



« GARANTIE D'USAGE » CONTRACT

CALL FOR APPLICATION 2026

PORT DE PLAISANCE DE GRIMAUD

Article R.5314-34 du Code des Transports

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Marketing date: from 30 March 2026 to 31 December 2026

Courtesy translation; only the original French version is legally binding.

I. Identification of the authority responsible for issuing the “Garantie d’Usage” contract (G.U.)

- **Representative:** Régie communale du port de plaisance de Grimaud
- **Phone:** +33 (0)4 94 94 56 75 10
- **Email:** usager@portdegrimaud.fr

II. Object of the “Garantie d’Usage” contract

In accordance with Article R.5314-34 of the French Transport Code, the City of Grimaud offers, from 30 March 2026 until the deadline of 31 December 2026, and with priority to holders of former Concession-Holder Owners contract, the possibility of subscribing to a “Garantie d’Usage” contract for a period of 35 years. The marketing of these contracts will be carried out during the year 2026 for all users who submit a request to the municipal authority managing the Grimaud marina.

The template “Garantie d’Usage” contract that may be subscribed to can be consulted on the port authority’s website: www.portdegrimaud.fr.

The “Garantie d’Usage” contract grants the holder an exclusive right to occupy the water area for a period of 35 years. The amount of the fee, determined at the beginning of the contract, is payable over a period of up to six years, depending on the option chosen by the holder.

The “Garantie d’Usage” contract allows the holder to opt for the payment of a capitalized fee allocated to the financing of investment expenditures defined in the Multi-Year Investment Plan (PPI), adopted by resolution of the Municipal Council on 25 February 2026, following the opinion of the port council and the holding of public meetings, in order to carry out the works required for the modernization, compliance, and refurbishment of the port facilities.

The Multi-Year Investment Plan (PPI) can be consulted on the port authority’s website www.portdegrimaud.fr heading *Etudes & Concertation*.

This financial contribution entitles the holder of the “Garantie d’Usage” contract to claim, for a period of 35 years, an exclusive right to occupy a public mooring berth located within an area of the public port. However, given the architectural characteristics of Port Grimaud, which are based on the principle of housing designed to face the waterfront with direct access to a mooring, the berth located adjacent to a private quay will be allocated as a priority to the owners of that quay.

However, the “Garantie d’Usage” contract does not confer any real property right to its holder over the allocated berth.

The signing of a “Garantie d’Usage” contract must be accompanied by the signing of an annual water-area occupancy contract specifying the allocated berth and its characteristics.

The template for the annual contract associated with the “Garantie d’Usage” contract can be consulted on the authority’s website (www.portdegrimaud.fr), as well as the fees adopted in 2026 by the public port authority in accordance with the subscribed contracts and the authorized uses.

Together, the G.U. contract and its associated annual contract authorize the occupation of the public domain for a period of 35 years. They allow the holder (their family—ascendants or descendants—and their successors in title) to moor a boat of which they either own the property, have constant and demonstrable use, or manage through a management mandate.

III. Main specification of the “Garantie d’Usage” contract specification

3.1. Port areas concerned by the “Garantie d’Usage” contract:

Map available for consultation at the Harbourmaster’s Office.

3.2. Fee payable as a result of subscribing to a “Garantie d’Usage” contract:

The beneficiary of the G.U. shall pay a fee for services rendered of 425.00€ TTC/m², for the financing of works, buildings, and equipment related to the operation of the port or contributing to its development, including the modernization and rehabilitation of existing buildings in order to adapt the infrastructure to current challenges such as climate change, energy transition, and the reduction of environmental impact.

The surface area in square meters used to calculate the amount of the fee is that of the mooring berth.

The fee is capitalized. It may be paid in instalments over a maximum period of six consecutive years, at a rate of one-sixth per year. It is payable at the beginning of each period.

3.3. Subletting:

The “Garantie d’Usage” for a mooring berth may be sublet under the conditions set out in Article R.5314-34 of the French Transport Code: ‘the contract granting the above-mentioned right of use must provide that the right attached to this guarantee may only be leased through the port manager or with their approval.’

These specific provisions are included in the draft annual contract that users applying for a “Garantie d’Usage” contract may consult on the website of the marina authority.

3.4. Length of the “Garantie d’Usage” contract:

35 years, starting 1 March 2026.

IV. Documents to provide

To confirm their application for the signing of a “Garantie d’Usage” contract, the applicant must inform the port authority at the following email address: usager@portdegrimaud.fr, with acknowledgment of receipt, indicating ‘GU 2026’ as the subject line, or by appointment, and provide the following documents:

- Former Concession-Holder Owner contract;
- Proof of identity (ID card or passport);
- Ownership certificate;
- The form appended to this notice, duly filled in.

The authority reserves the right to invite applicants who have submitted an incomplete file to rectify it if any documents are missing, unsatisfactory, or incomplete.

V. Terms and procedures for submitting subscription applications for a “Garantie d’Usage” contract

Applicants must submit their application for subscription to an G.U. contract to the following email address: usager@portdegrimaud.fr, with an acknowledgment of receipt, before 31 December 2026 at 12:00 p.m.

The email must include the following subject line: ‘**GU 2026**’.

Applications may also be submitted by appointment requested from the port authority or by email at the following address: usager@portdegrimaud.fr.

Applications will be recorded chronologically based on the date on which they are received, whether by email or by appointment.

Applications received after the date and time specified in Section VI of this notice will be rejected.

VI. Deadline for receipt of applications

31 December 2026, 12:00 p.m., strict deadline.

VII. Further information

To obtain further information regarding the practical, administrative, and pricing conditions of occupancy, interested users must contact the port authority:

- by email: usager@portdegrimaud.fr,

- by phone: +33 (0)4 94 56 75 10,
- by appointment:

Annex to the Harbour Master's Office – Office for boat owners
22 Place François Spoerry • Port Grimaud 2
Monday to Friday, 9.00 am to 12.30 pm and 1.30 pm to 5.00 pm

All correspondence must include the following subject line: 'GU 2026'.



PORT DE PLAISANCE DE GRIMAUD « GARANTIE D'USAGE » CONTRACT

Form to fill out

Candidate information

Private individual:

Mrs / Mr

Company or Joint Ownership:

Legal representative: Mrs / Mr

Address:

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Zip code: City:

E-mail:

Phone:

Fee

The beneficiary of the "Garantie d'Usage" undertakes to pay a **fee for services rendered** of **€425.00 incl. tax /m²**, for the financing of works, buildings, and equipment related to the operation of the port or contributing to its development, including the modernization and rehabilitation of existing buildings in order to adapt the infrastructure to current challenges such as climate change, energy transition, and the reduction of environmental impact.

The surface area in m² used to calculate the amount of the fee is that of the berth, as determined by a licensed land surveyor. It will be used by the Harbourmaster's Office when drafting the contracts.

The fee is capitalized. It may be paid for in installments over a maximum period of six consecutive years, at a rate of one-sixth per year. It is payable at the beginning of each period.

Number of instalments selected by the applicant:

- 1 2 3 4 5 6

The "Garantie d'Usage" is inseparable from a berth allocation agreement for a pleasure boat, which the applicant shall subscribe to and which will be **renewed each year**. This agreement is subject to the payment of an annual mooring fee (including occupancy, routine maintenance, and services), the amount of which is set, for the year 2026, at €20 incl. tax/m².

This subscription constitutes the establishment of "Garantie d'Usage" contract and the berth allocation agreement with "Garantie d'Usage" for the year 2026.

> The amounts of the fees will be communicated to the applicant when the contracts are drafted.

Boat identification

The specifications of the pleasure boat intended to occupy the berth are as follows:

- name:
- flag state: • registration:
- shipbuilder:
- vessel model: • year built:
- overall length max.: m • width max.: m • draft: m

N.B.: by maximum length and width, this refers to the vessel's maximum overall dimensions, including bow and stern pulpits, bowsprit, steering gear, etc.

Emergency contact

Person representing the applicant to be contacted in case of emergency if the holder cannot be reached:

- Name and Surname:
- address:
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- phone:
- email: