may the beneficiary alter the port facilities made available to them, and they remain fully liable for any damage they may cause to these facilities. He undertakes to notify the port operator immediately of any damage that may affect public property.

The beneficiary who owns the adjacent jetty is required to maintain the jetty they own, as well as all its constituent parts, such as anodes, sheet piles or any other related equipment.

Furthermore, the beneficiary undertakes to comply with all decisions taken by the port operator and by any authority with policing powers.

5.1.1 – The specific case of joint ownership

In the event of joint ownership of the dwelling, the private jetty or the rights attached to this contract guaranteeing the right of use, the co-owners are required to appoint, in writing, a joint representative holding a power of attorney signed by all the co-owners.

This representative, whose identity must be disclosed to the operator, shall be solely authorised to receive all correspondence, to carry out the necessary formalities and to act on behalf of the joint ownership in dealings with the operator.

The co-owners are jointly and severally liable for the payment of sums due under this contract, and any default by one of them shall be enforceable against all of them.

If no joint representative has been appointed, or in the event of an internal dispute between co-owners, the operator may refuse any request relating to the mooring berth in question. Failure to provide such details may be regarded as a breach of contract, which may result in the automatic termination of this usage guarantee contract.

The operator is not, under any circumstances whatsoever, bound to verify the internal validity of the arrangements between co-owners and cannot be held liable in this respect. Annual tenancy agreements may include specific clauses on this matter.

5.1.2 – Special case of legal entities (e.g. Real-Estate Entities (SCI), etc.)

Where the dwelling or adjacent jetty giving rise to this right of use is owned by a legal entity, and in particular a Real-Estate Entity (SCI), the contract is granted to that legal entity, represented by its legal representative or any person duly authorised accordingly.

The operator shall recognise as its sole point of contact the legal representative duly registered with the Trade and Companies Register (or, where applicable, the relevant register) and shall not be obliged to verify the internal relationships between partners, members or shareholders.

The legal entity holding the licence remains solely liable for the fulfilment of all financial and contractual obligations arising from said licence agreement.

However, in light of the specific nature of port operations and in order to ensure that contractual obligations are effectively met, the partners or members of the legal entity shall be jointly and severally liable for the payment of any sums due under this contract, as well as for compensation for any damages that may arise from any default in performance.

In the event of a lack of representation, internal disputes, a deadlock in the functioning of the corporate bodies, or any other impediment preventing the proper performance of this contract, the operator may suspend the use of the mooring berth or terminate this guarantee of use as of right, without the legal entity, its partners or its members being entitled to any compensation.

5.1.3 - Appointment of a director and a deputy in the event of an emergency

The beneficiary is required, upon signing this contract, to appoint a principal officer and a deputy officer authorised to take action on board the vessel in the event of an emergency (fire, pollution, damage, broken mooring lines, any threat to port security, etc.).

The names, addresses, telephone numbers and email addresses of these individuals must be provided to the operator in writing and which should be kept up to date at all times.

In the event of an emergency, the operator may contact either the principal officer or the deputy officer, both of whom are deemed to be acting in the name and on behalf of the Beneficiary.

Should the latter fail to take action within a reasonable time, the operator may itself take the necessary measures to safeguard the vessel, the port and third parties, at the Beneficiary's sole expense and risk, without the vessel being placed in its custody.

5.2 - Insurance

The beneficiary declares that they are insured by an insurance company deemed to be solvent, the French-language policy of which is attached to this contract.
It hereby undertakes to provide the local authority with a valid insurance certificate by 30 April each year at the latest.

This insurance must cover the user, *as a strict minimum*, for the following risks: damage caused to port structures and facilities, including environmental damage; damage caused to third parties within the port limits or in the access channels, in particular as a result of fire; salvage and removal of the wreck in the event of a shipwreck within the port limits or in the access channels.

5.3 – Vacant mooring berth – Mooring birth hire

The mooring berth provided under the right of use may not be let out (which would constitute a subletting of the water area) by the beneficiary. Should the operator find that the beneficiary has breached this prohibition, the operator shall impose the penalties set out in clause 8.2 of this contract.

For organisational reasons and to ensure the smooth running of the port, the beneficiary must notify the port operator of the vessel's movements in accordance with the notice period laid down in the port regulations.

In accordance with the provisions of the Transport Code and the General Code on Public Property, the management and letting of the berth currently unoccupied by the beneficiary's vessel are carried out exclusively by the port operator.

5.3.1 - Public access quays

This provision shall be applicable without restriction to beneficiaries whose mooring, allocated under this contract, is adjacent to a public jetty. In this instance, the operator may use the relevant berth for short-term 'stopover' mooring or for the 'storage' of vessels curing periods of vacancy.

If the aforementioned beneficiary fails to report the vessel's movements, the port operator may, in the event of a confirmed absence of 48 hours or more, consider the berth to be vacant and may let it to another party. However, in this scenario, the beneficiary will not be entitled to a share of the rental income as set out below.

5.3.2 - Private quays

In the case of beneficiaries who own a private jetty, and given the specific layout of Port Grimaud, they are given the option to authorise the operator to use the mooring allocated under this contract whilst it is vacant. In this case, the operator may use the mooring berth exclusively for short-term 'storage' purposes, with no persons on board the moored vessel, given the private nature of the quay in question. Similarly, the operator is strictly prohibited from using the utility supply points located within the private area.

The beneficiary who owns a private jetty and wishes to authorise the operator to use the mooring allocated to them must give their express consent by sending the operator a letter by registered post with acknowledgement of receipt, specifying the period of their absence during which the operator may use the mooring.

In return, and in all the above-mentioned cases, the operator shall refund the annual state fee paid by the beneficiary, as referred to in Article 4 of this contract, on a pro rata basis according to the duration of the beneficiary's tenure in the post.

For this refund to take effect, three conditions must be fulfilled:

- the beneficiary must have signed an annual tenancy agreement as referred to in Article 5;
- the beneficiary must be up to date with the payment of any fees and contributions owed to the local authority in respect of previous years;
- the operator must use the mooring for a period of more than one month (30 days);
- The beneficiary must provide the operator with their bank details.

The reimbursement will be made at the end of the current financial year. The beneficiary must inform the operator that the mooring is no longer available by post with acknowledgement of receipt, giving at least one month's notice.

5.4 - Ship surveillance and security

The provisions relating to the supervision of the vessel are set out in the annual contract for the provision of a berth, to which reference should be clearly indicated.

5.5 - Certificate of commencement and termination of tenancy

At the time of provision of the mooring berth, the beneficiary shall, in the presence of a representative of the port operator, confirm that they have taken possession thereover.

The certificate of entry into service sets out the vessel's technical and identification details (certificate of registration; S.S.R., etc.). The certificate of possession is annexed herewith.

The beneficiary undertakes to notify the port operator immediately of any changes to the vessel's technical and identification details.

Any beneficiary who carries out alterations to their vessel or assigns another vessel to the berth without first informing the port operator, or after the port operator has objected, shall be liable to termination for breach of their usage guarantee contract in accordance with the provisions of clause 8.2 of this contract.

Upon the expiry or termination of this warranty, a joint handover report shall be drawn up under the same conditions as the initial handover report. The beneficiary shall be summoned on two occasions by any written means and, in the event of an unjustified absence, the discharge report shall be deemed to have been drawn up in the presence of both parties.

Article 6 – Obligations of the Operator

6.1 - General provisions

In accordance with the provisions of the Transport Code, the port operator guarantees the beneficiary the right to moor on the water and to berth at the designated location in accordance with the provisions of this contract.

The port operator shall provide the beneficiary, free of charge, with the main chains and branch chains (excluding the shackles fitted at the ends of the branch chains) suitable for the vessel's dimensions.

The beneficiary shall install their own bow and stern mooring lines, consisting of rope in good condition, the mechanical properties and diameter of which shall be suitable for the vessel.

On public access quays, the port operator shall make water and electricity supply facilities available to the beneficiary, in accordance with the safety standards and regulations in force:

- Electrical sockets: type_prise Volts / amperes
- Water supply points: ☐ YES • ☐ NO

The Port Authority is responsible for the maintenance of public port facilities.

6.2 - General provisions

6.2.1 - The specific case of owners of a dwelling and a quay facility adjacent to the body of water

Owners of a dwelling and a private jetty adjacent to a public body of water shall have an "absolute right of priority" in the allocation of the mooring berth situated directly opposite their property and, as such, will be entitled to a usage guarantee contract for the exclusive occupation of the mooring berth in question.

This so-called 'amicable' allocation, based on the provisions of Article L.2122-1-3 of the General Code on the Property of Public Bodies, is inextricably linked to the layout of the town of Port Grimaud, which has been designated a 'Marina'.

In accordance with the original vision of its founder, the architect François SPOERRY, the residential area of Port Grimaud consists of semi-detached houses arranged in a linear fashion along the private quays that surround the public port area. In fact, land access to public mooring points is only possible by crossing private property.

This conceptual innovation means that the port operator is obliged to give priority to the owners of the adjacent dwellings and jetties when allocating the public mooring situated directly opposite their property.

Should the owner waive their right to this 'absolute priority' or, more generally, their right to use the mooring situated on their property, the harbour operator will manage the relevant mooring directly.

To be eligible for this priority right to be allocated a mooring with a guarantee of use, the user-owner must be up to date with their payments to the harbour operator in respect of the occupation of the public waterway.

Failing that, it should be authorised to occupy the public port area under an annual mooring contract.

6.2.2 - The specific case of owners of a property not adjacent to a jetty who have a guaranteed right of use on the public waterway

Owners of a property not adjacent to a public body of water (such as an apartment) who held a mooring lease prior to 1 January 2022 will be given priority for a usage guarantee contract for a mooring berth, provided that it is situated in front of a private quay. This more exceptional situation is subject to prior assessment by the port authority for the purpose of validating the connection between the quay and the dwelling.

The same provision applies to owners of a property that is not adjacent to a public body of water and who held a mooring lease prior to 1 January 2022, for a mooring situated at a public jetty.

Should the owner choose not to exercise this priority, the port operator reserves the right to allocate the mooring to another user residing in the same block of flats.

To be eligible for priority allocation of a mooring with a guaranteed right of use, the user-owner must be up to date with their payments to the harbour operator in respect of their previous occupation of the public waterway.

Failing that, it should be authorised to occupy the public port area under an annual mooring contract.

6.3 - Work carried out by the local authorities

The beneficiary shall not be entitled to any reduction in fees, compensation or any other entitlement whatsoever in the event of repairs, works or other activities carried out by the local authority in the interests of the port, regardless of their duration.

The local authority undertakes, however, to carry out these works in consultation with the beneficiary (except in emergency situations) and with due diligence.

The Local Authority further undertakes, insofar as the public interest permits and taking into account the constraints of managing the public domain, to designate an equivalent mooring berth on the water for the duration of any repairs, works or other activities.

ARTICLE 7 – Transfer of the usage guarantee contract

7.1 – Transfer

7.1.1 – The general principle

By virtue of its strictly personal nature, this usage guarantee agreement and the rights attached thereto may be assigned by the beneficiary to the new owner of the dwelling associated with the mooring, subject to the prior approval of the port operator.

The purpose of this authorisation is to ensure the proper management of the body of water and, in particular, to verify that the assignee provides the necessary guarantees to ensure compliance with the provisions of this contract, primarily regarding the characteristics of the mooring.

The usage guarantee contract may not be transferred separately.

7.1.2 - The option to submit a request for an advance ruling

Given that the right of use is transferable, the beneficiary is entitled to apply to the port authority for a ruling when selling the private plot of land they own, which is associated with the mooring berth.

The application for a ruling is submitted by the owner-seller, who holds the usage guarantee contract, with a view to proposing a new holder of the contract to the port operator upon the sale of their residence, which is situated alongside a private jetty. Consequently, the purchaser of the property and the associated jetty may take the place of the former owner in enforcing the terms of the usage guarantee agreement for the remaining term.

7.1.2.1 – Preliminary formalities

The application for a ruling must be made by the seller and sent to the port authority by registered post with acknowledgement of receipt, three months before the transfer of ownership, provided that the purchaser intends to take over the contract guaranteeing the right of use, of which the seller is the beneficiary.

Once the application for prior approval has been approved by the port operator, the latter sends a positive response to the beneficiary-seller, accepting the candidate’s nomination. The corresponding decision is made by extension of the provisions of Article L. 2122-1-3 of the General Code on Public Property, which allows the competent authority to issue an occupation licence by mutual agreement where only one applicant is entitled to occupy the public property in question.

The review carried out by the port operator is limited primarily to verifying that the application dossier is complete, as specified below, and that the transferee complies with the provisions of Article 3 of this contract.

If, following review, the port operator accepts the application for a successor put forward by the beneficiary, an amendment will be made to the current right-of-use agreement so that the successor may take the place of the former beneficiary, assuming the rights and obligations arising therefrom until the agreement expires.

7.1.2.2 - Documentation to be provided

The application for a ruling must be accompanied by the contact details of the transferee, who is required to provide the following information:

- A letter of introduction from the transferee, setting out the grounds for their application to take over the contract of guarantee of use and their commitment to comply with the contractual obligations set out in the contract, in the Port Regulations and in the Operating Regulations of the Port Grimaud Marina;
- Proof of the buyer's identity and address;
- The details of the purchaser's pleasure craft: name, flag, registration number, builder, model, year of construction, draught, dimensions (maximum length and maximum width).
  Note: 'Maximum length and width' refers to the vessel's maximum overall dimensions, including the fore and aft decks, bowsprit, steering gear, etc.
- The updated certificate of registration and/or the navigation licence or equivalent document, in particular for vessels flying a foreign flag, in the name of the buyer;
- The purchaser's valid insurance certificates;
- A notarial certificate specifying the date of the transfer and confirming the purchaser's status, given that the usage guarantee contract is in the purchaser's name;
- An undertaking to provide the operator with official proof of the transfer, in the event that the operator grants approval.

7.1.2.3 – Obligations

To submit an application for a ruling, the beneficiary-seller must be up to date with all fees and charges payable under the usage guarantee contract of which they are the holder.

The beneficiary-seller should notify the port operator immediately of the contact details of the notary responsible for the sale. The operator shall draw up a report on the condition of the mooring facilities and associated equipment (pontoons, etc.) for which the transferee is responsible, and shall inform the notary of any costs that may be incurred in restoring them to good working order, accompanied, where applicable, by a statement of the sums still owed by the seller to the port authority.

Prior to the signing of the notarised deed, the port operator shall provide the notary and the new owner with a copy of the amendment to be made to the current right of use agreement, which shall specify, in particular, the location of the mooring berth, its dimensions and a list of the mooring fixtures for which the new beneficiary is responsible for maintenance and replacement.

The amendment to the usage guarantee contract is signed by the purchaser at the same time as the signed deed is executed, and is then forwarded by the notary to the port operator.

In the event of failure to comply with these obligations towards the port operator, the new owner will only be entitled to an annual mooring.

At the end of a minimum period of 12 months from the date of signature of the aforementioned annual contract, the port operator shall be entitled to regularise the situation by accepting the amendment to the usage guarantee contract held by the former owner.

7.2 – Death

In the event of the beneficiary's death, the policy may be transferred to the heir who has been legally identified by a statutory declaration proving their status as the entitled party, provided that the heir submits a request to this effect and obtains the operator's approval.

In the event of joint ownership, a single beneficiary of the right of use agreement shall be designated.

If the estate is not settled within 18 months, the port operator reserves the right to terminate the contract in accordance with the takeover provisions set out in clause 9.2 of this contract.

Any sums owed by the beneficiary to the local authority remain payable in the meantime.

ARTICLE 8 – Early termination of the performance guarantee contract

8.1 – Termination in the public interest

In accordance with the principles governing administrative contracts, the local authority may terminate this contract on grounds of duly justified public interest.

This termination on grounds of public interest will be sent to the beneficiary by the local authority by registered post with acknowledgement of receipt. It shall then take effect three months after the date of receipt or on the date the registered letter was first presented.

In such cases, however, the beneficiary is entitled to a refund of the portion of the fee paid in advance that corresponds to the remaining period, as specified in the article below.

8.2 – Termination due to the beneficiary's fault

In the event of a breach by the beneficiary of the obligations imposed on them by the provisions of this usage guarantee contract, the Port Regulations, the Operating Regulations, or the annual temporary occupation permit granted to them, the port operator may terminate this contract in accordance with the following procedure:

1. A formal notice sent to the beneficiary by registered letter with acknowledgement of receipt, requiring them to comply within 15 days the provisions of this contract and/or the Port Police Regulations, and/or the Operating Regulations, and/or the annual temporary occupation permit granted to them.
2. If, at the end of this period, the beneficiary fails to comply with the terms of the contracts and/or documents referred to in point 1, the port operator shall notify the beneficiary of the termination of this usage guarantee contract by registered post with acknowledgement of receipt. The termination will take effect on the date of receipt or on the date of first presentation of said registered delivery letter.

   Notwithstanding any dispute, the mooring must be made available to the port operator within 8 days of notification of the termination. Failing this, the vessel will be deemed to be occupying the public port area without authorisation and will therefore be liable for a charge for unauthorised occupation of the public port area; furthermore, the vessel may be removed by the port operator at the beneficiary's expense and at their own risk.
3. In the event of termination for cause, the port operator shall reimburse the licence holder for the fee set out in Article 4 of this contract, amounting to 50 per cent of the buy-back value calculated in accordance with the provisions of Article 10 of this contract. Any costs incurred by the port operator in removing the vessel, as well as any fees and charges of any kind still owed by the beneficiary whose entitlement has been withdrawn, shall be deducted from the amount reimbursed.

ARTICLE 9 – Trade-in value in the event of early termination

In the event of termination on grounds of public interest, the pre-tax trade-in value of the usage guarantee is calculated using the following formula:

V = R0 × IPC(n) / IPC(0) × A/N

In which:

- **V** = trade-in value excluding VAT
- **RO** = The pre-tax amount of the fee set out in Article 4 of this contract
- **CPI(n)** = Consumer Price Index based on the latest index published by INSEE
- **CPI(0)** = Consumer Price Index as at 1 January of the year in which this contract was signed, as published by INSEE
- **A** = Remaining term of the contract as at the date of takeover (in days)
- **N** = The duration of the performance guarantee as set out in the contract (in days)

In the event of termination due to the beneficiary's fault, the trade-in value (excluding tax) of the usage guarantee is reduced by 50 per cent.

Furthermore, where applicable, the buy-back value shall be reduced by the costs incurred by the local authority in removing the vessel, as well as any fees or charges of any kind still owed by the Beneficiary.

Payment of the trade-in value will be made within 45 days of the termination of the usage guarantee contract.

ARTICLE 10 - PAYMENT TERMS

In such instance as the Beneficiary should wish to change vessels during the term of the contract, they must ensure that the dimensions of the new vessel comply with the provisions of Article 3 of this contract.

ARTICLE 11 – Term of the warranty against defects in performance

Upon expiry of the term of the licence, as set out in Article 2, the licensee shall have no right to automatic renewal of this contract.

Subject to the rules in force at the time, he may, where applicable, be entitled to a new contract guaranteeing the right of use and/or a contract for the provision of a berth for a pleasure craft.

The same applies to the holder of a mooring situated opposite a public jetty who owns a dwelling that is not adjacent to the public body of water (see Article 6.2.2).

ARTICLE 12 - Dispute Resolution

French law shall be the sole law applicable between the Parties.

In the event of a dispute, the Parties shall endeavour to settle their dispute amicably before, if necessary, bringing the matter before the Administrative Court of TOULON.

ARTICLE 13 - Appendices

- Certificate of taking possession
- Proof of insurance
- Police regulations in force as at the date of signature of the contract
- Terms and Conditions in force as at the date of signature of the contract

Done at GRIMAUD, on 26/08/2026, in two (2) original copies,

On behalf of the Municipality of GRIMAUD, The Town Hall	The beneficiary of the usage guarantee contract
Alain BENEDETTO	**First name SURNAME**

CONTRACT FOR THE PROVISION OF A BERTH INTENDED FOR A PLEASURE CRAFT
(WITH USAGE GUARANTEE CONTRACT)
PORT GRIMAUD • 2026
PART 2/2

Contract number
number

BY AND BETWEEN:

THE MUNICIPALITY OF GRIMAUD, represented by its current Mayor, Mr Alain BENEDETTO, duly authorised for the purposes of these presents agreement by Municipal Council Resolution No. 2026/03/003 dated 25 February 2026,

Hereinafter referred to as "the Municipality"

Party of the first part;

AND:

Mrs. First name SURNAME
Residing at: Address at Town/City (Postcode)
Email: email
Landline: numéro_fixe • Mobile phone: numéro_portable

Duly authorised to sign this contract,

Hereinafter referred to as "the Beneficiary"

Party of the second part;

THIS TRANSLATION IS PROVIDED FOR CONVENIENCE ONLY. THE ORIGINAL FRENCH-LANGUAGE VERSION SHALL PREVAIL AND CONSTITUTES THE LEGALLY BINDING VERSION. ONLY THE FRENCH-LANGUAGE VERSION IS SUBJECT TO SIGNATURE.

PREAMBLE

In accordance with the provisions set forth under Article R.5314-31 of the Transport Code, " *the allocation of berths intended for pleasure craft may not be granted for a period exceeding one year, renewable annually under the conditions laid down by the competent authority [...]* ".

However, pursuant to Article R.5314-34 of the same Code, " *[...] Guarantees for the use of berths or moorings may be granted for a maximum period of 35 years, in return for a contribution towards the financing of structures, buildings or equipment relating to the operation of the port or likely to contribute to its development, and forming part of the public domain of the State or of local authorities and their associations.*

The contract granting the aforementioned right of use must stipulate that the right attached to that guarantee may only be leased through the port operator or with the port operator's consent ".

As part of its Multi-Annual Investment Plan, designed to schedule works to improve safety and bring the marina up to standard, the local authority has decided to offer former leaseholders a 'Guaranteed Use' contract, the term of which has been set at 35 years, in return for the payment of a capitalised fee.

This Usage Guarantee forms an integral part of the contract for the provision of a berth for a pleasure craft, which must also be taken out by the beneficiary and renewed annually.

This is the subject matter of this contract.

IT HAS, THEREFORE, BEEN AGREED AND DECIDED ON THAT WHICH FOLLOWS:

Article 1 - Object of the Contract

The purpose of this contract is to authorise the User to use the body of water with a pleasure craft under the conditions set out below, for the year 2026.

Article 2 – Identification of the berth – Facilities

2.1 - The User is authorised to occupy the following areas on the water:

- berth no.numéro_poste as shown on the attached plan,

☐ located opposite his home and his private jetty adjacent to the lake, situated at adresse_poste ;

or ☐ located in front of a private jetty which is associated with a dwelling belonging to the same co-ownership as the jetty or to one of the three ASLs forming the Port Grimaud property complex, without the said dwelling being adjacent to the water's edge (flat), situated at adresse_poste ;

or ☐ located opposite a public jetty, without the dwelling being adjacent to the body of water, situated atadresse_poste.

(please tick as appropriate)

- with the following dimensions on the water:
  maximum length: Length m
  maximum width: Width m

- comprising the following facilities: détail_installations

2.1 - The User shall, at its own expense and under its sole responsibility, maintain the berth and its facilities.

The User hereby declares that they accept the terms and conditions and obligations relating to the use of the berth, as set out in this contract and in the Special Police and Operating Regulations of the Port Grimaud marina.

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Furthermore, the User undertakes to comply with all decisions taken by the Local Authority and by any authority vested with police powers.

Furthermore, given the layout of the premises, the User undertakes to comply with the provisions of the ASL's Internal Regulations.

Article 3 – Identification of the pleasure craft – Emergency contact details

3.1 - The characteristics of the pleasure craft authorised to berth at the jetty are as follows:

- name: nom_bateau
- registration country: pavillon
- registration number: numéro_immatriculation
- manufacturer: marque
- model: modèle
- year of manufacture: année
- maximum length: longueur] m
- maximum width: largeur m
- draft: tirant m

Note : 'Maximum length and width' refers to the vessel's maximum overall dimensions, including the fore and aft decks, bowsprit, steering gear, etc.

The User shall ensure that their vessel remains within the boundaries of the berth made available to them and does not obstruct free movement on the water.

3.2 - In the event of an emergency, the Local Authority must be able to contact the User or their representative (ideally based in Port Grimaud) using the contact details set out below:

- full name: nom_contact
- Landline: fixe_contact
- Mobile: mobile_contact
- Email: courriel_contact

The Local Authority may intervene or arrange for the relevant services to intervene on the User's vessel should it be in danger due to water or fire, or should it pose a threat to other vessels, adjacent houses or port facilities.

It will inform the User or their representative, as well as the relevant ASL, both before (except in emergencies) and after the intervention.

3.3 - The User undertakes to notify the Local Authority immediately of any changes relating to the vessel's specifications and emergency contact details.

In general, the User undertakes to notify the Local Authority immediately of any incident or damage, of whatever nature, that is likely to cause harm to the port facilities or to the Local Authority's rights as port operator.

Article 4 – Terms and conditions of provision

4.1 – By entering into a Mooring Usage Guarantee contract, which forms an integral part of this contract, the User is guaranteed long-term use of a mooring.

The berth described under Article 2 is for the exclusive use of the User, their family and their beneficiaries, for mooring the vessel as described under Article 3, which they own or have the right to use.

No third party may occupy the berth made available without the prior consent of the contracting parties and in accordance with the conditions set out in the Special Police and Operating Regulations of the Port Grimaud marina, as well as in the Annual Tariff and Services Schedule.

4.2 – Subletting, whether free of charge or for a fee, is strictly prohibited.

However, the occupation of the berthing space by any occupant of the dwelling owned by the User does not constitute subletting.
In other words, in view of their right to use the waterway, the User expressly retains the right to make the berth available to any occupant of their dwelling, provided that the occupant wishes to moor a vessel there in place of the User's own vessel.

However, to ensure that the port authority is expressly informed of any temporary change in the vessel occupying the berth, the User is obliged to report the change of occupancy to the Harbour Master's Office prior to any such change, so that the port authority has all the essential information regarding the moored vessel.

Furthermore, on an exceptional basis, owners of property along the GISCLE who have mooring or berthing spaces on this river may, during the winter months and due to the risk of the river flooding, occupy a vacant berth belonging to a user who holds a valid contract for the provision of a berth, subject to the latter's consent.

Article 5 - Term

5.1 - The provision of the berth designated in Article 2 shall be valid for **the year 2026, from 1 January to midnight on 31 December.**

A policy taken out during the year expires on 31 December of the same year.

This contract must be expressly renewed each year by ordinary post sent by the User to the Local Authority no later than one (1) month before its expiry date. Where applicable, the local authority will inform you of the new fee amount.

5.2 - Upon the expiry of this contract for any reason whatsoever, or in the absence of a new contract being signed, the User shall be required to vacate the berth designated in Article 2.

Failing this, the local authority may claim compensation from the occupant for the period of unauthorised occupation, to make up for the income it could have received from a lawful occupant during that period, calculated on the basis of the daily rate.

The User shall also be required to return the facilities in a well-maintained condition. If necessary, it should carry out or commission all repairs as required.

Failing this, once a period of thirty (30) calendar days has elapsed following the sending of a formal notice by registered post with acknowledgement of receipt which has remained unheeded, the Local Authority may have the said works carried out at the User's expense and risk; the User shall be obliged to reimburse the Local Authority for the full amount of the costs it has incurred.

Article 6 – Fee – amount and payment

6.1 – The provision of the berth designated in Article 2 is subject to the payment of an annual mooring fee (covering occupation, routine maintenance and services), the amount of which is set, for the year 2026, at €20 (including VAT) per m².

The area in square metres (m²) is that of the berth provided (to two decimal places).

equating to a total amount of €montant_redevance_annuelle.

Users are hereby reminded that **this fee is in addition to the capitalised fee provided for in the Usage Guarantee contract, which forms an integral part of this contract and which the User is required to pay separately.**

6.2 – The annual fee is payable in advance and may be refunded on a pro rata basis by the Local Authority if the User, by registered letter with acknowledgement of receipt, cancels the provision of the berth, subject to one (1) month's notice, or if the Local Authority terminates this contract on duly justified grounds of public interest.

It is payable regardless of whether the berth is occupied or not, or whether it is occupied all year round or not.

The fee must be paid in accordance with the following terms, **as chosen by the user when signing the contract** :

☐ either in full within one (1) month of the invoice being issued;

☐ or in three (3) instalments, as set out in the following schedule: A total of 40% by no later than one month after the invoice is issued, 30% by no later than 30 April and 30% by no later than 30 June.

In the event of a delay in the payment of any sum due to the Local Authority under this contract, any sum due shall bear interest at the statutory rate in force at the time, without prejudice to any other rights or remedies.

6.3 – The User shall not be entitled to any reduction in fees, compensation or any other rights whatsoever in the event of repairs, works or other activities carried out by the Local Authority in the interests of the port, regardless of their duration. The Local Authority undertakes, however, to carry out such works in consultation with the User (except in emergencies) and with due diligence.

6.4 – The User undertakes to pay the costs of maintenance, operation and renewal of the berth and its facilities, as well as all taxes, charges, levies and duties for which they are liable (co-ownership charges, property tax, etc.).

In general, the User is required to comply with the port's Tariffs and Services, which are set annually (and are available for public inspection at the Harbour Master's Office).

Article 7 – Documentation to be provided

Upon signature of this contract, the User shall provide the Local Authority with two copies of the following documents, to be attached herewith:

- where applicable, the lease agreement previously entered into with one of the licensees;
- proof of ownership;
- proof of identity (identity card or passport);
- the updated certificate of registration and/or the navigation licence or equivalent document, in particular for vessels flying a foreign flag, in the User's name. Any entries that have not been registered or are no longer up to date shall not be enforceable against the local authority;
- a valid insurance certificate in the User's name.
  This insurance must cover the User, *as a strict minimum*, for the following risks: damage caused to the port's structures and facilities, including environmental damage; damage caused to third parties within the port limits or in the access channels, in particular as a result of fire; salvage and removal of the wreck in the event of a shipwreck within the port limits or in the access channels.
  The Local Authority will be responsible for the general supervision of port facilities, but the User remains solely responsible for the supervision and security of their berth, their facilities and their vessel. Consequently, the Local Authority cannot be held liable for any damage, deterioration or theft caused by third parties to the berth, the facilities or the vessel; users are free to take out additional insurance to cover themselves against such risks.

Article 8 - Assignment

By virtue of its personal nature, this contract may be assigned by the User to the new owner of the property associated with the berthing space, **subject to the prior approval of the local authority**.

A new secondment contract for a dock-based post is then drawn up with the transferee for the remaining period.
Any outstanding amount owed by the selling User must be settled in advance, and the buyer shall reimburse the selling User for the fee on a pro rata basis according to their respective periods of occupation.

The purpose of this authorisation is to ensure the proper management of the body of water and, in particular, to verify that the assignee provides the necessary guarantees to ensure compliance with the provisions of this contract.

The right to use the berth cannot be transferred separately.

Article 9: Termination

9.1 - Regular checks will be carried out by Port Officers to ensure that the User complies with their obligations.

<u>In the event of the User's failure to fulfil any of their obligations</u> (including, but not limited to: **obstructing free movement on the water, failure to pay the fee, subletting, unauthorised transfer of ownership, lack of insurance, loss of ownership, etc.)**, 15 calendar days after the first formal notice has been served by registered letter with acknowledgement of receipt, and where such notice has remained wholly or partly ineffective during that period, this contract may be terminated by the Local Authority by registered letter with acknowledgement of receipt.

Once a period of fifteen (15) calendar days has elapsed following the first service of the notice of termination by registered letter with acknowledgement of receipt, the User and/or any occupant acting on their behalf shall be deemed to be occupying the premises without right or title and shall expose the User or any occupant acting on their behalf, on the one hand, to eviction by court order from the vessel occupying the berth, at the User's expense (the penalty provided for in Article 5 remaining payable in the meantime).

In this case, the local authority is not liable to pay any compensation.

9.2 - Should this contract be terminated by the Local Authority on grounds of duly justified public interest, the Local Authority may be liable to pay compensation, calculated on a pro rata basis and taking into account the expenditure incurred by the User in installing duly authorised facilities and the age of those facilities.

Article 10: Dispute resolution

French law shall be the sole law applicable between the parties.

In the event of a dispute, the parties shall endeavour to settle their disagreement amicably before, if necessary, bringing the matter before the Administrative Court of TOULON.

Done at GRIMAUD, on 26/08/2026, in two (2) original copies,

On behalf of the Municipality of GRIMAUD,	
The Town Hall	The beneficiary,
Alain BENEDETTO	**First name SURNAME**

Appendices:

1. Layout and designation of the berthing space provided
2. Proof of ownership
3. Proof of identity (identity card or passport)
4. An up-to-date certificate of registration in France and/or a navigation licence or equivalent document, in particular for vessels flying a foreign flag
5. Valid insurance certificate
6. Prices and Services for 2026