

## Varadero Aruba Marina and Boatyard

### Rules & Regulations

#### Purpose and Scope

The Rules & Regulations is a document made by Varadero Caribe N.V. (“Company” or “Varadero Aruba”). These Rules & Regulations apply to all and each user including vessel owners, their guests, contractors, and visitors to the facility of Varadero Aruba.

The purpose of these Rules & Regulations is to ensure the safe, orderly, and environmentally responsible operation of **Varadero Aruba**. They are designed to protect the property of all users, the facility itself, and the surrounding marine environment. By using the facilities of **Varadero Aruba**, you automatically agree to abide by these regulations. A copy of these Rules & Regulations shall, insofar as reasonably possible, be provided to all users and shall be made public by being displayed at the Varadero Aruba facility and/or on the website of Varadero Aruba. These Rules & Regulations form an integral part of any agreement or service contract concluded with These Regulations form an integral part of any berth agreement, storage agreement or service contract concluded with Varadero Aruba.

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#### I. Definitions

For the purposes of these Rules & Regulations, the following terms shall have the meanings set out below:

1. **Boatyard:** the yard and associated facilities designated for repair, maintenance, storage, lifting and launching of vessels.
2. **Marina:** the harbor, basins, pontoons, quays, facilities, buildings, parking areas and grounds operated by Varadero Aruba.
3. **Owner:** owner of a vessel located at the Varadero Marina and/or Boatyard.
4. **User:** the owner, charterer, skipper, crew member, guests, contractors, visitors or any person using the Marina or Boatyard.
5. **Varadero Aruba:** the legal entity operating the Marina and Boatyard.
6. **Vessel:** any seagoing or inland watercraft, including all equipment, tenders, engines, rigging, and appurtenances.

#### II. General Rules & Safety

1. **Compliance with Laws:** All users must follow all local laws, ordinances, and regulations, including those related to boating, safety, and environmental protection.

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2. **Right of Refusal:** Varadero Aruba reserves the right to refuse service, dockage, or storage to any vessel or individual, or to require the removal of any vessel, for any reason considered in the best interest of the Marina/Boatyard and its users.
3. **Conduct:** All people must conduct themselves in a considerate manner, ensuring they do not disturb other users or create a nuisance. Disorderly conduct, excessive noise, or any activity that may endanger others or property is strictly prohibited.
4. **Children:** Children must be always supervised by an adult, especially on docks, piers, and in the boatyard. Life jackets are strongly recommended for children on docks.
5. **Swimming:** Swimming or diving in the Marina waters is strictly prohibited.
6. **Fishing:** Fishing from the docks must be pre-approved by Varadero Aruba i.e. the Marina Office. Fishermen must clean the docks behind themselves.
7. **Noise:** Noise shall be kept at a minimum at all times. Patrons shall use discretion when operating engines, generators, radios and television sets so as not to create a nuisance or disturbance to others. Socializing aboard the vessels or in the community area of the Marina must not cause a disturbance to other dock users at any time.

Loud music is strictly prohibited from 10 pm to 6 am and failure to comply may result in the police being called.

8. **Pets:** Pets must be always kept on a leash while on Marina/Boatyard property and are not permitted in designated restricted areas. Owners are responsible for immediately cleaning up after their pets. Owners are responsible for the safety of their pets.
9. **Parking:** Owners are allowed to use a parking space for access to the vessel. Long-term parking must be cleared with the Marina office prior to leaving for any period past overnight. Trailers with/without boats may not be parked on Marina grounds. Varadero reserves the full right to remove any vehicle or trailer not cleared for parking at the owner's expense. Varadero will not be held responsible for any damage done to vehicles while in the parking lot.

Parking is strictly prohibited in front of the slipway adjacent to the restaurant.

10. **Live-aboard:** No owner shall, nor permit any other to, live aboard their vessel while docked or on the boatyard without the prior written consent of Varadero Aruba.
11. **Charters or Commercial activities:** No charter or commercial activities are allowed without prior, written, authorization from Varadero Aruba i.e. the Marina Office.

Charter companies must provide Marina Office with a copy of their proper license(s) (Article 18 of the relevant state ordinance) issued by the Government of Aruba.

The Marina reserves the right to prevent charters' clients from boarding the boat(s) in case of no respect of the above.

The Marina reserves the right to apply different types of fees and/or terms and conditions for charter and commercial activities.

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12. **Personal Property:** Varadero Aruba is not responsible for any loss, damage, or theft of personal property or vessels. Users are encouraged to secure their belongings and carry proper insurance.
13. **Smoking:** Smoking is prohibited in fuel dock areas, enclosed buildings, and within 50 feet of fuel storage or transfer operations. Disposal of cigarette butts must be in designated receptacles only.
14. **Firearms & Weapons:** The open display or discharge of firearms or dangerous weapons is strictly prohibited on Marina/Boatyard property.
15. **Photography/Videography:** Commercial photography or videography on Marina/Boatyard property requires prior written permission from Varadero Aruba management.
16. **Checking out:** Guests checking out of the Marina shall report to the Marina office and settle their account prior to departure. Owners shall notify the Marina office and pay all invoices owed prior to removing their boat permanently from Varadero.
17. **Subleasing:** Tenant shall not allow any vessel other than his own to occupy the slip/space granted him under the terms of this agreement, nor shall tenant occupy any other slip/space without the express consent of The Marina office. Dinghies and Tenders will not occupy an additional slip without express written consent from the Marina office.
18. **Extended cruises:** Owners of vessels leaving for an extended period are required to notify in writing to the Marina office prior to departing. The slip may be held until return by paying monthly rental. Varadero Aruba Management reserves the right to use/rent all slips/spaces when vacant. Transient vessels occupying an absent Owner's slip/space are required to move said transient vessel to another open slip/space immediately upon notice by Varadero.
19. **Delinquent accounts:** In the event the slip/space fees or other Varadero Aruba charges have not been paid within thirty (30) days after the same shall become due, Varadero Aruba shall, at its sole option, have the right to change the rate from monthly to daily rate and all storage charges thereafter shall bear interest at the highest legal rate. Varadero Aruba shall, at its sole option, have the right to suspend and disconnect customers from the usage of water and electricity, without prejudice to any other rights and remedies. Varadero Aruba also reserves the right to haul out the vessel and place it in storage for guarantee purposes. After ninety (90) days of non-payment of amounts due, Varadero Aruba will take necessary legal steps to collect said amounts due plus reasonable collection expenses and fifteen percent (%15) extra-judicial charge shall also be applicable.

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#### III. Vessel Operations

1. **Speed Limit:** A strict **no-wake speed limit** (5 knots or lower speed) is enforced within the Marina basin and approach channels.
2. **Right of Way:** Vessels entering or exiting the Marina basin must observe proper navigation rules and show courtesy to other vessels.
3. **Docking & Mooring:**
  - Vessels must be properly secured with adequate lines and fenders. Owners are fully responsible in case their vessel breaks their lines and damages another boat or the docks.
  - Owners are also responsible in case their boat or activities damages the Marina's docks.
  - The use of chains tied to the cleats is strictly prohibited. Chains damage Marina's docks. Only ropes may be used to go from the boat to the dock.
  - No lines or equipment shall obstruct walkways or adjacent slips. Vessel names and registration numbers must be clearly visible.
  - Vessels must not extend beyond the length of their assigned slip.
  - Vessel's topsides must be kept in a ship-shape condition at all times and no laundry, towels, bathing suits or other such items shall be hung on boats, piers or docks at any time.
  - No "For Sale" signs or other signs shall be placed on the vessel or vessel slip/space without prior written authorization from the Marina office. Varadero Aruba reserves the right to remove any non-approved sign from the vessel or slip/space without notice to the Owner.
  - Similarly, the Owner shall not affix or attach by screw, nails, bolts, or any other object, any article, fixture, camera or equipment to the piers, docks, seawall or structures without prior written permission from the Marina office. Advertising of, or soliciting for, the sale or lease of the vessel, appurtenances, or property of whatever type shall not be permitted on any vessel nor shall the Varadero Aruba address be used for personal or business purposes without the prior written authorization from the Marina office.

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#### 4. Fueling:

- Fueling is strictly forbidden on the docks; owners or their boats operators must use the Marina's Fuel Dock.
- No smoking or open flames are allowed during fueling operations.

#### 5. Dinghy/Tender Storage: Dinghy/tenders must be stored either aboard the primary vessel or in designated dinghy areas. They may not obstruct walkways or other vessels.

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### IV. Marina & Boatyard Usage (Maintenance, Repairs, Storage)

#### 1. Authorized Work:

- Minor repairs and maintenance that do not generate significant noise, dust, or pollution are generally permitted to vessel owners.
- Major repairs, fiberglass work, painting, sanding, welding, or engine overhauls are strictly forbidden at the Marina's docks. All such work must be carried out in the Boatyard, requiring prior approval from Marina/Boatyard management.
- **Rigging and Mast Operations:** Due to severe safety risks, all mast removals, installations (stepping), and standing rigging work must be performed exclusively by Varadero Aruba approved riggers. Vessel owners and "do-it-yourselfers" are strictly prohibited from performing any work involving the removal or tensioning of masts and standing rigging in the Boatyard or Marina. Any unauthorized rigging work found in progress will be stopped immediately and Varadero Aruba reserves the right to take appropriate action in response to any violation of these Rules.

#### 2. Outside Contractors: No outside labor or independent contractor's work is allowed unless prior written permission is obtained from the Marina office. All outside labor must sign in at the Varadero Aruba, Marina office. Prior to commencement of work all outside labor or independent contractors shall provide proof of general liability insurance and proof of workers compensation insurance to the full satisfaction of Varadero Aruba. Varadero Aruba reserves the right to stop any contractor or "do it yourselfer" from working within the Marina and Boatyard. As customary, Boatowner will be charged a **3rd party contractor's commission**, based on the 3rd party final invoice.

#### 3. Boatyard Usage:

- Follow all instructions from Boatyard staff on vessel movement, blocking, and shoring.

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- No unauthorized lifting or moving of vessels.
- All work areas must be kept clean and free of debris.

#### 4. Power & Water:

- Hoses and power cords must be in good condition and not create trip hazards.  
Do not leave water hoses running unattended. Conserve water. When not in use, water hoses must be neatly folded to the pedestal, not left on the dock.
- Do not overload electrical circuits. Use only marine-grade cords.
- The Marina/Boatyard provides pedestals with receptacles, usually at the US standard (110v or 220v – 60Hz). 30-50-100 Amp Owners must provide the matching adapter to plug their boats.
- No tampering with the Marina's electrical pedestals.
- In case of power loss, please advise Marina's office immediately. Do not try to fix the issue yourself. Do not move your electrical connection to another outlet without Varadero Aruba's prior approval or face penalties.
- Varadero Aruba shall not be held responsible for electric interruption or outages or the results or damage there from or any damages as a result of not following the Rules & Regulations.

#### 5. Storage:

- Storage of equipment, gear, or personal items on docks, piers, or walkways is prohibited.
- Only one white storage box is allowed per boat. Please contact the Marina Office to get a list of acceptable boxes. The installation of your box must be pre-approved and supervised by the Marina Office.
- Any other items left on the docks will be removed by Marina/Boatyard staff at the owner's expense.

#### 6. Marina and Boatyard work hours:

- Marina Office and Boatyard hours:
  1. Monday – Friday: 8 am – 5 pm
  2. Saturday: 8 am – 1 pm
  3. Sunday: closed
  4. Emergency numbers:

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Marina: +297 594 5686

Boatyard: +297 594 5683

#### 7. Who Does What, call the right person:

- **Judith**, takes care of all administrative tasks, you go to her to get travel documents, organize the shipping of parts, book a car rental, service your laundry. Email: [admin@varaderoaruba.com](mailto:admin@varaderoaruba.com)
  
- **Regina**, takes care of all financial tasks, she will create your invoices and you will go to her to pay them. Email: [regina@varaderoaruba.com](mailto:regina@varaderoaruba.com)
  
- **Rishi**, is our BoatYard Manager. He is the only one qualified to discuss technical repairs or work on your vessel. All quotes MUST be requested in writing, by email. Please do not call or text. Email: [rishi@varaderoaruba.com](mailto:rishi@varaderoaruba.com)
  
- **Alfred**, is our acting Boat Store Manager.  
Our shop sits across the road from the Marina: DeepWater Marine. You may contact him in advance for parts you need.  
Email: [alfred@varaderoaruba.com](mailto:alfred@varaderoaruba.com)
  
- **Capt. Paul**, is our Reservations Manager. He is the one to contact to plan your boat's arrival to Aruba, your Haul-out and launch. If you made a wet berth reservation, Capt. Paul will guide you. Do not call him for anything technical, that's not his field. Capt. Paul is also in charge of our Brokerage department. So, if you are considering selling your awesome boat in a safe environment, contact him. Email: [booking@varaderoaruba.com](mailto:booking@varaderoaruba.com)

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#### IV. Environmental Protection & Waste Management

##### 1. Pollution Prevention:

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- **No discharge** of sewage, oil, fuel, antifreeze, chemicals or any other pollutants into the water or on the premises of Varadero Aruba, unless it is specifically designated as such a discharge area.
- Spills of any kind, on land or water, must be reported at once to Varadero Aruba Marina/Boatyard management for proper containment and cleanup.
- Prevent all drips or leaks from your vessel. Place absorbent pads under engines or wherever spills may occur.

#### **2. Waste Disposal:**

Dispose of all trash, recycling, and hazardous waste in designated receptacles.

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- **Hazardous Waste:** Oils, fuels, paints, solvents, batteries, and/or antifreeze must be disposed of at designated hazardous waste collection points or removed from the premises by the owner. Do not place hazardous waste in general trash bins.
  - **Fish Cleaning:** Cleaning of fish must be done at the fish cleaning station(s) provided by the Marina. Clean after yourself. Do not leave trash behind.
3. **Washing:** Use biodegradable, phosphate-free cleaning products. Avoid excessive runoff into the water.

#### V. Security & Access

1. **Access Control:** Access to docks and certain Boatyard areas may be restricted by gates or key codes. You are not allowed to prop open gates or share access codes with unauthorized persons.
2. **Reporting Suspicious Activity:** Report any suspicious persons or activities to Varadero Aruba's Marina/Boatyard management or security personnel immediately.
3. **Vessel Security:** Ensure your vessel is locked and secure when unattended. Do not leave valuables visible as any loss of personal items is for your own risk and account.
4. **Emergencies:** In case of fire, medical emergency, or other urgent situations, immediately call emergency services (e.g., 911) and then notify Varadero Aruba's Marina/Boatyard management at the emergency numbers listed herein.

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#### VI. Non-Exclusivity of Slip Assignment & Management's Right to Relocate

**A. No Ownership of Specific Space:** The Owner acknowledges and agrees that this Agreement constitutes a revocable license to use a wet berth within the Marina, and does not create a lease, a tenancy, or any real property interest in a specific slip or location. The Owner does not "own" or have a permanent right to any specific berth, and the Marina does not guarantee the continued availability of any particular slip.

**B. Management's Right to Relocate:** [Your Marina Name] Management reserves the right, at its sole and absolute discretion, to relocate the Vessel to a different wet berth, mooring, or storage area at any time and for any reason. Reasons for relocation may include, but are not limited to:

- Marina maintenance, dredging, or construction projects.
- Operational requirements or reconfiguration of the Marina layout.
- Safety, security, or environmental concerns.
- The accommodation of larger vessels or special events.
- Emergencies or severe weather preparation.

**C. Procedure for Relocation:**

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1. **Notice:** Except in cases of emergency, Management will provide the Owner with 30 DAYS notice of the requirement to move the Vessel.
2. **Owner Responsibility:** Upon receiving notice, the Owner is responsible for moving the Vessel to the newly assigned berth within the timeframe specified.
3. **Marina's Right to Move:** If the Owner is unavailable or fails to move the Vessel within the notice period, Management (or its authorized contractors) may board and move the Vessel to the new location.
4. **Costs & Liability:** Any costs associated with the relocation (e.g., towing or labor) shall be charged to the Owner's account. The Marina shall not be liable for any damage occurring during a relocation performed under this section, except in cases of proven gross negligence.

### VII. Yearly Marina Fishing Tournament:

To ensure the safety, fairness, and smooth operation of our annual fishing tournament, the following rules and regulations regarding the relocation of non-participating vessels will be strictly enforced.

1. **Purpose of Relocation:** The primary purpose of relocating non-participating boats is to:
  - a. Facilitate safe passage for tournament participants.
  - b. Designate specific areas for tournament activities (e.g., weigh-in stations, launching/retrieval zones).
  - c. Ensure clear access for emergency services if needed during the tournament.
  - d. Minimize congestion and enhance the overall experience for all marina users.
2. **Notification of Tournament and Relocation Policy:**
  - a. **Advance Notice:** All marina members and slip holders will be provided with ample advance notice (30 days) of the upcoming fishing tournament dates. This notification will clearly state the possibility of boat relocation.
  - b. **Specific Relocation Notice:** At least 15 days prior to the tournament, a second, more specific notice will be distributed to all slip owners whose vessels may be impacted by relocation. This notice will include:
    - i. The specific dates and times when relocation may occur.
    - ii. The designated alternative locations for relocated vessels.
    - iii. Contact information for Varadero Aruba Marina staff responsible for relocation.
    - iv. A clear statement of Varadero Aruba's authority to relocate vessels as per these rules.
  - c. **Methods of Notification:** Notices will be distributed via multiple channels, including:
    - i. Email to all registered slip holders.

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- ii. Posting on the official marina bulletin boards and website.
- iii. Direct mail to physical addresses on file (if applicable and desired).
- iv. Social media announcements (if the marina utilizes these platforms).

#### **3. Identification of Non-Participating Boats for Relocation:**

- a. Marina management will identify all slips and dock areas that are required to be clear for tournament operations.
- b. Owners of boats in these identified areas who have not officially registered for the tournament will be considered "non-participating" for the purpose of these regulations.

#### **4. Owner Responsibility and Cooperation:**

- a. **Voluntary Relocation Encouraged:** Owners of non-participating vessels are strongly encouraged to voluntarily relocate their vessels to designated temporary areas prior to the specified tournament start time.
- b. **Contact Information:** It is the responsibility of every slip holder to ensure that Varadero Aruba has up-to-date contact information (phone number, email address) on file.
- c. **Cooperation with Marina Staff:** All owners are expected to cooperate fully with Varadero Aruba's Marina staff regarding relocation requests.

#### **5. Marina Authority to Relocate:**

- a. **Authorization:** By accepting these Rules & Regulation and/or maintaining a slip agreement with Varadero Aruba Marina, all slip holders acknowledge and agree that the marina reserves the right to temporarily relocate any nonparticipating vessel from its assigned slip or mooring during the designated tournament period.
- b. **Method of Relocation:** Relocation will be performed either by the owner or by qualified Varadero Aruba's Marina staff using appropriate and safe methods (e.g., moving by hand, using a tender, or utilizing a hydraulic trailer for dry-docked vessels). Every reasonable precaution will be taken to prevent damage during relocation.
- c. **Designated Relocation Areas:** Relocated vessels will be moved to pre-determined, safe, and secure temporary locations within the marina property. These areas will be clearly communicated in the relocation notices. The marina will endeavor to provide comparable mooring/docking conditions where possible.
- d. **No Liability for Minor Inconvenience:** While the marina will make its best effort to minimize inconvenience, slip holders acknowledge that temporary relocation may result in minor adjustments to their usual access or amenities, and such efforts by Varadero Aruba remain on a "best efforts" basis and in no way provide a guarantee or assurance of no inconvenience.

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#### 6. Damage and Liability:

- a. Marina Responsibility: The Marina will be responsible for any direct damage to a vessel proven to have been caused by the gross negligence or willful misconduct of Varadero Aruba's Marina staff during the relocation process.
- b. Owner Responsibility: The vessel owner remains responsible for securing their vessel appropriately (e.g., proper lines, fenders) both before and after relocation. Varadero Aruba is not responsible for damage resulting from:
  - i. Pre-existing conditions of the vessel.
  - ii. Inadequate securing by the owner.
  - iii. Force Majeure, including acts of God or severe weather conditions during the relocation period.
  - iv. Theft or vandalism at the temporary location, unless directly attributable to Varadero Aruba's gross negligence or willful misconduct
- c. Insurance: Vessel owners need to ensure their vessel's insurance policy covers relocation by a third party and any potential damage that may occur during such an event.
- d. Reporting Damage: Any suspected damage incurred during relocation must be reported to Varadero Aruba's management immediately, and in writing, within 48 hours of the vessel's relocation or discovery of the damage, whichever comes first. Photographic evidence should be provided if possible.

#### 7. Post-Tournament Return:

- a. Timeline for Return: Once the tournament concludes and the designated areas are clear, nonparticipating vessels will be returned to their original slips as soon as practically possible. Varadero Aruba will communicate the expected timeline for return.
  - b. Owner Option to Return: Owners may request them to return their own vessel to its original slip once the tournament is over, and the area is deemed safe by marina staff. Such requests must be coordinated with Varadero Aruba management.
- 8. Non-Compliance:** a. Failure to cooperate with Varadero Aruba's staff regarding relocation requests, or any attempt to obstruct the relocation process, may result in penalties, including but not limited to: i. Temporary suspension of privileges. ii. Fines as outlined in the Rules & Regulations. iii. The owner being responsible for any additional costs incurred by Varadero Aruba due to their non-compliance.

- 9. Grievance Procedure:** a. Any concerns or disputes regarding vessel relocation should be directed in writing to management within 7 days of the incident. Management will review the complaint and respond in a timely manner.

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#### VII. Emergency Procedures

1. **Fire:** In case of fire, evacuate the area, activate the nearest fire alarm (if available), and call emergency services. Notify Marina/Boatyard management immediately (emergency numbers in section III – 5).
  2. **Medical Emergency:** Call emergency services immediately. Provide first aid if trained and safe to do so. Notify Marina/Boatyard management immediately (emergency numbers in section III – 5)..
  3. **Spills:** Contain the spill if safe to do so, prevent further discharge, and immediately notify Marina/Boatyard management (emergency numbers in section III – 5). Do not attempt to clean up large or hazardous spills without proper training and equipment.
  4. **Severe Weather:** During severe weather warnings (e.g., hurricane, tropical storm), all vessel owners are responsible for securing their vessels and making preparations as directed by Marina/Boatyard management. Failure to adequately secure a vessel may result in the Marina/Boatyard taking necessary action at the owner's expense and risk.
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#### VIII. Financial & Insurance Requirements

1. **Fees & Payments:** All dockage, storage, and service fees are due as per the terms of your agreement with **Varadero Aruba**. Late fees and penalties may apply. All invoices will be increased by any taxes and tax percentages applicable at that time. If, for any reason, Varadero Aruba should accidentally have failed to charge tax in any case where it later turns out that tax should have been charged under the statutory regulations in force at that time, Varadero Aruba may still charge the user for the amount of tax not charged, and the user will have an obligation to still pay such amount to Varadero Aruba.
  2. **Insurance:** All vessel owners must carry adequate liability and hull insurance for their vessel while it is on Marina/Boatyard property and provide proof of insurance upon request.
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**IX. Enforcement & Violations**

1. **Compliance:** All users are expected to comply with these Rules & Regulations.
2. **Violations:** Failure to comply with these Rules & Regulations may result in:
  - o Verbal warning o Written warning o Fines o
  - Suspension or termination of services o Requirement to
  - remove the vessel from the Marina/Boatyard o Additional Legal
  - action. Any costs associated with enforcement shall be borne by
  - the user.
3. **Interpretation:** Marina/Boatyard management reserves the right to interpret and enforce these rules, and to make amendments or additions as necessary.
4. **Applicable law:** The Rules & Regulations are governed by the laws of Aruba and therefore the jurisdiction of the Court in Aruba is applicable to all disputes.

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**X. Disclaimer**

1. **Varadero Aruba** is not responsible for damage, loss, or theft of vessels, equipment, or personal property from any cause whatsoever, including but not limited to, fire, theft, vandalism, collision, wind, rain, acts of God, or negligence of third parties. Use of the Marina and Boatyard facilities of Varadero Aruba is at the sole risk of the user, including the vessel owner. The user expressly holds Varadero Aruba harmless against all rights and/or claims of third parties, including reasonable costs of legal assistance, which are somehow related to or somehow arise from work performed for the user, except in the event of intent or gross negligence of Varadero Aruba.
2. All claims and other rights of the owner, whatever their origin, against Varadero Aruba in connection with work performed by Varadero Aruba will expire in any case one (1) year after the performance of the work to which such claims or rights are related, unless any applicable rights of the owner expired earlier by virtue of the law.

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**XI. Change of Rules & Regulations**

1. **Varadero Aruba** reserves the right to amend or make additions to, or deletions from, the Rules and Regulations, as it deems necessary. A 30 day notice of said changes shall be constituted by emailing one copy to the owner at the e-mail address registered with the Marina

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office. The revised version of the Rules & Regulations shall furthermore be made public at a designated area at Varadero Aruba and on the website of Varadero Aruba.

2. These Rules & Regulations also apply to any additional or later agreements of the user with Varadero Aruba. They have been written in the English language which is binding.

Filed with the registry of the Court of First Instance of Aruba on May 5th, 2026.