

## Co-ownership and Representation

**For the yacht (name):** ..... **Reg. no. (if available):** .....

The following persons herewith confirm their co-ownership for the above-mentioned yacht according to the following distribution of shares:

**First and last names, date of birth,  
Place of birth and domiciles:**

**Share-quota in percent  
and/or fractions:**

1. ....
2. ....
3. ....
4. ....
5. ....
6. ....

or:  **confirm their co-ownership according to a separate contract (attached)**

**All owners accept that for administrative reasons it is not possible for the SMNO to address any correspondence concerning the vessel to all owners simultaneously.**

**Consequently, the following person (first and last names, date of birth, domicile)**

.....

**shall be given the power of attorney to represent the owners with regard to the SMNO in all matters concerning the yacht mentioned.** This does not apply for changes in ownership and/or the request for deletion of the yacht from the registry of Swiss seagoing yachts.

**Date, place and signature for all owners:**

- |         |          |
|---------|----------|
| 1. .... | 9. ....  |
| 2. .... | 10. .... |
| 3. .... | 11. .... |
| 4. .... | 12. .... |
| 5. .... | 13. .... |
| 6. .... | 14. .... |
| 7. .... | 15. .... |
| 8. .... | 16. .... |

### Attachments:

- Copies of passports and/or ID respectively residence permits of all owners
- For dual-citizens: evidence of domicile
- Proof of ownership (e.g. contracts, bills and receipts, heritage and/or gift declarations etc.)
- If applicable: separate contract of co-ownership and/or other provisions
- If the yacht is already registered with the SMNO: original certificate of registry [if still valid as per the date of the desired change(s) in ownership]

### Note:

Only up to six persons may be mentioned in the certificate of registry. If there are more than six co-owners, the certificate will make reference to the contract of co-ownerships, of which a copy must be kept aboard attached to the certificate. In this case, it is strongly recommended to have the contract translated or drafted in English.

The co-ownership is constituted in accordance with the provisions of Swiss civil law, namely Art. 646 ff. of the Civil Code. If no other provisions apply, all owners hold equal rights, liabilities and shares in the property.

If desired, it may be appropriate to stipulate further provisions concerning responsibilities, liability, entitlements and rights in a separate contract, in order to enable any possible future derogation from the general provisions of the Civil Code.