



CHARTER PARTY / ΝΑΥΛΟΣΥΜΦΩΝΟ

Υπεγράφη την/Signed onστην/at
Όνομα Πλοίου **ΜΠΟΡΜΠΟΛΕΤΑ** Λιμένας Μηλόγησης **ΠΕΙΡΑΙΑΣ** Αριθμός Μηολ. **10190**
Name of Vessel **BORBOLETA** Port of Registry **PIREAEUS** Register No. **10190**

THE CONTRACTING PARTIES / ΣΥΜΒΑΛΛΟΜΕΝΟΙ

A. Shipowner

Πλοιοκτήτης ή και με την εξουσιοδότηση του Πλοιοκτήτη **ΘΕΣΤΙΟΝ ΓΙΩΤΙΝΓΚ ΝΕΠΑ**
The Shipowner or by the Authority of the Owner : **THESTION YACHTING M.C.P.Y.**
Address / Διεύθυνση **Πελοποννήσου 126 Πετρούπολι / Πελοποννήσου 126 Πετρούπολη**
Tax Number / Α.Φ.Μ. **996999103**
Tax Office / Αρμόδια Δ.Ο.Υ. **ΠΛΟΙΟΝ ΠΙΡΕΑΥΣ/ΠΛΟΙΩΝ ΠΕΙΡΑΙΑ**

B. Charterer Details

Ναυλωτής / Charterer :
Διεύθυνση / Address :
Tax Number / Α.Φ.Μ. :
Tax Office / Αρμόδια Δ.Ο.Υ. :
Identity card or Passport No. / Αριθ. Ταυ/τητας ή Διαβατηρίου :
Phone number / Τηλέφωνο επικοινωνίας :

C. Charter Particulars

Charter Period / Περίοδος Ναυλώσεως : Από / FromΜέχρι / To
From Port/ Από Λιμάνι : To Port/ Μέχρι Λιμάνι :
Charter Freight in total / Συνολικός Ναύλος :
Included in Freight Total **(VAT INCLUDED)**

C. Ναυλομεσίτης / Broker :

Διεύθυνση / Address :
Tax Number / Α.Φ.Μ.
Tax Office / Αρμόδια Δ.Ο.Υ.....
Identity card or Passport No. / Αριθ. Ταυ/τητας ή Διαβατηρίου :

Υπογράφεται από τον πλοιοκτήτη
Signed by the OWNER

Υπογράφεται από τον Ναυλωτή
Signed by the CHARTERER

Υπογράφεται από τον Ναυλομεσίτη
Signed by the BROKER

Β Ε Β Α Ι Ο Υ Τ Α Ι

Το παρόν ναυλοσύμφωνο θεωρήθηκε την κατά τον απόπλου του επαγγελματικού πλοίου αναψυχής BORBOLETA
Λιμ.Μηολ.ΠΕΙΡΑΙΑ , ΑΡ.Μηολ.10190 με αριθμό Πρωτ.Άδειας Επαγγελματικού Πλοίου Αναψυχής **Φ.3344.1/6707/2009** και με
(Α.Μ.Ε.Π.Α.) 6707 που αφορά ναύλωση με λιμένα εκκίνησης της ημεδαπής και κατατέθηκε αντίγραφο αυτού στην Λιμενική Αρχή.

ΘΕΩΡΗΣΗ από την ΛΙΜΕΝΙΚΗ ΑΡΧΗ (Τ.Σ.Υ.)

Ημερ/νία :

TERMS OF AGREEMENT FOR SELF-SAIL CHARTER

APOPA/CLAUSES

Clause 1: Starting & Ending Time

The OWNER agrees to let on bare-boat charter and the CHARTERER agrees to charter the unattended above mentioned yacht (hereinafter called "the Yacht") for the period as stated above and commencing at 18.00 p'clock, on the stated starting day and ending at 09.00 o'clock on the stated ending day for the sum as stated of which 100% are due and payable by the charterer upon the signing of this Agreement. The balance of is due and payable in the following manner: The 50% of EURO (VAT INCLUDED) is due and payable in the following manner:

ONE MONTH BEFORE EMBARKATION.

Clause 2: Validity

The signature of this Agreement (or official electronic, on line, acceptance) by the OWNER and/or his Agents becomes valid and binds the OWNER to his obligations here in after mentioned only on condition that the OWNER will actually receive the sums of the payments as indicated in CLAUSE 1 above, in time.

Clause 3.a: Delivery

The OWNER agrees:

To fit out the Yacht and to hand her to the CHARTERER, without crew, afloat, clean, ready for sea, with all the gear and equipment indicated in the Yacht's brochure, and its inventory list and in proper running and seaworthy condition at the check in port.

Clause 3.b: Insurance

To insure the Yacht and her equipment against fire, marine and collision risks and third party damage and against any and all loss or damage in excess of the stated insurance excess amount and the CHARTERER shall therefore be relieved of any and all liability which is covered by the said Policy, provided that such loss or damage is not caused or contributed to by any act of gross negligence or willful default on his part. Should the OWNER fail or elect not to effect such insurance he shall assume the same responsibilities as if the Yacht were so insured, but he shall not be under any liability for the loss or damage to the personal property of or for any injury to the CHARTERER or any person on board with his permission.

Clause 3.c: Delayed Delivery - Excess delay.

To employ every reasonable effort to ensure delivery of the Yacht on the date and at the place mentioned in Clauses 1 and 3a here of, but if for any cause whatso ever the Yacht shall not be available, the CHARTERER shall have the right of choice of one of following possibilities:

i. Provided that the following charter commitment of the Yacht allows it and that the OWNER agrees, to prolong the period of charter by the same length of time by which the delivery has been delayed.

ii. To leave the date of termination unchanged as in Clause 1 here of and to be refunded by the OWNER with an amount proportional to the time by which delivery was delayed at the rate corresponding to the total charter fees in Clause 1 here of.

iii. If the delay of delivery exceeds one fourth (1/4) of the total charter time, to cancel this Agreement and be refunded by the OWNER with the total amount paid for this charter. In any of the events mentioned in this Clause, neither party shall be liable to pay to the other any other compensation for any loss or damage resulting from the curtailment or the cancellation of this Agreement.

Clause 4.a: Redelivery (Return) of the Yacht and Delays

The CHARTERER agrees:

To redeliver the Yacht to the OWNER at the stated check in port cleaned-up, together with all her equipment, in the same good condition as she was at take-over, at the time designated in Clause 1, but, unless the Yacht has become a total loss, if he shall for any reason fail to deliver the Yacht at the before said date and time, to pay to the OWNER demurrage at the rate of the charter price per day of this Agreement increased by fifty percent (50%), for every day or fractional part of a day there-after until delivery has been effected. If he leaves the Yacht at any place other than the place designated in this Clause, to pay to the OWNER all expenses involved in transferring the Yacht to the place of redelivery and pro-rata demurrage as above for the number of days required for this transfer, as well as for any loss or damage not covered by the insurance policy, which may occur on or to the Yacht until she has been taken over again by the OWNER.

Clause 4.b: Deposit and Guaranty

To leave on deposit and as guaranty with the OWNER on taking over the Yacht the amount stated to meet in whole or in part any claim by the OWNER in respect of any loss or damage to the Yacht and / or her equipment not recoverable under the policy of insurance as in Clause 3(b) here of and for any claim by the OWNER in respect of the provisions of Clause 4(a) above. The aforesaid deposit shall be refunded to the CHARTERER, subject to the provisions above, after inspection of the Yacht, her gear and her inventory by the OWNER.

Clause 4.c: Restrictions in the use of the Yacht Composition of CHARTERER's Party and Cruise Limits

Not to use the Yacht for racing or for towing other craft, except in an emergency, or generally for any purpose other than that of private pleasure of the CHARTERER and his party which should include not less than ONE (1) qualified skipper and ONE (1) experienced crew member but not more than the maximum allowed persons, which are stated above (PAX), in all at sea, or to accommodate aboard any person other than those shown on the crew/passenger manifest nor to take the Yacht or permit her to be taken outside the cruising area mentioned nor to sublet the Yacht without the written consent of the OWNER.

Clause 4.d: Observance of Customs and Diving Laws

The CHARTERER agrees not to allow any person on board to commit any act contrary to the custom laws of Greece or of any country or contrary to the laws pertaining to fishing or under water fishing nor to seek and/or take possession of objects of archaeological nature or value and that in case any such act is committed this Agreement shall there upon terminate, but without prejudice to any rights of the OWNER and that the CHARTERER shall carry alone any resulting responsibilities and he shall answer alone to the appropriate Authorities.

Clause 4.e: Agreement for Towing the Yacht

The CHARTERER agrees to take every possible preventive measure and precaution to avoid to bring the Yacht in any condition in which the Yacht will need to be towed to any point by another vessel, but should such a necessity arise, in spite of the CHARTERER's efforts, to negotiate and agree with the captain of the other vessel on the price to be paid, before allowing the Yacht to be towed.

Clause 4.f: Restrictions in Leaving Port

Not to leave a port or anchorage if the wind force is or is predicted to be over six (6) of the Beaufort Scale or if the harbor Authorities have imposed a prohibition of sailing or while the Yacht has unprepared damage or any of her vital parts such as engine, sails, rig, bilge pump, anchoring gear, navigation lights, compass, safety equipment, etc. are not in good working condition or without sufficient reserves of fuel or in general, when weather conditions or the state of the Yacht or its crew or a combination of them concerning the safety of the Yacht and her crew is doubtful.

Clause 4.g: Restrictions in the Use of Canvas Restrictions in Navigation

When necessary, to promptly reduce canvas and not to allow the Yacht to be found sailing under an amount of canvas greater than the one insuring comfortable sailing without excessive strains and stresses on the rigging and the sails, not to sail the Yacht in any area not sufficiently covered by the charts at his disposal or without having previously studied the charts of the area and other printed aids on board thoroughly, not to sail the Yacht at night without all navigation lights functioning or without sufficient watch on deck.

Clause 4.h: Yacht Log

To keep the Yacht's Log Book up to date, noting each day the port of call, the state of the Yacht and its equipment, any change in the composition of the crew when at sea, regularly, the times positions, weather conditions, sail plan and hours of engine operation.

Clause 4.i: Itinerary

To plan and to carry out the Yacht's itinerary in such a manner as to reach the port of call farthest away from the point at which the Yacht must be returned to the OWNER (Turn-Around Point) within the first one third (1/3) of the charter period and that two days prior to the termination of the charter the Yacht's port of call shall lie at a distance not greater than forty (40) Nautical Miles from the point at which the Yacht is to be returned to the OWNER.

Clause 4.k: Reports of Yacht's Position and State

To report by telephone or cable to the OWNER at reasonable intervals (every 3 days) the position and state of the Yacht and of her passengers, as well as in the event of any damage to the Yacht.

Clause 4.l: Information

To study and acquire a working knowledge of any printed matter pertaining to the proper handling of the Yacht and to the conditions in the cruising area which may be made available to him by the OWNER.

Clause 5: CHARTERER's Sailing Qualifications

For the case where the CHARTERER (or any person of his party) shall act as Captain of the Yacht, this agreement is entered into on this basis of the CHARTERER's (or the relevant person from his party) competence in sailing, seaman ship and navigation stated by him in writing and in the event of any error, omission or misinterpretation in this respect being subsequently discovered, the OWNER shall be entitled to terminate this Agreement forth with and to retain the Charter fees. For the case where the CHARTERER (or any person of his party) shall not act as Captain of the Yacht, Clause 6 and/or Additional Condition (b) of this document apply.

Clause 6: Test of Sailing Competence of CHARTERER and his Crew

The OWNER (or his representatives) may require the CHARTERER and his crew to demonstrate their competence in handling and navigating the Yacht safely by actually operating the Yacht at sea with the OWNER (or his representative) aboard and should the CHARTERER and/or his crew fail to satisfy the OWNER in this respect, the OWNER may terminate this Agreement as stated in Clause 5 above or place aboard the Yacht a seaman, if one acceptable by both the OWNER and the CHARTERER, is available, at the expense of the CHARTERER, for as many days as the OWNER will consider necessary for the safety of the Yacht and her passengers and any time required for this test of the CHARTERER's competence and seamanship will be part of the agreed Charter period.

Clause 7: Take-Over of the Yacht & Time required for it

The delivery of the Yacht to the CHARTERER will be made at the commencement of the charter period as designated in Clause 1. The time required to demonstrate the Yacht to the CHARTERER and to familiarize him with her shall be part of the agreed charter time. The free use of the Yacht will be granted to the CHARTERER after he has signed the Take-Over form.

Clause 8: Acceptance of the Yacht CHARTERER's Responsibility during Charter Time

Before signing the aforesaid form, the CHARTERER shall have the right to inspect the Yacht, her gear and her inventory thoroughly to ascertain that all are available and in good working condition, except as may be noted here on, but the signature of the Take-Over form by the CHARTERER shall be deemed to imply acceptance of the Yacht which there after will be in the CHARTERER's full responsibility and the CHARTERER shall have no right to claim for any loss of time or expense occasioned by any accident or breakdown or failure of any part of the Yacht.

Clause 9: Running Expenses Repairs of Damages

After take-over, expenditures for port-dues, water, fuels, oils and any other stores required, as well as the repair of any damage or failure that may occur while the Yacht is in the CHARTERER's responsibility and which are not the result of normal and natural wear shall be made by the CHARTERER at his expense, provided that he previously obtained the consent of the OWNER for the technical suitability of the repair to be made. In the case of repairs of damages or failures resulting clearly from normal and natural wear, the CHARTERER shall previously obtain the OWNER's consent with regard to the cost and technical suitability of these repairs and the CHARTERER shall collect the pertinent receipts against which he shall be refunded by the OWNER at the end of the charter.

Clause 10: Ascertainment of Damages

If any accident or damage is caused by the Yacht, the CHARTERER shall request from the nearest Port Authority to ascertain the damage or accident and the circumstances in which it has been caused and to make a written record and statement about it and he shall notify the OWNER at the same time.

Clause 11: Cancellation or Premature Termination

In the event of cancellation of the charter by the CHARTERER, for any reason all advance payments made up to the date of cancellation will be retained by the OWNER as follows.

Booking cancelled, more than 90 days before embarkation, 50% of the total charter fee. Booking cancelled between 89 & 31 days before embarkation, 80% of the total charter fee. Booking cancelled less than 30 days before embarkation, 100% of the total charter fee. If the boat re-booked for the same period, the cancellation fees will be refunded.

In the event that the CHARTERER should elect to terminate the charter and deliver the Yacht prior to the date designated in this Agreement, the OWNER shall not be liable to the return of any proportional part of the hire money.

Clause 12: Total loss of Yacht

Should the Yacht become an actual or constructive total loss before or during the charter period, this Agreement shall be deemed to be at an end and the CHARTERER shall recover from the OWNER all charter money paid in advance to the OWNER only in case the loss has occurred before the charter period, or during the charter period, provided that the CHARTERER or his crew were not responsible for the loss.

Clause 13: Special Provisions

The special provisions if any, set out in the Schedule hereto are fully accepted and form part of this Agreement.

The agents of the owner act in good faith on behalf of both owner and charterer but contract as agents only.

No way incur any liability for any acts, matters or things done, committed, omitted or suffered by either party, except for the responsibilities provided by the pertinent legislation of Greece.

Clause 15: Arbitration of Disputes

In the event of any dispute arising between the parties here to with respect to this Agreement or any thing herein contained the same shall be referred to two Arbitrators in Greece one to be appointed by each party, whose decision shall be final or to an Umpire to be appointed by such Arbitrators, if and when they shall disagree, the decision in such event of the Umpire to be final.

SPECIAL PROVISIONS OR TERMS

Fuel tanks will be delivered fuel to client with the obligation to be returned full.

Υπογράφεται από τον πλοιοκτήτη
Signed by the OWNER

Υπογράφεται από τον Ναυλωτή
Signed by the CHARTERER

Υπογράφεται από τον Ναυλομεσίτη
Signed by the BROKER