

CHARTERING CONDITIONS

1. PAYMENT

The price of the charter includes the use of the yacht and all the equipment on it. The price does not include the resident tax, marine and berthing cost, the cost of fuel and other supplies.

The Client is obliged to make a down payment amounting to 30% of the total amount within 7 days of confirming the reservation. The remaining 70% must be paid 4 weeks before departure or onboard before start check-in procedure, by prior arrangement with Owner.

The payment is being done in EUR through foreign currency account. **Client is obliged to bear all bank costs.**

The Agency is obligated to deliver to the Charter the crew list (the list of the crew members with their names, their dates of birth, passport numbers or identity cards and nationality) no later than a one week before the scheduled rental date.

2. OWNERS COMMITMENTS

The Owner hands over the vessel to the Client with full fuel and water tanks, in good working condition, clean, and is obliged to do the check-in together with the client according to the check-list. When the Owner is not able to hand over the vessel within 24 hours after the agreed deadline the Client is entitled to ask for a refund for the days he has not been able to use the vessel. When the Owner is not able to hand over the booked vessel or make available another vessel of similar or better characteristics within 24 hours after the agreed deadline the Client has the right to cancel the contract and the full amount of money paid for the yacht will be reimbursed. There is no obligation on the Owner's behalf to pay compensation exceeding the amount signed in the contract.

Any hidden defects of the yacht or its equipment, not known to the owner at the time when handing over the yacht, as well as any defects that occur after the yacht has been handed over to the customer, give no right for a request to lower the rental fee. In the case that some equipment was damaged or lost during the previous charter and can not be delivered before the departure, gives no right for complaints if it's lack does not affect on the navigation safety.

3. CLIENT'S COMMITMENTS

The client who is named as the skipper for the chartered yacht is an experienced sailor able to use the vessel. He has all the necessary documents required for skippering the boat on the open seas such as a sailing certificate as well as VHF (Radio usage) licence. The mentioned documents will have to be presented to the Charter Manager upon arrival to the marina. The Owner reserves the right to check the skipper's competence as a yachtsman. If the skipper's competence is deemed unsatisfactory he or she will be prohibited from taking the boat.

When handing over the vessel the Client is obliged to inspect the vessel together with the person in charge on behalf of the Owner and sign the check-list. The Client is obliged to navigate only within Montenegro's territorial waters or in waters, indicated in the power attorney of management, and is not allowed to lease the vessel or use it for commercial purposes, such as professional fishing, diving etc.

All breakdowns and damages regardless of the cause have to be reported to the Owner immediately, on one of the telephone / mobile numbers given in the sailing documents. The Owner is obliged to repair any damage within 24 hours as he is informed about it. **When the Owner repairs any damage within 24 hours, the Client has no right to any compensation.** In case of a vessel's disappearance, if it becomes unsailable, if it is seized or further sailing is prohibited by officials or other persons, the Client is obliged to notify the relevant authorities (harbour masters / police) and the Owner immediately. If the Client does not notify the Owner about such an event, he is responsible for all the consequences that will arise from it.

The client is obliged to return the vessel to the agreed place on time, clean with full fuel tanks. **In case the vessel has not been returned with a full tank of fuel, the fuel will be charged to the user at market price increased by the Charter's expenses of organisation and delivery in amount of 200 EUR.**

It is compulsory that the boat should return to the marina on the Friday evening before 17:00, in order to comply fully with the conditions. **The check-out procedure starts at 18:00 of Friday if the Client don't discuss different time with Owner, but it must be finished until 09:00 of Saturday. On check-in and check-out procedures onboard can presents only the Owners staff and Client himself.** If the Client wishes to return to the base marina on the Saturday morning, he should discuss that possibility with the Owner on taking over the vessel. When the Client can't return the vessel on time for whatever reason, he has to contact the owner to discuss further instructions.

When the Client is delayed, the Owner will charge him the daily charter price for less than 3 hours delay and 3 days charter price for any delay over 3 hours. The Client is obliged to inform the Owner about any delay caused by "force majeure"; such delay will not be charged. However, if the Client returns the vessel late due to bad weather, this is the client's responsibility and they are obliged to pay the cost of the delay, according to the standard charges.

Client is obligated not to leave a port or anchorage if the wind force is or is predicted to be over 25 knots or if the harbour authorities have imposed a prohibition of sailing.

The client has to plan and maintain the yacht's itinerary in such a manner that two days prior to expiry of vessel accommodation the vessel is at a turn-around point not further than 50 nautical miles from the port of departure, that is, from the place where vessel has to be returned to Charter.

4. INSURANCE

Vessel insurance covers all maritime risks and is inclusive of obligatory insurance towards third persons. Any damage that happens during the charter period not immediately reported to either "Real Sailing Club" or the Insurance Company will not be admitted according to the insurance policy regulations. In such case the Client is held responsible for all the damage caused.

The cost of damaged or lost items, or equipment belonging to the vessel due to negligence and misuse by the Client and his party, are to be covered by the Client, i.e. the Owner will deduct the amount in question from the deposit. The sails are not covered by the insurance company, so any damage made to the sails will have to be covered by the Client. The Client is obliged to check the oil and the water in the engine every day. Damages and losses resulting from the lack of oil or water in the engine will be covered by the Client.

Personal property of skipper and the crew members is not insured so it is recommended to take out a separate himself insurance.

5. DEPOSIT

Before the vessel hand-over the Client is obliged to leave a security deposit as stipulated in the charter agreement. This amount corresponds to the franchise defined by the insurance policy, and it will not be used unless required for damages done to the vessel or its equipment or if the client is late in returning the vessel to the Owner. The deposit can be left in cash. Where the damage to the vessel equals to the franchise sum, the deposit will be used to cover the damage. Damages and losses caused by the Client's negligence or misuse will be inspected and repaired at the Client's cost.

6. CHECK IN / CHECK OUT OF THE YACHT

Check-in: Saturday **FROM** 15.00 h

Check-out: Friday **TILL** 18.00 h

7. CHARTER CANCELLATION

When the Client, for whatever reason, is not able to take over the vessel, he can find another client who is willing to charter the vessel for the agreed period. Where the Client is not able to find a substitute client, the Owner will charge the Client as follows:

- **10% of the total amount for cancellation after booking confirmation (not refundable)**
- **30 % of the total amount for cancellation 2 months before the accommodation period**
- **50 % of the total amount for cancellation 1 month before the accommodation period**
- **100 % of the total amount for cancellation 25 days before the accommodation period**

8. COMPLAINTS

The complaints are accepted only in written form upon the vessel's return and only if signed by a person in charge on behalf of "Real Sailing Club". The approved compensation can't be higher than a rental price.

9. ARBITRAGE

Where a dispute can't be resolved in a friendly manner, the matter will be resolved by the Montenegro Tribunal.

Real Sailing Club by DOO "Estima", Bar, Montenegro

I was read, understand and agree with this conditions.

Client signature: _____

Date of sign: _____