

AGREEMENT ON THE YACHT CHARTER

concluded in..... dated.....
by and between:

ECO MARINE d.o.o., OIB: HR53607913301, REGON: 040306812HR entered in the Commercial Court in Rijeka with headquarter in Marina Dalmacija 14, 23206 Sukošan, Croatia, hereinafter referred to as a **Shipowner**, represented by Piotr Maciej Pilch

and

..... living in

..... being a holder of identity card No.,

hereinafter referred to as a **Charterer**.

§ 1

1. Subject of the charter is a yacht, hereinafter referred to as a **Yacht**, entered in the register of ships maintained by the Admiralty Court in Zadar. The **Yacht** has valid shipping documents required by the Maritime Department and the Croatian Register of Shipping. In the charter period the **Yacht** will be operated on the waters of Adriatic Sea.
2. The independent charter of the **Yacht** may take place only if the **Charterer** owns the Short Range Certificate (SRC) and a suitable license of a sea yacht operator.
3. In case of not having adequate certificates and licenses as those indicated in article 1 point 2, the **Charterer** is obliged to hire a skipper who shall operate the **Yacht** for and additional fee given by the **Charterer**.

§ 2

The charter covers the period from..... to..... .

§ 3

1. The **Yacht** will be forwarded to the charter in Marina Dalmacija in Sukošan (Croatia) on Saturday(date) until 18:00 p.m.
2. The Charterer shall return to Marina Dalmacija in Sukošan no later than on Friday, 17:00 p.m.
3. The return of the **Yacht** shall take place in Marina Dalmacija in Sukošan on Saturday (date) until 8:00 a.m.

§ 4

1. The Yacht provided to the **Charterer** by the **Shipowner** shall be seaworthy, properly equipped and fully fueled.
2. In case of not providing to the **Charterer** the **Yacht** specified in this Agreement or its equivalent with similar parameters within 48 hours from the pointed date, the **Charterer** has a right to cancel the charter even if the **Shipowner** is not responsible for the delay. The charter fee paid by the **Charterer** shall be then fully returned to the latter.
3. The *Handing-over Record of the Yacht* will be drawn up during the handing-over of the Yacht in order to depict the actual condition of the **Yacht**. The *Handing-over Record of the Yacht* shall constitute a basis for the estimation of the condition of the Yacht after its return to the **Charterer**.

4. The **Charterer** is obliged to use the **Yacht** in a manner set in this Agreement and in accordance with the ethics of sailing, and without giving it to third parties.
5. The **Yacht** may not be used for participation in sailing competitions without the prior consent of the **Shipowner** stated in written.
6. In case of cancellation of the charter by the **Charterer**, the latter shall immediately inform the **Shipowner**. If the Yacht would be chartered to another charterer in the period indicated in this Agreement, the charter fee – after deduction of the handling charge in the amount of 20% of the full charter price – shall be returned to the **Charterer**. Otherwise, the **Charterer** is obliged to pay the full charter price.
7. The **Charterer** shall return the **Yacht** without deterioration, fully fueled, and properly equipped.
8. In case of a delayed return of the **Yacht** by the **Charterer**, the contractual terms of this Agreement remain valid for the entire period of the delay.
9. For each day of the delayed return of the **Yacht**, the **Charterer** will be charged with a contract penalty in the amount of a daily charter price according to a current charter pricelist. Moreover, if the **Yacht** was supposed to be chartered in that period to another charterer, the **Charterer** being a party of this Agreement shall cover all the costs that stem from the delay.
10. The Charterer does not bear responsibility for a delayed return of the **Yacht** caused by force majeure.
11. In case of a return of the **Yacht** in a place different from the one specified in this Agreement (article 3, point 3) the **Charterer** shall cover all possible costs associated with the return to Marina Dalmacija in Sukošan. The return of the **Yacht** may be considered executed only if the **Yacht** is delivered to the place in which it was forwarded to the **Charterer** (article 3, point 1).
12. The safety deposit in the amount of shall be paid to the **Shipowner** by the **Charterer** on the day when the **Yacht** is handed over for the charter. The safety deposit shall cover all possible claims of the **Shipowner** associated with any shortage or damage that does not result from ordinary use of the **Yacht**.
13. If the **Yacht** is returned to the **Shipowner** in Marina Dalmacija in Sukošan with no shortage or damage pointed above (article 4, point 12), the safety deposit shall be entirely returned to the **Charterer**.

§ 5

1. The **Charterer** shall pay to the **Shipowner** the charter fee in the amount (in words:).
2. The charter fee may be paid in all within three days from signing this Agreement or in 2 (two) equal instalments – 50% within three days from signing this Agreement and the remaining 50% no later than 4 (four) weeks before the planned charter of the **Yacht**.
3. The charter fee shall be paid by the **Charterer** to the following bank account pointed by the **Shipowner**:
 Bank PKO BP SA
 Bank account No.: **PL 16 1020 2892 0000 5102 0531 5330**
 BIC code (Swift): **BPKOPLPW**
4. If the **Charterer** does not pay the charter fee or an appropriate instalment of the charter fee, the **Shipowner** reserves the right to cancel this Agreement on the Yacht Charter.
5. During the period pointed in this Agreement, the **Charterer** covers the costs of the **Yacht**'s use, such as purchase of fuel, port fees, and the stopover at the buoy.

§ 6

1. Croatian law constitutes the legal basis for this very Agreement.
 Podstawę prawną dla niniejszej umowy stanowią przepisy prawa chorwackiego.
2. In case of any controversies or disputes stemming from this Agreement, the jurisdiction of the Courts in Zadar (Croatia) shall apply.

§ 7

In case of war, state of emergency or another authorities' order that preclude the parties from fulfilling the above provisions, each party may back this Agreement (provided that a change of the indicated circumstances is not probable in the period covered by this Agreement).

§ 8

All changes to this Agreement – for their validity – shall be made in written.

§ 9

This Agreement shall enter into force on the day of its signing by both parties.

§ 10

This Agreement is drawn up in 2 (two) identical copies. Each party receives 1 (one) copy.

.....
The Charterer

.....
The Shipowner