

ADRIATIC CHARTER d.o.o.

Marina Dalmacija Bibinje-Sukošan
23206 Sukošan
Croatia
TEL: +385 (0)23 394 021
FAX: +385 (0)23 393 696
E-mail: info@adriatic-charter.com



Vessel Accommodation Contract No. /2009 made between

You

and

ADRIATIC CHARTER d.o.o.
Marina Dalmacija Bibinje-Sukošan
23 206 Sukošan
Croatia
(hereinafter called **ADRIATIC CHARTER**)
Tel: +385 (0)23 394 021
Fax: +385 (0)23 393 696

1. Subject of agreement

ADRIATIC CHARTER d.o.o gives accommodation services in the following boats for the clients of :

A) MARINA Dalmacija Bibinje-Sukošan

BAVARIA 51 BT	BAVARIA 44 BT 02/04	BAVARIA 36/99	BAVARIA 33
BAVARIA 50 BT	BAVARIA 42	BAVARIA 34	BAVARIA 32
BAVARIA 49 BT	BAVARIA 40	Y36	BAVARIA 30
BAVARIA 47 BT	SAS 39 02/98	ELAN 333	ADRIA 1002 '05/03
BAVARIA 46 BT	BAVARIA 36 04/05		

B) MARINA Kaštela

BAVARIA 50 BT	BAVARIA 42	BAVARIA 36/99	BAVARIA 32
BAVARIA 49 BT	BAVARIA 41	BAVARIA 34	BAVARIA 30
BAVARIA 46 BT	BAVARIA 39	BAVARIA 33	ADRIA 1002 '05
BAVARIA 44 BT	BAVARIA 36 03/04		

The equipment of the boats corresponds to ADRIATIC CHARTER's inventory lists. **You** will include the above mentioned boats in its charter program, place them onto the national and foreign market and provide their best possible occupancy.

2. Obligations

You will place the above mentioned boats in 2008 season after the ADRIATIC CHARTER's price list, which is a component part of the Agreement. All the discounts have to be approved by ADRIATIC CHARTER. The price of the accommodation service could be changed, without regard to the price list, with the agreement of both parties.

3. Agency commission

You will get the agency commission of% of the vessel accommodation fee for each booking according to the ADRIATIC CHARTER's price list.

4. Damage / loss

In case of some damage-loss, the parties to the agreement will agree upon the adequate indemnity from/to the client.

5. Payment

You will sign the vessel accommodation contract with the client and get the invoice from ADRIATIC CHARTER reduced for the agency discount . **You** will remit the corresponding payments to the ADRIATIC CHARTER at any rate before commencement of the vessel accommodation service.

6. ADRIATIC CHARTER's obligations

ADRIATIC CHARTER guaranties proper condition of the boats, expenses for mooring and service in Marina Dalmacija Bibinje-Sukošan and Marina Kaštela and complete preparation of the boats, check in/out as well as insurance expenses. The expenses of resident taxes are not included.

7. General vessel accommodation conditions

The General Vessel Accommodation Conditions are component part of this Agreement.

8. Arbitration

All the disputes that could arise from this Agreement and couldn't be settled peacefully come under the competence of the authorized court in Zadar with the application of the Croatian law.

9. Changes and additions

Alternations and amendments to this Agreement are valid only in written form, signed by both parties to the Agreement.

10. Others

This Agreement is made in 2 (two) identical copies where each party receives 1 (one).

11. Duration

The duration of this agreement is from 23.11.2008. to 31.12.2009.

Taken cognisance of and accepted by:

Date/signature:

Date/signature:

You

ADRIATIC CHARTER

GENERAL VESSEL ACCOMMODATION CONDITIONS

ADRIATIC CHARTER d.o.o.
Marina Dalmacija Bibinje-Sukošan
HR-23206 Sukošan
Tel: +385 (0)23 394 021
Fax: +385 (0)23 393 696

1. Vessel Accommodation Service price

The price includes vessel accommodation service with its equipment. Harbour dues, taxes and fuel costs are not included in the price.

2. Payment conditions

Vessel with complete equipment can be used only after the payment was regularly settled (50% upon booking, the rest 4 weeks before commencement of the vessel).

Web: www.adriatic-charter.com
E-mail: info@adriatic-charter.com

3. Conditions of cancellation

If the charterer for any reason gives up the vessel accommodation, he can, if previously agreed with the owner, cede his rights and duties to another person. If he fails, the costs of cancellation shall be reimbursed from advance-money and that:

- 30% of the vessel accommodation price for cancellation up to 2 months before commencement of the vessel
- 50% of the vessel accommodation price for cancellation up to 1 month before commencement of the vessel.
- 100% of the vessel accommodation price for cancellation within the last month before commencement of the vessel.

If cancellation is due to objective reasons (death of family member, heavy injury, war or other) the accepted deposit shall not be paid back, but the owner shall give the yacht to the charterer at his disposal for another free period of time or within another season.

4. Takeover of yacht

The owner will put at charterer's disposal only completely equipped yachts with full fuel tanks and in faultless conditions and expects the yachts to be returned in the same condition. The yachts are put at charterer's disposal at the appointed time, from 5 p.m. to 9 p.m., at the appointed place. If the charterer fails to takeover the yacht within this 48 hours, the owner is authorized to give up the contract. If the owner is not in position to place the yacht at the appointed place 24 hours after the end of the term, or provide another, at least identical or better one, the charterer has right to give up the contract and get the charter money reimbursed. The owner could reimburse only the amount of the vessel accommodation service, any other compensation possibility is excluded.

When taking over the yacht, the charterer is obliged to check and carefully examine the condition of the yacht and equipment according to the inventory list. The possible covered defects on the yacht or its equipment which couldn't be known to the owner at the moment of takeover as well as defects which could arise after the takeover, do not give right to the charterer to reduce the vessel accommodation price. If the further cruise is for any reason not possible or the overdue of the disembarkation is unavoidable, the base manager must be informed in order to give further instructions. The charterer bears all the charges of the owner that result from the overdue caused by bad weather. Therefore, the careful planning of a route is recommended. Return in the evenings hours of a day before check out is obliged. Any exception is possible only if previously agreed with owner. The owner reserve the right not to hand over the yacht if in the judgment of their representatives the charterer is not competent for any reason to operate the yacht and the owner won't give back the paid amount to the charterer. The owner could give the instructions on charterer's expense.

5. Money deposit

When takeover the yacht, a caution money is to be deposited according to a valid price list. If the charterer returns the yacht in good condition and in the fixed time, the caution money will be returned with no deductions. The caution money is to be deposited also in case when the charterer charters a yachts together with a skipper. In case of personal negligence and/or loss of one or more equipment items, the charterer bears all the costs.

6. Insurance

The yacht is insured against the third person damages and fully insured for all the damages resulting from force majeure up to the registered amount of the value of the yachts for the risks according to the insurance policy. If damage occurs during the cruise and client is not to be charged (due to normal exhaustion or in case of overdraft of the guarantee sum) he must receive permission (instruction) from the owner or base manager for an adequate repair. In case of some bigger averages, as well as of those where the other boats are involved, the charterer is obliged to report the case to the authorized harbour-master's office and record in a protocol (the course of events, estimation of damage) for an insurance company. The charterer is also obliged to report the owner's office. If the charterer does not fulfill his obligations, he can be in full charged for the costs of damage. The damages on the sails are not covered by insurance and the charterer bears the charges for these damages. The same case is with the damages on the engine caused by the lack of oil. The charterer is obliged to check the oil in the engine every day. The personal belongings are not covered by the insurance and it is recommended to the charterer to do it himself. The crew is covered by insurance.

7. Charterers's obligations

The charterer is obliged to sail within the Croatian territorial waters. The charterer is obliged to ask the owner a special permission and certificate for leaving Croatian territorial water. The charterer is not allowed to subcharter the yacht or relet it to the third person, to sail at night by unsafe weather conditions, and to violate the public rules, orders and laws. Number of persons aboard is to correspond to the crew list. The charterer assumes the responsibility for the consequences of non-observance to his obligations. The charterer or skipper declares undoubtedly that he disposes of all necessary navigational skills and that he possesses the valid license necessary for the navigation at the open sea and the radio-phony certificate, which have to be presented. In case of the yacht or its equipment damage, the charterer is obliged to inform the owner immediately using one of the few telephone numbers written in the document aboard. The owner is obliged to remove the damage upon notification. If the owner removes the damage within 24 hours, the client has no right to require any reimbursement. The telephone numbers which can be used for notifying the owner are shown in the yacht documents. The client is obliged to notify the authorities and the owner in case the yacht or equipment is missing, if the further navigation is not possible or in case yachts was dispossessed of, prized or if further navigation was prohibited by state authorities or third parties. If the client fails to hold on his obligations he is considered fully responsible for all the consequences for the owner and he guarantees for them.

8. Complaints

Only written complaints, signed by both parties on the occasion of return of the yacht will be taken into consideration.

9. Arbitration

All the possible disagreements or disputes that cannot be settled peacefully, will be under the jurisdiction of the owner's court in Zadar.

Taken cognisance of and accepted by.

Date / signature:

Date / signature:

You

ADRIATIC CHARTER