



# Navigare Yachting Adria

Base: Marina Kastela, Croatia

**2009 / General Conditions** to the Charter contract No. \_\_\_\_\_

Concluded by and between: Ms/Mr. \_\_\_\_\_ as chartering party,

and

Navigare Yachting Adria d.o.o., Garicgradska 16, Zagreb, Croatia, VAT No. 1855638, for

chartering yacht: \_\_\_\_\_,

in period from: \_\_\_\_\_ to \_\_\_\_\_,

Place: \_\_\_\_\_ Of departure: \_\_\_\_\_ Of return: \_\_\_\_\_,

Contracted price: \_\_\_\_\_.

These General Conditions of the Charter Contract will be known as Contract, Navigare Yachting Adria will be known as NYA, the chartering party will be known as Client, and the yacht as the Vessel. This Contract is valid under the following conditions:

- 1) The Client will hire a Vessel equipped in accordance with positive stipulations on navigation in the coastal sea. The equipment list is an integral part of this Contract and it will be signed by the alleged parties on the occasion of taking over and returning of the yacht (check list).
- 2) The Client will pay the agreed charter price and extras, amounting to and in accordance to the terms as stated in the Charter Contract.
- 3) The Vessel can be exclusively used for personal purposes, such as cruising and similar and therefore should not be used for any other commercial or similar purposes.
- 4) The Client lies under commitment to pay the safety deposit at the time of embarkation on the Vessel. NYA is furthermore authorized for paying expenses for all possible damages from the Client's safety deposit, which may arise during the time of the Vessel use by the Client whatever the reason of damage may be, and here is included the NYA's loss of profit as well.
- 5) NYA will insure the yacht with the minimal franchise that should correspond to the safety deposit amount. Independently on insurance the Client is also obliged to pay indemnity for all caused damages up to the height of the safety deposit. Damages covered by insurance which are not immediately reported to NYA and/or insurance company, will not be acknowledged as per the insurance policy. In this case the Client is personally responsible for total damages as a result of not reporting or late reporting of damages. Damage to the underwater part of the Vessel must be followed by Vessel inspection executed out of the water, at the expense of the Client.
- 6) If the Client who has paid the charter price in the whole, informs NYA on his withdrawal from use of the Vessel not later than 4 weeks before the agreed charter should start, the Client has right for the recurrence of 50% of the paid amount. If the cancellation is due to objective reasons (death in family, heavy injury etc), paid price won't be paid back but NYA will give the Vessel at the Client's disposal in another free period of time or within the next sailing season. In other cases NYA is not obliged to return the Client amount paid in accordance to this Contract.
- 7) NYA is obliged to make available the contracted, similar or better Vessel, at agreed time and place, and to deliver it to the Client. If NYA is late in performing this obligation, NYA will lay under commitment to pay back an appropriate proportional amount of the charter price for every 24 hours being overdue, and additionally, if reason for NYA being overdue can be imputed to NYA own guilt, NYA should also pay 5% indemnity of weekly charter price for every day being overdue, but not more than 15% of the total charter price. If NYA has been overdue for more than 48 hours, the Client may cancel this Contract and require the reimbursement of the paid charter price in the whole. In such a case the Client has right for total indemnity amounting to 120% of the paid charter price.
- 8) In case of cancellation of this Contract by NYA, he will be due to pay back the total amount paid by the Client, and if the Contract has been cancelled three or less days before taking over the Vessel, NYA will lay under commitment to pay the Client the fine in the amount of 10% of the one week charter price.
- 9) However, regardless of possible reasons and height of possible damage, the responsibility of NYA towards the Client is limited to the amount of the weekly charter price, and is excluded in all cases when the contractual fine or a fixed indemnity has been stipulated by this Contract (paragraph 7 and 8 and).
- 10) If because of some reasons that may be imputed to the irresponsibility of NYA, come to a breakdown or an engine trouble on the Vessel that would enable or considerably hinder the Vessel's use, the Client may cancel this Contract. In that case NYA is obliged for taking

- 11) over the Vessel to the nearest safe port, pay back to the Client an appropriate part of the charter price enlarged for 10%, and bear the transportation expenses of the Client and his crew to the port of planned disembarkation.
- 12) Client may use the Vessel exclusively in the coastal sea of the Republic of Croatia, and he additionally lays under commitment not to undertake any actions from which may arise any unwished consequence(s) that would not be covered by the boat insurance contract (e.g. participation on regatta and similar). Use of Vessel out of Croatian coastal waters, participation on regatta etc is allowed only upon relative permit in writing was granted by NYA to the Client.  
As weather conditions dictate, the Client is obliged to promptly reduce canvas and not allow the Vessel to sail under an amount of canvas greater than one ensuring comfortable sailing without excessive strain or stress on rigging and sails; not to sail the Vessel in any area insufficiently covered by the charts at his/her disposal or without having previously thoroughly studied the charts of the area and other relevant printed material provided on board; not to sail the Vessel at night without all navigation lights functioning or without adequate watch on deck.  
Client shall not leave port or anchorage if the wind force is or is predisposed to be over seven (7) on the Beaufort Scale (30 knots) or if the harbor authorities have prohibited sailing or while the Vessel has unrepaired damage to any of her vital parts such as engine, sails, rigging, bilge pump, anchoring gear, navigation lights, compass, safety equipment etc. or if any of the above parts are not in good working condition; neither shall the Client leave port or anchorage without sufficient reserves of fuel or in general, when weather conditions or the state of the Vessel or her crew are doubtful.
- 13) The Client undertakes to be in possession of a valid navigation and VHF license, or will leave navigation of the Vessel to a crewmember that has the relevant permit or license. The Client guarantees NYA his own nautical knowledge and competence in that area, both his own and the qualification of his crew, as well as his ability to operate the Vessel safely without regard of weather conditions or any other circumstances, taking over full responsibility for rational exploitation of the Vessel and her equipment.
- 14) If NYA comes to conclusion that the Client or members of his crew do not possess appropriate and necessary knowledge and nautical competence, NYA may make a breach of this Contract any time without being obliged to pay back any amount or, in accordance with the established competence he may determine the limits of sailing for the duration of this Contract. NYA has been authorized for making such limitations if weather conditions or some other serious reasons should force NYA to do so. For the reason of establishing the nautical competence of the Client and his crew NYA may organize a shorter common navigation with the Client.
- 15) NYA is not responsible for possible injuries, damages and other even more difficult consequences that may arise on or around the Vessel for the Client and members of his crew, as well as for possible passengers, or for the third party for the duration of this Contract. NYA is also not responsible for postponements or changes of plans of the Client caused by bad weather conditions or some other similar reasons. In case that extremely bad weather conditions will hinder the return of the Vessel in a foreseen term, NYA agrees that instead of the indemnity foreseen by paragraph 19 of this Contract, Client should pay regular charter price enlarged for 50%.
- 16) All current expenses of the Vessel use (fuel, harbor taxes, indemnity, cleaning and similar) should be paid by the Client. This also refers to the obligations which may arise from the Vessel use, and which may become due after the expiration of this Contract.
- 17) In case of any other unexpected incident, some greater damage or failure, navigational offence or accident the Client is obliged to report about it, both to authorized government bodies and the NYA, in the quickest and the most appropriate way and to follow their instructions which are within the framework of positive stipulations, and in accordance with operations of a good navigator.
- 18) The Client is not authorized neither to rent the Vessel to the third party nor to leave it uncontrolled at some place not being safe, nor to haul it up. The highest number of passengers aboard should not be higher than the number as stated in the Crew List, and it is also not allowed to embark any animals without written permission granted by NYA.
- 19) The Client is obliged to observe all navigation rules and orders made by authorized government bodies, pay attention to the Vessel's, crew's, passengers' safety and maintain the Vessel and her equipment, report NYA on approximate navigation direction (itinerary) and on possible changes referred to the sailing direction and to return the Vessel to NYA in the same condition in which the Client had received her (Vessel has to be properly clean, the equipment has to be arranged and similar).
- 20) If the Client will not return the Vessel in agreed time and on agreed place, he will lay under commitment for paying indemnity for every started day of being overdue in a double amount of the amount foreseen for the charter. If he does not, prior to end of agreed time of Vessel return reports NYA about expectations of becoming overdue a/m indemnity will be enlarged for further 30%. NYA has right to settle the indemnity for Client being overdue throughout the safety deposit deposited by the Client
- 21) In case of any dispute or controversy under this Contract, an attempt shall be made to settle dispute or controversy peacefully and by understanding. If dispute or controversy cannot be thus resolved, the matter shall be forwarded to the Arbitration Court of the Zagreb Chamber of Commerce, and shall be subject to Croatian material law.

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Place & Date

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Client

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Agent

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NYA