



SUPERYACHT PROGRAM

AMERICA'S
CUP

Booking Form

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The Fastest Boats.**

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Photo by Marc Paris

and confirming the award of the super yacht package to the Applicant, including the right for the Applicant to berth the Yacht for the agreed period at the allocated berthing location as stated in the Confirmation Letter on and subject to the terms of the Agreement including these Terms and Conditions. The Confirmation Letter shall confirm the allocated location of the berthing, the berthing period, the super yacht package fee payable by the Applicant, the payment terms for such fee and other relevant details.

2.3 ACEA reserves the right, in each case at any time and in its absolute discretion, to change the allocated berthing location, to accept or reject any Application, to require any Applicant to resubmit its Application (in an amended form, as applicable) in the event that such Application fails to meet any or all of the desired criteria or requirements, to pursue negotiations with any number of Applicants and/or to withdraw from negotiations with any Applicant at any time.

3. SUPER YACHT PACKAGE AGREEMENT

3.1 Subject to the issue by ACEA of a Confirmation Letter to the Applicant, ACEA awards the super yacht package and grants permission to the Applicant to berth the Yacht at the berthing location specified in the Confirmation Letter during the period specified in the Confirmation Letter, on and subject to the terms of the Agreement including these Terms and Conditions.

3.2 The Agreement is personal to the Applicant and is valid only for the Yacht. The Agreement may not be assigned, nor used for or put at the disposal of any alternative yacht, boat or vessel, without the express prior written approval of ACEA (such approval to be at ACEA's absolute discretion).

3.3 The Applicant acknowledges that ACEA has made no representations or warranties concerning the condition of the designated berthing area and, by entering the berthing area, the Applicant acknowledges the condition of the same and shall be deemed to have accepted it in its "as is" condition and as being suitable for the berthing of the Yacht.

3.4 Granting of accreditation passes to access any part of the Venue shall be subject to signature of an accreditation form by each person seeking accreditation, which shall include an undertaking to comply at all times with the applicable accreditation terms and conditions. The Applicant shall be responsible for having such accreditation form signed by each person receiving an accreditation pass and giving the signed forms to ACEA.

3.5 Any additional requests by the Applicant for exclusive hospitality passes, concierge services, accreditation flags for access for additional yacht(s), boat(s) or vessel(s) to the perimeter of the race course and/or for other VIP privileges for the Applicant, the captain, crew and/or guests aboard the Yacht shall be made by or on behalf of the Applicant separately to ACEA.

4. SUPER YACHT PACKAGE FEE

4.1 The Applicant shall pay to ACEA the total super yacht package fee set out in the Confirmation Letter on the payment terms provided for therein. The super yacht package fee is non-refundable and no refund or adjustment of the same shall be made in the event of cancellation of the super yacht package by the Applicant. The super yacht package fee shall remain due and payable in full.

4.2 The super yacht package fee is expressed as a net amount and shall be paid exclusive of any withholdings or deductions for tax or other charges. If any withholdings or deductions for tax or other charges are properly payable by the Applicant in relation to the super yacht package fee, then the amount of the super yacht package fee shall be increased (grossed-up) by such amount as will lead to the agreed net total amount of the super yacht package fee specified in the Confirmation Letter being received by ACEA.

4.3 Fees and costs for services and supplies which are not included in the super yacht package fee and which are payable to ACEA or directly to the providers of the services or supplies shall be paid in accordance with the payment terms specified in each case, provided always that full payment must be made by or on behalf of the

Applicant before the departure of the Yacht from the Venue at the end of the agreed berthing period.

5. YACHT OPERATION

5.1 The Agreement is subject to and conditioned upon the Applicant maintaining at all times: (a) a valid and current U.S. Coast Guard Certificate of Inspection for the Yacht; and (b) any and all other legal, regulatory and/or licensing requirements as required by Applicable Laws.

5.2 The Applicant shall (and shall procure that the captain, the crew and all guests of the Yacht at any time shall), at their sole cost and expense, comply at all times when in or about the agreed berthing area and the Venue during the term of the Agreement with all Applicable Laws and with any and all lawful and reasonable directions, instructions, rules, regulations, guidelines, policies and procedures of ACEA, ACRM, the U.S. Coast Guard, the local harbor master(s) or any other person or organisation authorised by ACEA and/or ACRM as notified to the Applicant from time to time by ACEA.

5.3 Without prejudice to the generality of the foregoing, the Applicant acknowledges that the policing of the race course perimeter before, during and after racing comprising part of the 34th America's Cup is an important function which ACEA has vested in ACRM, in conjunction with relevant local authorities including but not limited to the local harbor master(s) and the U.S. Coast Guard. The Applicant agrees to ensure that the captain and crew of the Yacht comply with any and all lawful and reasonable instructions and directions of ACEA and/or ACRM in this regard.

6. SERVICES AND UTILITIES

6.1 The Applicant shall be responsible for ensuring that the Yacht's utility connections are compatible with the local berthing facilities at the Venue. Water and electricity charges will be the responsibility and cost of the Applicant.

6.2 The Applicant undertakes to ensure that the Yacht shall be maintained in a good, clean and seaworthy condition during the term of the Agreement. Minor repair work may only be carried

out whilst the Yacht is berthed at the Venue with the prior written approval of ACEA (in its absolute discretion).

7. PROHIBITED ACTIVITIES

7.1 The Applicant shall use the agreed berthing area at the Venue solely for activities and uses permitted by ACEA and/or ACRM and for no other purpose. Without prejudice to the remainder of this section 7, and unless expressly permitted in writing by ACEA in advance, the following are prohibited in or about the Venue (or surrounding or adjacent property) and/or race course: waste emissions; nuisance or unreasonable annoyance to the owners or occupiers of adjacent areas / facilities; any action or inaction that could damage to or interference with use by third parties of the berthing area or surrounding or adjacent property; the offering or delivery of any corporate hospitality or similar functions on board the Yacht; any action or inaction that could affect or cause cancellation of any insurance policy required under the Agreement; any publicity or activity, whether commercial or not, not authorised by ACEA which (in the reasonable opinion of ACEA) associates the Yacht with ACEA or the America's Cup or exploits the publicity or goodwill of ACEA or the America's Cup or has the effect of diminishing the status of any Commercial Partner or which conflicts with the interests of, or competes with the image of, ACEA and/or its Commercial Partners; and/or any other action or inaction prohibited by ACEA from time to time (acting reasonably).

7.2 Photography, video and audio recording within or about the Venue and/or race course, including but not limited to photographing and/or recording from the Yacht, shall be strictly for private purposes only. Photographs and/or recordings must not be used for any broadcasting, media or publication or for any other commercial purpose whatsoever. Without prejudice to the foregoing, except with the prior written consent of ACEA, no professional film crew or photographer(s) shall be authorised on board the Yacht with their equipment within or about the Venue and/or race course.

7.3 Except for the normal manufacturer's mark, the place of registrations and the normal name of the Yacht (each as set out in the Application Form), the Applicant shall ensure that no advertisement, notice, commercial signage or other branding is visible on the Yacht from the outside (or on the uniforms or clothing of the captain, crew or guests of the Yacht) at any time whilst the Yacht is in or about the Venue and/or the race course, without ACEA's prior written consent.

7.4 ACEA may impose sanctions against the Applicant for the non-observance or breach by the Applicant, the captain, the crew and/or any guests of the Yacht of any of the prohibited activities referenced above and/or any of the Applicable Laws and/or other directions, instructions, rules, regulations, guidelines, policies and/or procedures referred in these Terms and Conditions.

8. DAMAGE

8.1 The Applicant shall be responsible for any and all damage, other than normal wear and tear, incurred while the Yacht is on or about the Venue and/or the race course which arises at any time out of or in connection with the actions or inactions of the Applicant, the captain or crew or guests of the Yacht or which arises from the Yacht's presence in or about the Venue. ACEA may, in its sole and absolute discretion, elect to repair the same itself or require the Applicant to have the same repaired, all at the Applicant's sole cost and expense.

9. WARRANTIES

9.1 The Applicant accepts and agrees, for and on behalf of the Applicant, the captain, the crew and all guests on the Yacht at any time whilst it is in or about the Venue and/or the race course, that ACEA and its nominees and its or their licensees (including, without limitation, its appointed broadcasters and other media) may film and photograph each of them and use footage and photographs as well as their name, image, likeness and voice in any and all media as part

of broadcasts of the America's Cup and in other programmes about the America's Cup and for other promotional purposes both during and after the term of the Agreement.

9.2 The Applicant shall not, and shall procure that the captain, the crew and all guests on the Yacht shall not, at any time whether during or after the term of the Agreement, make any statement or do any act which, in the reasonable opinion of ACEA, is or may be prejudicial to the reputation of or which does or may bring into disrepute the reputation of the America's Cup and/or any of ACEA, any team that at any time has competed in the whole or any part of the America's Cup, any event or events forming part of the 34th America's Cup and/or any commercial partner(s) of any of the foregoing.

10. INSURANCES AND CERTIFICATE OF REGISTRY

10.1 The Applicant shall maintain throughout the term of the Berthing Package Agreement, at its sole cost and expense, insurance in a form and with coverage acceptable to ACEA as follows: (a) comprehensive or commercial general liability insurance with limits not less than US\$1 million each occurrence and US\$5 million annual aggregate; (b) workers' compensation insurance in statutory amounts and employers' liability coverage in an amount not less than US\$1 million, and (if applicable) Jones Act coverage with at least US\$1 million in limits and/or U.S. Longshore and Harborworkers Act coverage with statutory limits covering all crew on the Yacht; (c) business automobile liability insurance with limits not less than US\$1 million each occurrence combined single limit covering owned, non-owned and hired vehicles, as applicable; and (d) such other insurance as required by Applicable Laws.

10.2 Liability policies shall be endorsed to name the Indemnified Parties (as defined below) as additional insureds and the Applicant shall obtain a waiver of subrogation in favour of the Indemnified Parties. The Applicant shall provide all details of such insurance to

ACEA, including certified copies of all policy documentation and evidence of payment of any and all premiums, together with a copy of a valid and current Certificate of Registry for the Yacht, upon returning the completed application form, or immediately upon request by ACEA. The Applicant undertakes and warrants that it shall not do anything or omit to do anything that may affect the validity and/or compromise the applicability of any such insurance cover and/or the Certificate of Registry during the term of the Berthing Package Agreement.

11. INDEMNITY

11.1 The Applicant shall indemnify, protect, defend, and hold harmless each of ACEA, ACRM, the City and County of San Francisco, the San Francisco Port Commission, the San Francisco America's Cup Organizing Committee and their respective officers, directors, employees, agents and contractors (collectively, the "Indemnified Parties") from and against any and all liabilities, injuries, losses, costs, claims, judgments, settlements, damages, liens, fines, penalties and expenses, including without limitation, direct and vicarious liability of any kind, including attorneys' and consultants' fees, court costs, investigation and remediation costs, all other reasonable costs and expenses incurred by the Indemnified Parties (collectively, "Claims") arising directly or indirectly out of: (a) any injury to or death of any person or damage to or destruction of any property occurring in, on or about the agreed berthing area and/or the Yacht; (b) any failure by the Applicant in the observance or performance of any of the terms, covenants or conditions of the Agreement; or (c) the use, occupancy or condition of the agreed berthing area and/or the Yacht or the activities thereon. This indemnity shall be enforceable regardless of the active or passive negligence of any of the Indemnified Parties, and regardless of whether liability without fault is imposed or sought to be imposed on any of the Indemnified Parties. This indemnity includes all Claims, loss predicated in whole or in part, upon active or passive negligence of any of the Indemnified Parties. This indemnity shall exclude Claims resulting solely

and exclusively from the willful misconduct of the Indemnified Parties which is not contributed to by any act of, or by any omission to perform some duty imposed by Applicable Law or agreement on the Applicant or its agents or invitees.

11.2 The Applicant hereby waives any and all Claims against the Indemnified Parties, and agrees to indemnify, protect, defend, and hold harmless the Indemnified Parties from any Claims for damages to goods, wares, goodwill, merchandise, equipment, business opportunities and persons in, upon or about the agreed berthing area and/or the Yacht for any cause arising at any time, including without limitation all Claims arising from the joint or concurrent, active or passive, negligence of the Indemnified Parties, but excluding any intentionally harmful acts committed solely by the Indemnified Parties.

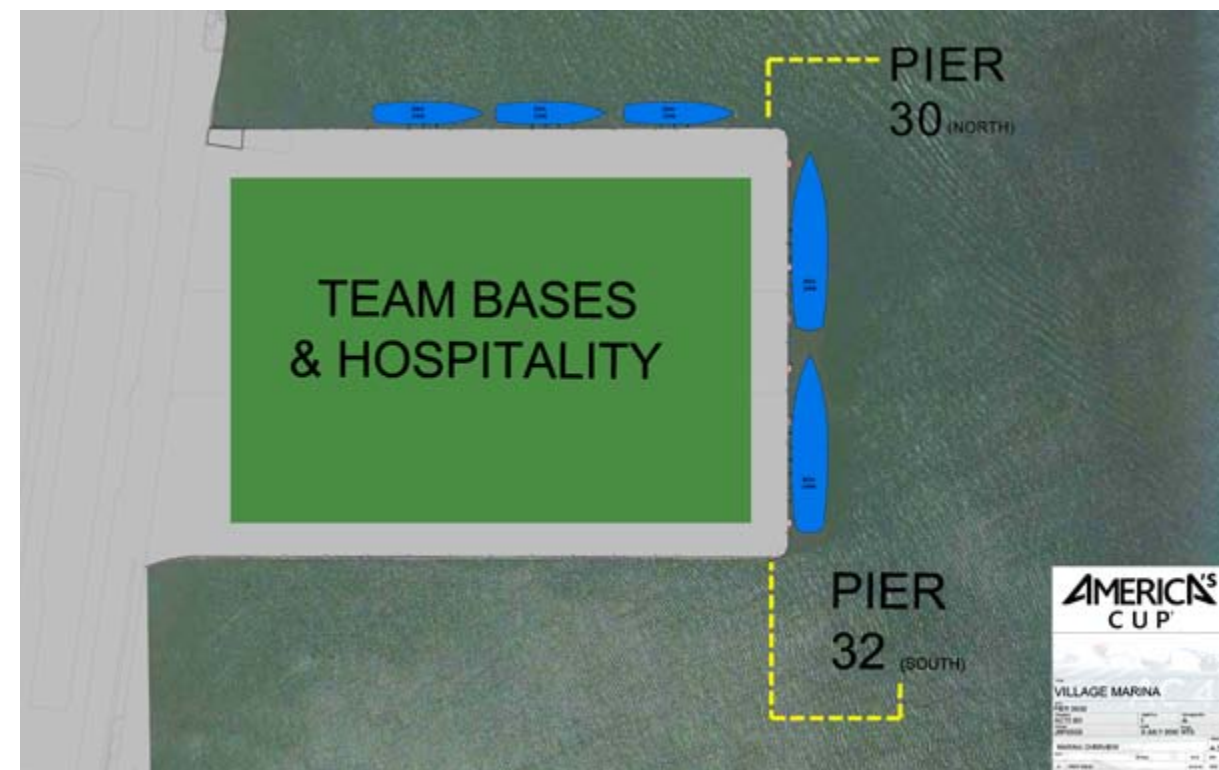
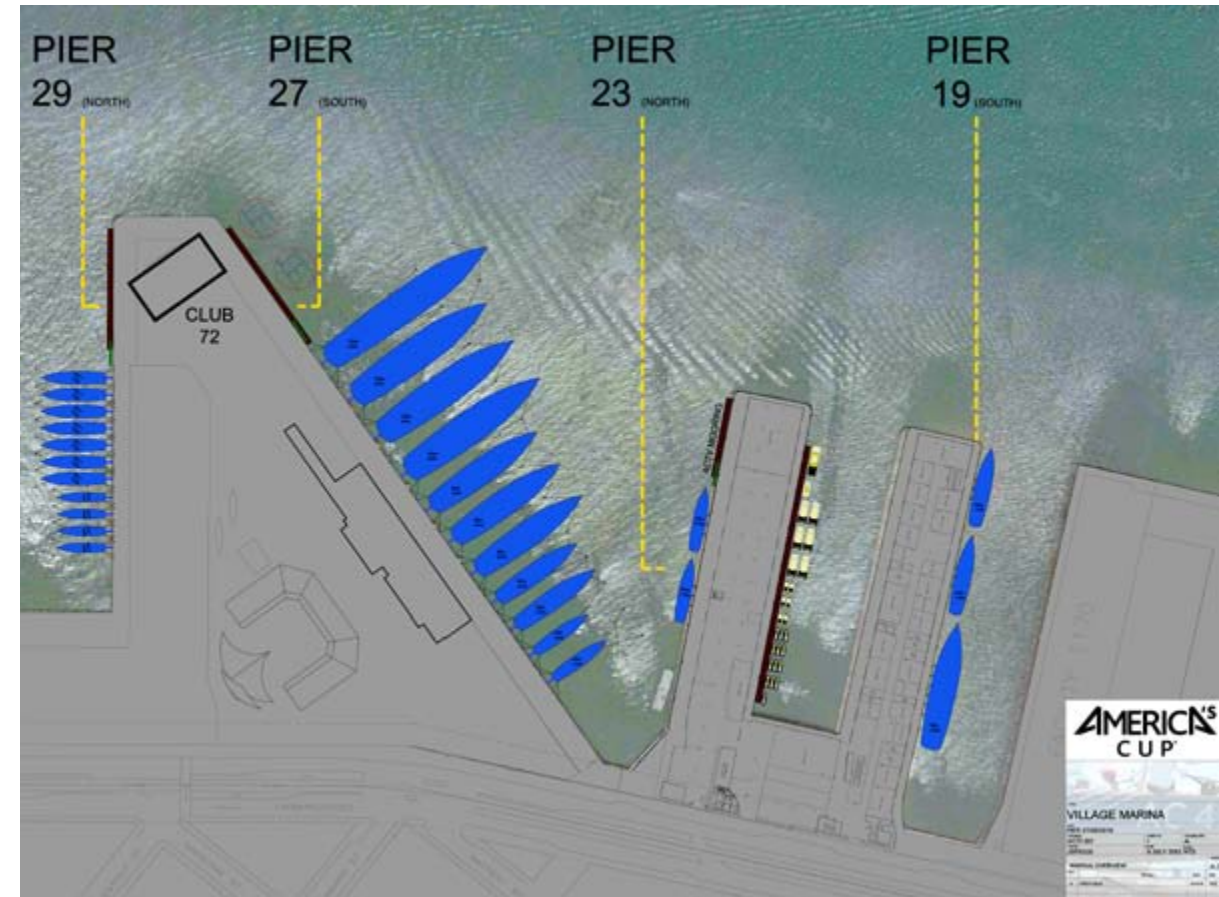
12. FORCE MAJEURE

12.1 If any party is totally or partially prevented from performing any of its obligations under these Terms and Conditions as a result of an Event of Force Majeure (as defined below), it shall promptly serve written notice on the other party specifying the matter(s) constituting the Event of Force Majeure and providing the other party with its best estimate of the likely extent and duration of the Event of Force Majeure. The party prevented from performing its obligations under these Terms and Conditions by the Event of Force Majeure shall be excused performance of such obligations from the date of such notice for so long as the Event of Force Majeure shall continue provided that: (a) such party, throughout the duration of the Event of Force Majeure, shall take all reasonable steps to mitigate the effects of the Event of Force Majeure; and (b) upon cessation of the Event of Force Majeure, the party affected shall promptly serve notice in writing on the other party of such cessation.

12.2 If performance by a party of its obligations under these Terms and Conditions is only partially affected by an Event of Force Majeure, such party shall at the sole option of



Images courtesy of Google Earth



Super Yacht Pricing Matrix

Package Prices

LOUIS VUITTON CUP ROUND ROBIN

July 1 - August 4
(35 days)

LOUIS VUITTON CUP SEMI FINAL AND LOUIS VUITTON CUP FINAL*

August 6 - August 30
(25 days)

AMERICA'S CUP MATCH**

Red Bull Youth America's Cup and Super Yacht Regatta

September 1 - September 23
(23 days)

Pier 27 South
Stern Tie

All Other Piers
Side Tie/Stern Tie

Pier 27 South
Stern Tie

All Other Piers
Side Tie/Stern Tie

Pier 27 South
Stern Tie

All Other Piers
Side Tie/Stern Tie

Yacht Size	\$000's	\$000's	\$000's	\$000's	\$000's	\$000's	\$000's	Yacht Size
Up to 30m	36	30	54	45	72	60	Up to 30m	
30m - 40m	42	35	60	50	78	65	30m - 40m	
40m - 50m	60	50	72	60	84	70	40m - 50m	
50m- 60m	78	65	90	75	96	80	50m- 60m	
60m - 70m	84	70	96	80	108	90	60m - 70m	
70m - 80m	96	80	108	90	120	100	70m - 80m	
80m- 100m	114	95	132	110	156	130	80m- 100m	
100m+	132	110	150	125	192	160	100m+	

* Louis Vuitton Cup Final may end before August 30. Berth will be available until August 30

** America's Cup Match may end before September 23. Berth will be available until September 23

Super Yacht Pricing Matrix

Package Prices Continued

DISCOUNTS

10% for buying Louis Vuitton Cup Semi /Louis Vuitton Cup Final and America's Cup Match
 15% for Buying all Three Sessions

All Sessions Purchased

Pier 27 South Stern Tie All Other Piers Side Tie/Stern Tie

Louis Vuitton Cup Semi & Final and America's Cup Match

Pier 27 South Stern Tie All Other Piers Side Tie/Stern Tie

Yacht Size	\$000's	\$000's	\$000's	\$000's
Up to 30m	137.7	114.75	113.4	94.5
30m - 40m	153	127.5	124.2	103.5
40m - 50m	183.6	153	140.4	117
50m- 60m	224.4	187	167.4	139.5
60m - 70m	244.8	204	183.6	153
70m - 80m	275.4	229.5	205.2	171
80m- 100m	341.7	284.75	259.2	216
100m+	402.9	335.75	307.8	256.5





FOR ENQUIRIES TO ATTEND ANY OF THE AMERICA'S CUP EVENTS PLEASE CONTACT:

SUPERYACHTS@AMERICASCUP.COM

www.americascup.com