

CHARTER PARTY TERMS

1. It is agreed that :

- I. The yacht will be insured in excess of **EURO** as per paragraph 3.b
- II. The client will leave a deposit of **EURO** as per paragraph 4.b
- III. On the yacht should be no more than **08 pax** in all at sea and no less than **02 pax** as per paragraph 4.c

	The charterer accepts the terms as stated on this page of the agreement. Special Provisions / Extras (for all the extras that are included in the price, no claim is accepted) end cleaning, outboard engine, fuel according to the consumption
Validity	2. The signature of this Agreement by the Owner and/or his Agents becomes valid and binds the Owner to his obligations hereinafter mentioned only on condition that the Owner will actually receive the sums of the payments as indicated in Clause 1 above, in time

Delivery	3. The Owner agrees: a. To fit out the yacht and to hand her to the charterer ,without crew, clean, ready for sea, with all the gear and equipment indicated in the Yacht's brochures and its inventory list and in proper running and seaworthy condition at Gouvia Marina – Corfu, Greece
Insurance	b. 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 EURO 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 party 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 an injury to the charterer or any person on board with his permission
Delayed delivery	c. To employ every reasonable effort to ensure delivery of the yacht on the date and at the place mentioned in Clauses 1 and 3 (a) hereof, but if for any cause whatsoever the yacht shall not be available ,the charterer shall have the right of choice of one of the following possibilities: I. Provided that the following charterer 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 .Excess Delay II. To leave the date of termination unchanged as in clause 1 hereof 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 I Clause 1 hereof III. If the delay of delivery exceeds one fourth (1/4)of the total charter time, to conceal 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 the other any other compensation for any loss or damage resulting from the curtailment or the cancellation of this Agreement
Redelivery (Return) of the Yacht and Delays	4.The charterer agrees: a. To redeliver the Yacht to the Owner at Gouvia Marina – Corfu, Greece cleaned up, together with all her equipment, in the same good condition as she was taken 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 aforesaid 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 of fractional part of a day thereafter until delivery has been effected if he leaves the yacht at any place other than the place designed 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
Deposit and Guaranty Restrictions in the Use of yacht Composition of Charterers' Party And Cruise Limits	b. To leave on deposit and as guaranty with the owner on taking over the yacht the amount of EURO meet in whole or in party any claim by the owner in respect of any loss or damage to the yacht and or her equipment not recovered under the policy of insurance as in Clause 3(b) hereof 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. c. Not to use the Yacht for racing or for towing other craft, except in an emergency ,or generally for any propose other than that of private pleasure of the charterer and his party which should include not less than 2 qualified skipper and 1 experienced crew members, but not more than 8 in all at sea, or to accommodation aboard any person other than those shown on the crew/passenger manifest nor to take the yacht or to permit her neither to be taken outside the area of the Greek seas nor to sublet the yacht without the written consent of the owner
Observance of Customs and Diving Laws Agreement for Towing the Yacht	d. Not to allow any person on board to commit any act contrary to the customs 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 archeological nature or value and that in case any such act is committed this Agreement shall thereupon 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 e. To take any 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 effort, to negotiate and agree with the captain of the other vessel on the price to be paid, before allowing the yacht to be towed.
Restrictions in Leaving Port	f. Not to leave a port or anchorage if the wind force is or is predicted to be over FIVE (5) of the Beaufort scale or if the harbor Authorities have imposed a prohibition of sailing or while the yacht has unrepaired 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 not concerning the safety of the yacht and her crew is doubtful.
Restrictions in the Use of Canvas Restriction in Navigations Yacht Log	g. 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 sufficient 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. h. To keep the yacht's log Book up to date, nothing 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.
Itinerary	i. 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 yacht's port of call shall lie at a distance not greater than forty(40) NM from the point at which the yacht is to be returned to the owner
Reports of yachts Position and State Information	k. To report by telephone or cable to the owner at reasonable intervals the position and state of the yacht and of the passengers, as well as in the event of any damage to the yacht. l. To study and acquire a working knowledge of any printed matter pertaining the proper handling of the yacht and to the conditions in the cruising area which may be made available to him by the owner.

IT IS HEREBY FURTHER AGREED by and between the parties hereto:

Charterer's Sailing Qualifications	5. This agreement is entered into on the basis of the Charterer's competence in sailing, seamanship 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 forthwith and to retain the charter fees
Test of sailing Competence of	6. 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 the sea with the owner (or his representative) aboard and should the charterer and/or his

Charterer and his Crew	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 expenses 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 aptence and seamanship will be part of the agreed Charter period.
Take-Over of The Yacht &Time Required for it	7. The delivery of the yacht to the charterer will be the made at the commencement of the charter period as designated in Clause 1.The time required to demonstrated 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 charter after he has signed the Take-Over form.
Acceptance of the Yacht Charterer's Responsibility during Charter Time	8. Before signing the aforesaid form, the Charterer shall have the right to insect the yacht, her inventory thoroughly to ascertain that all are available and in good working condition, except as may be noted there on, but the signature of the Take –Over form by the charterer shall be deemed to imply acceptance of the yacht which thereafter 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.
Running Expenses Repair of damages	9. 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 result of normal and natural wear shall be made by the Charterer at his expenses, 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 form normal and natural wear, the charterer shall previously obtain the Owner's consent with regards to the cost and technical suitability of these repairs and the charterer shall connect the pertinent receipts against which he shall be refunded by the owner at the end of the charter.
Ascertainment of Damages	10. If any accident or damage is caused by the Yacht, the Charterer shall request from the nearest Port Authorities 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 shall notify the Owner at the same time.
Cancellation of Premature Termination	11. In the event of cancellation of the charter by the Charterer, for any reason, except as mentioned in Clause 3 (c) (iii), after signing this Agreement, all advance payments made up to the date of the cancellation will be retained by the Owner, and the Owner reserves the right to refund the said deposit only if he succeeds in letting the Yacht to another Charterer for the same period and under the same conditions. In the event that the charterer should elect to terminate the charter and deliver the yacht prior to the date designed in this Agreement, the Owner shall not be liable to the return of any proportional part of the hire money.

Total loss of Yacht	12. Should the Yacht become an actual or constructive total loss before or during the Charter period, this Agreement shall be deemed at be at an end the Charterer shall recover from the Owner all charter monies 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.
Special Provision Agents	13. The special Provisions, if any, set out in the schedule hereto are fully accepted and form part of this Agreement 14. The Agents of the Owner Messer's(*) act in good faith on behalf of both Owner and Charterer but contact as Agents only and in 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.
Arbitration of Disputes	15. In the event of any dispute arising between the parties here to with respect to this Agreement or anything 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	16. The skipping of the professional pleasure yacht is undertaken by a passenger, who has the legal requirements to handle the yacht.

Υπογράφεται από το Πλοιοκτήτη

SIGNED by the OWNER

Υπογράφεται από το Ναυλωτή

SIGNED by the CHARTERER

Υπογράφεται από το Ναυλομεσίτη

SIGNED by the BROKER