

# BOAT'S ACCOMMODATION AGREEMENT

## 1. PAYMENT

Charter price includes the use of the vessel with a full fuel tanks and its equipment, insurance and auxiliary inflatable boat (dinghy). Charter price does not include port and marina berths (except in base port), fuel costs, tourist taxes, food and drinks supplies during the rental period.

The Client is obliged to pay 30% of agreed charter price as a down payment, within 7 days upon signing the Boat's Accommodation Agreement, if different payment terms are not agreed in writing between Vendor and Client. The remaining balance payment of the agreed charter price is due 4 weeks before the accommodation start. Payment will be sent in HRK to the Vendor's local currency account, according to the middle exchange rate of the Croatian National Bank (HNB) or in EUR to the Vendor's foreign currency account. The Client must ensure that any transfer related charges are paid on his/her end. Bank details will be provided to the Client in time. Upon the payment of the down payment it is considered that Client understood and accepted this Agreement and content stated inside, even in case that Agreement is not signed by Client side.

## 2. VENDOR'S COMMITMENTS

The Vendor is obliged to hand over the vessel to the Client with full fuel and water tanks, clean and in good working condition, and is obliged to do the check in together with the Client according to the Check list. In case the Vendor is not able to hand over the vessel at agreed place and time, the Client is entitled to demand a refund for the days the vessel has not been used. In case the Vendor is not able to hand over the vessel within 24 hours after agreed deadline, he has to ensure another vessel for the Client of the same or similar characteristics. Any hidden defects of the yacht or its equipment, not known to the Vendor at the time of the yacht handover, as well as any defects occurred after the yacht has been handed over to the Client, do not entitle the Client to request a reduction of the rental fee. In case some equipment was damaged or lost during the previous charter and new equipment cannot be delivered before the embarkation, the Client is not entitled to withdraw from the Contract, nor is the Client entitled to demand a discount of the contracted accommodation price, when such missing equipment does not affect the navigation safety of the vessel. Vendor shall not be liable for any delay incurred due to the Force Majeure or rough weather conditions.

## 3. INSURANCE

Vessel insurance covers all maritime risks and is inclusive of obligatory insurance towards third persons. Any damage that happened during the usage of the vessel by the Client and that wasn't immediately reported to the Vendor or the insurance company, will not be regarded according to insurance policy regulations. In such cases the Client bears the entire responsibility for all such damages.

Loss or damage of the outboard engine and dinghy are not insured.

Personal belongings of the skipper or crew members are not insured, nor the Vendor shall be responsible for any loss or damage. **Client is advised to arrange personal passenger insurance and skipper liability insurance, directly with one of the insurance companies.**

## 4. DEPOSIT

During the check-in and before the vessel handover, the Client is obliged to pay the security deposit as stipulated in the charter agreement. Security deposit can be regulated in cash or by credit card preauthorization. Security deposit amount corresponds to the franchise amount stated in the insurance policy.

If damage on the vessel equals to the franchise amount stated in insurance policy, full deposit will be used to cover the damage. Minor damages are not insured. Security deposit funds will be kept by the Vendor till the end of the charter and will be refunded in full to the Client once Vendor's base staff have confirmed that the vessel has been returned on time and at the agreed place, in good condition with a full fuel tanks, and upon signing of the check-out list by the skipper containing the notification ensuring that no damages on the vessel and/or its pertaining equipment occurred or situations based on which the third parties could claim damage.

## 5. CLIENT LIABILITIES

The Client hereby agrees to handle the vessel, its inventory and equipment with due care. The Client must check the engine oil and water every day during his stay aboard. Damages in connection with a lack of oil or water are not insured and the Client is fully responsible for such damages.

In case of breakdowns, as well as when there are other vessels involved, the whole accident must be reported to the Harbour Master with the signed protocol (by all parties involved) for the insurance company. Also, the Vendor must be notified immediately. If the Vendor's skipper does not follow these instructions, he/she will be charged in full for all the damages. If the Client doesn't act in compliance with these instructions, he/she will be charged for all damages. The Client may navigate the chartered vessel within the Croatian territorial waters

and is not allowed to sublease or use the vessel for commercial purposes (like fishing, diving etc.).

Should the Client wish to undertake **sailing out of the boundaries of the territorial waters** of the Republic of Croatia, he is obliged to inform Vendor in writing timely, but no later than 30 days prior to the starting date of the accommodation service period, in order to prepare relevant documents

The Client is obliged to carry the following documents at all times: passport or personal identification card, copy of the charter contract or voucher, boat documents given by Vendor during the check-in and crew list. The person operating the vessel (skipper) must possess a valid boat operating license, which includes the license to operate the vessel's radio station or must be able to present another acceptable license entitling such person to operate the vessel in accordance with the applicable legislation.

In case of failure of the vessel or its equipment the Client has to inform the Vendor immediately via one of the telephone numbers stipulated in the vessel documentation. The Vendor is obliged to promptly correct the failure. In case the failure is repaired within 24 hours, the Client is not entitled to a refund. **Reimbursement for lost days of charter can only be made if the damage was caused solely by the Vendor's fault.** If this is not the case, the Client cannot expect a refund and is obliged to cover the extra cost of finding a substitute vessel.

Clients are instructed to treat and handle the vessel with due care and to obey all applicable regulations. Client is obliged to follow the weather forecast and stay in port if the expected wind power is greater than 25 knots or if the Vendor's representative has advised so. Night sailing is not allowed.

If the Client does not want to act as the skipper of the vessel, he/she must inform the Vendor of the person that will be the vessel operator before the charter start. The nominated skipper will be co-responsible towards the Vendor. All consequences in connection with acting in the role of skipper or handing over the role of skipper to an unauthorized person, are Client's responsibility.

## 6. ENGINE FAILURE AND SEVERE DAMAGES

Should any damage be caused by the usual wear and tear of the materials during the yacht charter period, the Client has the right and obligation to arrange for the repair of such damages up to a total amount of 150,00 EUR, which will be refunded after the return of the vessel to the agreed place.

Should the damage be repaired by the Vendor within 24 hours, the Client has no right to a refund.

If the damage cannot be easily repaired on course, an

early return to the charter base is required. Such damage must be repaired before the start of the new charter period. In case the damage was not caused by the Client, the Vendor must ensure the Client with another vessel of same or similar characteristics or refund the Client for lost days of charter. If for any reason, the Vendor offers the Client a vessel with minor characteristics, the Client has a right to an additional refund.

In case the Client refuses the adequate solution offered immediately by the Vendor, the Client forfeits the right for any later complaints.

In case of major and severe damages and engine failures, in case of loss of vessel and/or damage and injury of persons, the Client must inform the Vendor promptly and also obtain a protocol on the event issued by third parties (harbor master, medical physician, court expert).

Damages that are not reported to the Vendor and damages for which the Client is not able to present an officially verified protocol, will be considered as damages caused by the Client and therefore the Client will be charged in full for such damages.

## 7. ACCOMMODATION CANCELLATION

In case the Client is not able to take over the vessel, for any particular reason, Client can find another client who is willing to take over the vessel in the agreed period and for the agreed charter price. Vendor will set best intentions for that as well, but in case that new client can't be found and Vendor don't manage to rebook the boat, the Client will be charged for cancellation with:

- Down payment for cancellations made after booking confirmation
- Total charter price for cancellations less than 30 days before the charter period

In case of force majeure reasons (war, unrest, strikes, terrorist acts, sanitary problems, natural disasters, epidemic outbreaks, official authority interventions etc.), Vendor does not assume responsibility of inability to deliver paid service and Client shall not be entitled to a refund. Instead, Vendor will issue a voucher equaling to paid amount, which Client can use in another period of the current or next year.

It is Client's obligation to provide an authentic document (proof) force majeure reasons of cancellation. In case of price difference between periods, it should be covered by Client.

**Arranging trip cancellation insurance is recommended.**

## 8. CHECK IN / CHECK OUT OF THE YACHT

Check-in: SATURDAY from 17.00 h

During the handover of the vessel, the Client is obliged to inspect the vessel carefully together with the authorized representative of the Vendor and sign the Check-in list. By signing the Check-in list Client confirms that vessel is received in the status and conditions stated in the Check-in list. Any subsequent complaints will not be accepted, provided that the good working order and boat equipment have been established and signed during the check-in. Concealed vessel defects of deficiencies, which could not have been recognized by Vendor during the Check-in, shall not entitle the Client to claim for the reduction of the accommodation rate. Check-in list applies both to its under and above water structure.

Vendor may refuse to hand over the vessel to Client, if

during the process of check-in turns out that the Client does not have required qualifications or sufficient skills and knowledge for bareboat chartering of particular vessel, Client may be offered to hire a professional skipper who will instruct and teach on proper vessel operations. Professional skipper may be hired for particular period or for entire charter period. Such expenses are covered by the Client. Should the Client refuse to accept the designated skipper, he shall be prohibited to leave the port, the Agreement shall be terminated and the paid accommodation rate shall be kept without the right to compensation damage. In that case, Client can use boat as an „apartment accommodation”.

Check-out: SATURDAY until 08.30 h (recommended arrival to the marina on Friday between 15 and 19 h)

Client's crew and all of their possessions are obliged to leave the boat by stated time. The Client is obliged to return the vessel to the agreed place and in the agreed time, with full water and fuel tanks. In case the Client is in delay with returning the vessel, the Vendor will charge the Client daily accommodation price for less than 3 hours delay and 3-day accommodation price for any delay longer than 3 hours. The Client must notify the Vendor in case of a delay caused by force majeure, in which case such delay will not be charged to the Client. Unfavorable weather conditions are not force majeure reason and cannot justify delays, as it is necessary to keep the vessel at an adequate distance from the charter base, during the last 24 hours of the accommodation service period.

## 9. COMPLAINTS

Complaints are acknowledged only in written form upon the vessel return and signed by an authorized person of the Vendor. **The approved compensation cannot be higher than the rental price.**

## 10. DISPUTES

In case of dispute that cannot be resolved amicably, the Parties agree the jurisdiction of the court in Split.

**Vendor :**

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**Client:**

## ANNEX TO BOAT'S ACCOMMODATION AGREEMENT

1. This ANNEX is temporary. It is effective in regard to **Unavoidable and Extraordinary Circumstance** with regard to **COVID 19** outbreak (hereafter UEC regarding COVID19) for all issued Boat's Accommodation Agreement with this Annex, signed by both parties.
2. Cancellation by the Client due to UEC regarding **COVID 19** is free of charge and the Vendor is obliged to refund full amount paid by the Client, in the event of UEC regarding **COVID 19** before the booked accommodation starts.
3. Cancellation by the Vendor due to UEC regarding **COVID 19** with full refund as follows:
  - The Vendor can cancel the accommodation and provide a full refund in the event of a UEC regarding **COVID 19**. The Vendor will not pay additional compensation.
4. As the **COVID 19** situation evolves rapidly, it is impossible to know weeks in advance how the situation at a destination will be. It is therefore not justified to cancel an accommodation too much in advance by any of both parties.

Therefore, with regard to UEC regarding **COVID 19**, a client will be entitled to cancel an accommodation agreement free of charge, if one of the two of following conditions are met:

- The UEC regarding **COVID 19** is occurring at the charter destination and the UEC regarding **COVID 19** will significantly affect the performance of the booked accommodation

Or

- The UEC regarding **COVID 19** is occurring at the country of Client origin and it will significantly affect Client's carriage to the charter destination.

3. Cancellation by the Vendor due to UEC regarding **COVID 19** with full refund as follows:
  - The Vendor can cancel the accommodation and provide a full refund in the event of a UEC regarding **COVID 19**. The Vendor will not pay additional compensation.
4. As the **COVID 19** situation evolves rapidly, it is impossible to know weeks in advance how the situation at a destination will be. It is therefore not justified to cancel an accommodation too much in advance by any of both parties.
5. In case that either of the two before stated conditions for meeting UEC regarding **COVID 19** is not met, free charter cancellation is not applied and standard cancellation policy from Boat's Accommodation Agreement will be applied.

**Vendor:**

**Client:**