

# Charter Agreement

## **CLAUSE 1: AGREEMENT TO LET AND HIRE**

The OWNER agrees to lease the Yacht to the CHARTERER and will not enter into any other agreement for the charter of the Yacht for the same period. The CHARTERER agrees to hire the Yacht and shall pay the Charter Fee, the Advance Provisioning Allowance (if the OWNER is arranging provisioning on behalf of the CHARTERER), and any other charges, in cleared funds, on or before the dates specified and to the account designated in this Agreement.

## **CLAUSE 2: DELIVERY**

At the start of the Charter, the OWNER shall deliver the Yacht to the Port of Delivery, and the CHARTERER shall accept delivery in full commission and working order, seaworthy, clean, in good condition throughout, and ready for service, with complete equipment, including up-to-date safety and lifesaving equipment (including life jackets for children, if any, as part of the CHARTERER's party), as required by the Yacht's registration authority, enabling the CHARTERER to use the Yacht as described in Clause 13. The OWNER does not warrant the Yacht's comfort in adverse weather conditions during any cruises or passages within the Charter Area.

## **CLAUSE 3: RE-DELIVERY**

The CHARTERER shall return the Yacht to the OWNER at the Port of Re-Delivery free from any debts incurred during the Charter Period and in as good condition as when it was delivered, except for normal wear and tear from ordinary use. The CHARTERER may choose to return the Yacht to the Port of Re-Delivery and disembark prior to the end of the Charter Period; however, such early re-delivery shall not entitle the CHARTERER to any refund of the Charter Fee.

## **CLAUSE 4: CRUISING AREA AND TIME**

The CHARTERER shall limit the cruising of the Yacht to the designated Cruising Area and regions within it. The CHARTERER shall also restrict the time under way to an average of six (6) hours per day, unless the Captain, in his sole discretion, agrees to extend this time or otherwise agreed upon by the parties involved.

## **CLAUSE 5: MAXIMUM NUMBER OF PERSONS AND RESPONSIBILITY FOR CHILDREN'S HEALTH**

1. The CHARTERER shall not permit more than the Maximum Number of Guests specified to sleep or cruise aboard the Yacht at any time during the Charter Period.

However, a reasonable number of visitors may be allowed onboard while the Yacht is securely moored in port at the Captain's discretion.

2. If children are onboard, the CHARTERER shall be fully responsible for their safety, conduct, and entertainment.
3. The nature of a yacht charter may render it unsuitable for individuals with physical disabilities or those undergoing medical treatment. By signing this Agreement, the

CHARTERER warrants the medical fitness of all members of the CHARTERER's party for the voyage contemplated herein. The CHARTERER and his party agree to obtain all necessary visas and vaccinations for the countries to be visited.

#### **CLAUSE 6: CREW**

The OWNER shall provide a Crew for the Yacht in accordance with the laws of Greece, ensuring they are properly uniformed, fed, and insured. The OWNER shall ensure that the Captain and Crew comply with the laws and regulations of any country into whose waters the Yacht may enter during the term of this Agreement.

#### **CLAUSE 7: CAPTAIN'S AUTHORITY**

1. The OWNER shall ensure that the Captain provides the CHARTERER with the same attention as if the CHARTERER were the OWNER. The Captain shall comply with all reasonable orders given by the CHARTERER concerning the management, operation, and movement of the Yacht, provided that wind, weather, and other circumstances allow. However, the Captain is not obligated to comply with any order that, in his reasonable opinion, could result in the Yacht being moved to an unsafe port or place, might prevent the CHARTERER from returning the Yacht upon the expiration of the Charter Period, or would cause a breach of Clause 13.
2. Moreover, without prejudice to any other remedy of the OWNER, if the Captain reasonably believes that the CHARTERER or any of his Guests fails to comply with any provisions in Clause 13 and such failure persists after the Captain has provided due and specific written warning to the CHARTERER regarding the same, the Captain shall inform the OWNER and the BROKER(s). The OWNER may then terminate the Charter immediately or instruct the Captain to return the Yacht to the Port of Re-Delivery, and upon such return, the Charter Period shall be terminated. The CHARTERER and his guests shall disembark, and the CHARTERER must settle all outstanding expenses with the Captain beforehand; the CHARTERER shall not be entitled to a refund of any portion of the Charter Fee.
3. Regarding the use of watersports equipment, as defined in Clause 16, the Captain has the authority to prohibit the CHARTERER or any of his Guests from using specific watersports equipment if, in his reasonable opinion, they are not competent to operate such equipment, are behaving irresponsibly, or are failing to show due regard for others while operating this equipment.

#### **CLAUSE 8: OPERATING COSTS**

The CHARTERER shall be responsible for the operating costs specifically defined under "CONDITIONS" on Page One of this Agreement for the entire Charter Period for himself and his Guests. After paying the Advance Provisioning Allowance (A.P.A.) via the BROKER's Account, as required by this Agreement, the CHARTERER will be informed by the Captain at intervals regarding the disbursement of the A.P.A. Should the remaining balance become insufficient due to current expenditures, the CHARTERER must pay the Captain in cash a sufficient amount to maintain an adequate credit balance. Prior to disembarkation at the end of the Charter Period, the Captain will present the CHARTERER with a detailed account of

expenditures with as many supporting receipts as possible, and the CHARTERER shall pay the Captain, in cash, the remaining expenses or the Captain shall refund any overpayment to the CHARTERER in cash, as applicable.

Payment for special requirements or equipment, shore transport, excursions, or any other expenses not typically considered part of the Yacht's operating costs may need to be paid via the BROKER's account in advance or to the Captain upon boarding, in addition to the A.P.A. Unless specific alternative arrangements have been made in writing and in advance, all payments for operating costs, etc., shall be made in cash in the same currency as the Charter Fee. Payments by cheque, credit card, or other negotiable instruments are not acceptable due to the itinerant nature of the Yacht's seasonal schedule, and the CHARTERER should ensure that he carries sufficient cash to cover all reasonably foreseeable expenses or arranges to deposit additional funds with the BROKER.

## **CLAUSE 9: DELAY IN DELIVERY**

1. If the OWNER fails to deliver the Yacht at the Port of Delivery at the start of the Charter Period, the OWNER will compensate the CHARTERER with demurrage pro rata for each day or part of a day lost, or if mutually agreed, the OWNER shall allow a pro rata extension of the Charter Period.
2. If, due to force majeure, the OWNER fails to deliver the Yacht within forty-eight (48) hours or a period equivalent to one-seventh (1/7th) of the Charter Period, whichever is shorter, the CHARTERER may treat this Agreement as terminated. The CHARTERER's exclusive remedy will be a full refund, without interest, of all payments made to the OWNER or BROKER(s). Alternatively, if the parties mutually agree and subject to the Yacht's bookings, the Charter Period shall be extended for a duration equal to the elapsed time between the scheduled delivery date and the actual delivery of the Yacht.
3. If the OWNER fails to deliver the Yacht at the Port of Delivery at the start of the Charter Period for reasons other than force majeure, the CHARTERER may consider this Agreement repudiated by the OWNER. The CHARTERER shall be entitled to a refund without interest of the full amount of all payments made to the OWNER or BROKER(s), and in addition, the OWNER shall pay the CHARTERER liquidated damages, calculated and paid immediately according to the following scale (the measure of the scale is the date of acknowledgment regarding the failure of timely delivery):
  1. If the CHARTERER is informed three (3) months or more before the start of the Charter Period, an amount equivalent to 7.5% of the Charter Fee.
  2. If the CHARTERER is informed more than fourteen (14) days but less than three (3) months before the start of the Charter Period, an amount equivalent to 15% of the Charter Fee.
  3. If the CHARTERER is informed less than fourteen (14) days before the start of the Charter Period, an amount equivalent to 25% of the Charter Fee.
4. Alternatively, instead of the refund and the liquidated damages set forth in paragraph c of this clause, the OWNER may offer the CHARTERER a different yacht of equal or greater size, comfort, and services for the same Charter Period and Charter Fees. If this replacement yacht is agreed upon by both parties, the CHARTERER must give consent.

## **CLAUSE 10: DELAY IN RE-DELIVERY**

1. If the re-delivery of the Yacht is delayed due to force majeure, re-delivery shall occur as soon as possible thereafter. In the meantime, the terms of this Agreement shall remain in force without penalty or claim for damages by the CHARTERER or OWNER.
2. If the re-delivery of the Yacht is delayed due to any breach of this Agreement by the CHARTERER, the CHARTERER shall pay the OWNER or the Captain for each day the Yacht is retained beyond the Charter Period at a daily rate of 150% of the Charter Fee (pro-rata) and for any damages caused to the Yacht or the Captain for that period. This daily rate is payable on demand.
3. If, for any reason, the CHARTERER fails to re-deliver the Yacht in accordance with the terms of this Agreement, the OWNER may take any measures he considers appropriate for the re-possession of the Yacht, including but not limited to the right to board the Yacht.

#### **CLAUSE 11: INSURANCE**

The OWNER shall obtain and maintain for the duration of the Charter Period a marine hull and machinery policy, including coverage for personal injury, medical treatment, or death of any third party arising from the use of the Yacht. The CHARTERER shall be responsible for all personal effects brought aboard the Yacht, which shall remain at the CHARTERER's risk at all times.

#### **CLAUSE 12: SECURITY DEPOSIT**

1. The CHARTERER shall pay the Security Deposit specified on Page One of this Agreement at least fourteen (14) days prior to the commencement of the Charter Period. This deposit will serve as collateral for damages to the Yacht or its equipment, failure to return the Yacht in the agreed condition, outstanding expenses incurred during the Charter, and any other claims arising from the CHARTERER's breach of this Agreement.
2. After satisfactory inspection of the Yacht at the end of the Charter, the OWNER or Captain shall refund the Security Deposit in full or in part within seven (7) days, net of any deductions in accordance with Clause 12.1.
3. The Security Deposit shall not be construed as a limit on liability for damages.

#### **CLAUSE 13: CHARTERER'S OBLIGATIONS**

1. The CHARTERER agrees to use the Yacht solely for recreational purposes for himself and his Guests. The CHARTERER must ensure that no pets or other animals are brought aboard the Yacht without the written consent of the OWNER. The CHARTERER shall also ensure that his and his Guests' behavior does not cause a nuisance to others or bring disrepute to the Yacht. The CHARTERER shall comply with, and ensure that his Guests comply with, the laws and regulations of any country whose waters the Yacht enters during the term of this Agreement. The CHARTERER is responsible for ensuring that any bonded stores or merchandise already aboard the Yacht, or brought on board during the Charter, are cleared through Customs before being taken ashore, as required by law. The Captain will promptly inform the CHARTERER of any breach of these terms

by him or his Guests, and if such behavior persists after this warning, the Captain will notify the OWNER or his

BROKER. In this case, the OWNER may terminate this Agreement by providing written notice to the CHARTERER in accordance with Clause 7 of this Agreement.

2. If the CHARTERER or any of his Guests commit an offense contrary to the laws and regulations of any country that results in detention, fines, or imprisonment of any crew member, or the Yacht being detained, arrested, seized, or fined, the CHARTERER shall indemnify the OWNER against all losses, damages, and expenses incurred as a result. In such cases, the OWNER may terminate this Agreement immediately by notifying the CHARTERER. It is explicitly understood that possession or use of illegal drugs or weapons (including firearms) shall be grounds for the OWNER to terminate the Charter immediately without any refund or recourse against the OWNER.

#### **CLAUSE 14 NON-ASSIGNMENT**

The CHARTERER shall not assign this Agreement, sublet the Yacht, or relinquish control of the Yacht without the OWNER's written consent, which may be granted under terms deemed appropriate by the OWNER.

#### **CLAUSE 15 SALE OF THE YACHT**

If the OWNER agrees to sell the Yacht after the signing of this Charter Agreement but before delivery to the CHARTERER, the OWNER shall provide immediate written notice of such sale to the CHARTERER and the BROKER(s). Should the vessel be sold, one of the following provisions will apply:

1. The OWNER shall facilitate the Buyer taking over the Charter Agreement and performing the Charter on the same terms and conditions through a new Charter Agreement among the involved parties. If the Charter cannot be performed under the same terms and conditions with the same crew or a Yacht of similar or superior standard, the CHARTERER may refuse to sign a new Charter Agreement.
2. If the Buyer is unwilling or unable to fulfill the Charter Agreement, the OWNER shall procure a replacement yacht of similar or superior standard at the same Charter Fee. If the replacement Yacht does not meet the standards or equivalently match the crew and expenses, the CHARTERER may refuse the replacement Yacht.
3. Should the CHARTERER, in accordance with clause 15.2, choose not to sign a new Charter Agreement or reject the proposed replacement, he will be entitled to a refund of the full amount of all payments made, without interest. Additionally, the OWNER shall pay the CHARTERER liquidated damages, calculated as follows:
  - If informed three (3) months or more before the Charter Period begins, an amount equivalent to 7.5% of the Charter Fee.
  - If informed more than fourteen (14) days but less than three (3) months before the Charter Period begins, an amount equivalent to 15% of the Charter Fee.
  - If informed less than fourteen (14) days before the Charter Period begins, an amount equivalent to 25% of the Charter Fee.

The BROKER's commission is considered earned upon signing this Contract, and the OWNER shall pay the entire commission immediately.

## **CLAUSE 16 INSURANCE**

If the OWNER agrees to sell the Yacht after signing this Charter Agreement but before delivery to the CHARTERER, the OWNER shall promptly notify the CHARTERER and the BROKER(s) in writing. Should the vessel be sold, the following provisions will apply:

1. The OWNER shall insure the Yacht according to paragraph 1 – clause 8 on N.2743/99, specifically:
  - For urban liability for death and personal injury of Guests and third parties caused by collision, shipwreck, or other causes, for an amount of at least three hundred thousand (300,000) Euros, regardless of the number of persons.
  - For third-party liability for material damage to Guests and third parties caused by collision, shipwreck, or other causes, for an amount of at least one hundred and fifty thousand (150,000) Euros.
  - For sea pollution, with insurance of at least ninety thousand (90,000) Euros.
2. Additionally, the OWNER shall maintain insurance coverage against liabilities arising from the use of watersports equipment, as per paragraph 3 in clause 7 of this Charter Agreement. The insurance shall also cover war and strikes and include coverage for Crew against injuries and/or Third Party liabilities incurred during their employment.
3. All such insurances (a & b) shall be under customary terms and subject to deductibles typical for a vessel of the Yacht's size and type. The relevant insurance documentation shall be available for the CHARTERER's inspection prior to the Charter upon reasonable notice to the Captain and shall be carried on board the Yacht.
4. The CHARTERER shall obtain independent insurance for personal belongings while on board or ashore, as well as for any medical or accident expenses incurred not covered under the Yacht's insurance as per I and II of clause 16. It is also agreed that cancellation and curtailment insurance is not included in this Agreement.

## **CLAUSE 17 – CHARTERER'S LIABILITY**

The CHARTERER shall only be liable for costs or losses incurred in repairing damage caused by the CHARTERER or his Guests (intentionally or otherwise) to the Yacht or any third party, up to the Excess (Deductible) on the OWNER's insurance policy for each separate incident.

The CHARTERER may be liable for an amount exceeding the Excess (Deductible) for any one incident if the CHARTERER or any of his Guests acted in a manner (intentionally or otherwise) that voids or limits coverage under the OWNER's insurance.

## **CLAUSE 18 DEFINITIONS**

### **1. FORCE MAJEURE**

In this Agreement, "force majeure" refers to any cause directly attributable to acts, events, omissions, accidents, or Acts of God beyond the reasonable control of the OWNER or the CHARTERER (including, but not limited to, strikes, lockouts, labor disputes, civil commotion, riots, blockades, invasion, war, fire, explosion,

sabotage, storms, collisions, grounding, fog, governmental actions or regulations, major mechanical or electrical breakdowns beyond the crew's control, and not due to OWNER negligence).

## **2. OWNERS, CHARTERERS, AND BROKERS**

Throughout this Agreement, the terms "OWNER," "CHARTERER," and "BROKER," along with corresponding pronouns, shall be construed to apply regardless of whether the OWNER, CHARTERER, or BROKER is male, female, corporate, singular, or plural.

## **CLAUSE 19 ARBITRATION**

Any disputes arising from the interpretation or fulfillment of this Agreement shall be resolved through arbitration in Piraeus, Greece. Each party shall appoint one Arbitrator, with a third Arbitrator appointed by the Shipping Chamber of Shipping in Greece. This Agreement shall be interpreted and fulfilled according to the laws of Greece and the Courts of Piraeus.

## **CLAUSE 20 BROKERS**

1. The BROKER's commission shall be considered earned upon the signing of this Agreement and payable by the OWNER based on the full Charter Fee and in accordance with payments of the Charter Fee. In the event of Cancellation or Curtailment by the CHARTERER, the commission shall be deducted from the deposit, and in the case of cancellation by the OWNER, the commission will be payable by the OWNER.
2. If the CHARTERER extends this Charter or re-charters the Yacht from the OWNER within two (2) years from the completion of this Charter, regardless of whether on the same terms, the BROKER(s) shall be entitled to and paid by the OWNER a commission on the gross Charter Fee for that further charter based on the same terms as provided herein.  
The OWNER shall not be obligated to pay commission to the BROKER(s) in case of re-charter under the following conditions:
  - If a license in accordance with Greek legislation is involved.
  - If the commission has been agreed upon.
  - If payment of the commission is evidenced by legal documents.If a lesser commission has been agreed upon, the BROKER of the initial Charter Agreement is entitled to be paid the difference by the OWNER arising from the application of the two different brokerage commissions.
3. If any agreement is reached directly between the CHARTERER and the OWNER for the purchase of the Yacht within two (2) years from the completion of this charter, the BROKER(s) shall be entitled to and paid by the OWNER the customary brokerage commission.
4. The BROKERS in this Agreement shall bear no responsibility for any loss, damage, injury, or death to the person or property of the OWNER, CHARTERER, or any of their Guests during the Charter. The BROKER shall be fully indemnified by the OWNER and CHARTERER for any claims brought by third parties arising from this Agreement.
5. The BROKER shall not be responsible for any cancellation or curtailment of the Charter and any associated losses incurred by the CHARTERER.

6. The BROKER will act only on behalf of the OWNER unless specifically instructed otherwise.

## **CLAUSE 21 ASSUMPTION OF RISK**

The CHARTERER understands that recreational sailing involves risks, including but not limited to the risk of injury, death, and property damage. The CHARTERER accepts all risks associated with the Charter and agrees that neither the OWNER nor the BROKER(s) shall be liable for any damages resulting from accidents, injuries, or loss of property that occur during the Charter.

## **CLAUSE 22 COMPLAINTS**

The CHARTERER shall give notice of any complaint in the first instance to the Captain on board, and note shall be taken of the time, date, and nature of the complaint. If, however, this complaint cannot be resolved on board the Yacht, then the CHARTERER shall give notice to the OWNER or to the BROKER on the OWNER's behalf as soon as practicable after the event giving rise to the complaint has taken place and anyway within twenty-four (24) hours of the event or occurrence unless it is impracticable due to failure or non-availability of communications equipment. The complaint may be made verbally in the first instance but shall be confirmed as soon as possible in writing (by fax, telex, or mail) specifying the precise nature of the complaint.

## **CLAUSE 23 NOTICES**

Any notice given or required to be given by either Party to this Agreement shall be communicated in any form of writing and shall be deemed to have been properly given if proved to have been dispatched pre-paid and properly addressed by mail or bona fide courier service or by fax or telex, in the case of the OWNER, to him or to the BROKER at their addresses as per this Agreement or, in the case of the CHARTERER, to his address as per this Agreement or, where appropriate, to him on board the Yacht.

## **CLAUSE 24 DURATION**

The CHARTERER acknowledges that he is aware of the duration of the Charter and understands that any overrun shall be charged in accordance with the terms set forth herein.

## **CLAUSE 25 ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations, understandings, and agreements between the Parties concerning the subject matter herein.