



## CHARTER USING CONDITIONS ARTICLE 1-24

### ARTICLE 1

The yacht owner (physical or legal person) agrees to give the yacht in charter in advance estimated time period of charter and is obliged not to get involved in any other types of arrangements connected with charter at the same time. The owner also agrees that during the charter ongoing will not have the access either to the yacht or to his accompanying contents. If the owner breaks the rules defined in this article, the agency bears the complete responsibility and has to bear the damage in the amount of whole charter amount.

The Charterer agrees to pay all his expenses, agreed in advance, on the account number written on the account (the yacht price, APA and guarantee deposit) before the embarkation on the yacht.

### ARTICLE 2

The owner will deliver the yacht before charter in embarkation port with belonging flag, under which the charter is done, resolute legal regulation of Republic of Croatia, completely in order and clean.

The Agency is obliged that the yacht will be completely ready to go on the see, with all belonging technical equipment, the most contemporary navigation devices and all security standards claimed by Croatian law.

The owner and the Charter Agency are not responsible if the disembarkation is not possible due to bad wetter conditions, earthquakes, demonstrations, war, terroristic attacks, social demonstrations and other unpredictable conditions.

### ARTICLE 3

The Charterer is obliged to return the properly functioning yacht, on the same way he got it.

If the Charterer does not bear charter conditions during the charter, he is obliged to pay the damage he caused either to the yacht or to the Agency.

### ARTICLE 4

The Charterer is obliged that the number of persons aboard at any moment (during sailing, anchoring the yacht or staying in marina) will not exceed the number of persons aboard proclaimed by the law.

If this regulation is violated, the Charterer is obligated to pay all financial damage.

If there are children aboard, the Charterer is completely responsible for their security. People with any type of physically or mental damage are not recommended to come to the yacht and use charter services. Agency is not responsible for any unpredictable situation in which those people can find themselves.

## ARTICLE 5

The yacht owner is obliged to put on Charterer's disposition the captain and the rest of the crew which completely correspond to all legal regulations and orders of Republics of Croatia.

The yacht owner is also obliged that the crew will not use narcotics, alcohol or weapon before, during and after charter.

The crew has the right on minimal daily rest.

The crew is fully obliged to notify the Charterers, the yacht owner and the Agency with all latest pieces of information regarded to sailing plan, damages, route changes, sickness, bad weather etc.

## ARTICLE 6

The yacht owner is obliged that the captain will pay the same attention during charter to the Charterers as if the owner is aboard.

The captain has to follow all rational orders given by the Agency.

The captain is not obliged to carry out an order which can damage the yacht, passengers' security or endanger their or his life.

If the passengers' behavior is not corresponded with these regulations, the captain has the right to stop the charter and come back in the port.

In extreme situations, when there is a possibility of endangering the property or crews', passengers' and Charterers' life, the captain has the right to call the maritime police to come to the yacht's location.

The captain has the right to disable the use of additional yacht's equipment (jet-ski, diving equipment etc.) if he estimates it could endanger the Charters' security.

## ARTICLE 7

The charter fee includes faultless yacht with all technical, navigation and security equipment. The fee has to include all additional water vessels and leisure equipment which are agreed before charter. The yacht has to have clean bed linens and all other following berth equipment.

The Charterer is obliged to bear on his own account all coasts made during the charter which usually includes cost of fuel, food and drink, cost of marina taxes, cost of water and energy in marina and the cost of filling the tanks if they are spent during charter.

Any other services asked by the Charterer and not included in the fee will not be considered the part of usual yacht costs (APA).

If paid APA is spent during charter, the Charterer is obliged to pay additional amount in correspondence with the captain.

Before disembarkation, at the end of charter, the captain is obliged to present and transparently show the amount of money spent on different yacht costs.

## ARTICLE 8

If there are unpredictable circumstances (see Article 17) and Agency do not hand-over the yacht in the agreed place of embarkation, the yacht owner is obliged to pay the Agency the full charter price.

If all three parts (the owner, Agency and Charterer) agree to enable the Charterer to continue using the yacht during the unpredictable circumstances for the period of delivery delay, there are no financial fines for the owner or the Agency.

If the owner does not hand-over the yacht in agreed place and time for any reason which can not be called unpredictable, the user has the right on the whole money refund.

In that case the owner is obliged to cover all financial damage to the Agency.

## ARTICLE 9

If the yacht is in delay during its return from charter and due to unpredictable circumstances which can not be influenced, then the yacht returns in agreed disembarkation port at first possible opportunity.

If the Charterer refuses or is not able to return the yacht in previously agreed time and place, he is obliged to pay the penalty charged by the daily charter rate.

If the Charterer refuses to pay requested amount, he will be legally pursued by the Ministry of Interior of Republic of Croatia and his passport will be taken.

## ARTICLE 10

If the Charterer cancels his previously agreed term of using charter services, he may receive the refund of one part of money.

The money refund due to cancellation of charter is defined as:

1. 50% of the amount for cancellation up to 2 months before the charter starting date
2. 30% of the amount for cancellation up to 1 month before the charter starting date
3. 10% of the amount for cancellation up to 15 days before the charter starting date
4. If the cancellation is within 15 days before the charter starting date, the Charterer has no right on money refund.

## ARTICLE 11

If any type of damage, which was not there before the embarkation, is detected on the yacht within 48 hours after coming back from charter, the Charterer will receive the bill for yacht repair.

If he refuses to pay the bill, he will be legally persuaded.

## ARTICLE 12

The Charterer is obliged to respect and follow the customs, regulations and rules of the country within territorial waters yacht is sailing during charter.

The keeping of pets (dogs, cats, birds and similar) on the yacht is not allowed.

The Charterer is obliged to behave toward the crew with respect.

The captain has the right to inform the Charterer if he notices the opposite.

If the Charterer violates any of the regulations of Republic of Croatia or of any other territorial waters, the captain has to call the maritime police on the yacht.

The Charterer is strictly forbidden to use any type of narcotics or forbidden medicines and weapons during charter.

If he violates this regulation, the Agency has the right to stop charter.

In that case the Charterer has no right on any money refund.

## ARTICLE 13

The Charterer is not obliged to sign this contract unless the Agency has signed contract with the yacht owner about steering the yacht.

## ARTICLE 14

The yacht owner is obliged not to sell the yacht before or during charter.

If he sells the yacht before or during charter, he is obliged to pay the whole amount to the Charterer.

## ARTICLE 15

The yacht owner is obliged to insure the yacht at the insurance company.

The Charterer should have personal insurance in case of injuries on sea.

The Charterer should know that no insurance is included in charter fee, but can be requested before charter.

## ARTICLE 16

The agency keeps the security deposit and uses it in case of damaging the yacht. The most acceptable way is leaving the valid credit card in Agency's possession during charter and after finished yacht inspection. If the Charterer does not agree with the results of inter captain's inspection and Agency's representative, he has the right on a neutral appraiser. If the neutral appraiser estimates no damage is done on the yacht, the Charterer is not obliged to bear the responsibility.

## ARTICLE 17

As an unpredictable circumstances the following can be define: all those unexpected difficulties which man can not influence with his own will, for example war, demonstrations, lack of fuel, electricity or water, earthquakes, terroristic attacks, martial law etc.

## ARTICLE 18

The Charterer is not obliged to give tips to the crew.

## ARTICLE 19

The Agency is obliged to calculate all charter costs through its own business account and pay all its duties to the yacht owner on the occasion of issued bill and ask for previously agreed commission.

## ARTICLE 20

The Charterer is obliged to point out all his remarks to the captain who has to note down time, place and type of remark and inform the Agency as soon as possible about the Charterer's remark.

## ARTICLE 21

If the remark can not be solved due to outstanding situation, the Agency does not overtake the responsibility.

## ARTICLE 22

The Agency guarantees that this contract is signed within legal scopes of Republic of Croatia.

If the signatories can not agree on the articles of this contract, the contract is the subject of arbitration.

## ARTICLE 23

The Agency is obliged to determine in advance its relations with the yacht owner.

## ARTICLE 24

The Agency keeps the right to use this contract as the legal element of entering into cooperation between the Agency as the service provider and the Charterer.

The relations between the Agency and the yacht owner are not defined by this contract.