



Yacht Charter Agreement

1. Parties

This agreement is made between Adria Yachting d.o.o. and

Name:.....

Address:.....

Tel:..... Fax:..... E-mail:.....

Adria Yachting is henceforth called AY and the physical or juridical person, whose name is mentioned above, is henceforth referred to as the Charterer.

2. Charter Object

The charter object is a Gulet by the name of Algarina. She is entirely owned by AY, registered in Sibenik, based in Kastela near Split and fully staffed and equipped for charter. Her detailed specifications are at <http://www.adriayachting.se/Algarina-specifications.pdf>.

3. Charter Period

Place of embarkation:Date..... as from:.....hrs

Place of disembarkation:Date.....until.....hrs

4. Charter Fee and Service

The agreed fee for chartering the whole yacht for the whole charter period is

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This fee includes the cost of the crew, insurance, fresh water and electricity. Also included are the cost of fuel for cruising by engine up to four hours per day and for using the air-conditioning system also up to four hours per day. Additional engine hours and/or air-con hours will be debited at rates of €30 and €10 respectively and payable by the Charterer to the Captain before disembarkation. All prices include Croatian VAT.

The fee does not include any part of the travel cost to or from the places of embarkation and disembarkation, nor fees payable in harbours and marinas. The price does also not include any tourist taxes or fees for visiting national parks, nor does it include the costs of meals and drinks. Half Board is a mandatory charge the cost of which is EUR 18 per day and person, drinks not included. The Charterer or his/her guests must not bring their own food and drinks.

Transfers from and to the airport closest to the relevant port may be arranged by AY at actual cost, if so requested by the Charterer.

5. Cruising Area

The Charterer may determine the cruising area, places to visit, etc. provided (a) that the Captain has no objection with respect to the safety of the yacht and all on board and (b) that he is able to bring Algarina to her final destination by the end of the charter period. The Charterer and his/her guests may, if they so wish and if the Captain agrees, take part and assist in the operation of Algarina, for which, however, the Captain remains ultimately responsible and therefore has the right and obligation to exercise the necessary authority in these regards, including to ensure timely arrival at the final destination.

6. Use of Algarina

Algarina is to be used by the Charterer exclusively as a pleasure yacht. The Charterer must not sub-charter Algarina or use her for commercial or illegal transportation of goods or persons. The Charterer has to comply with and ensure compliance by his/her guests with the laws and regulations of any country that they visit on board of Algarina. AY has the right to full compensation from the Charterer for any damage or loss incurred by AY due to carelessness by the Charterer or any of his/her guests or due to disregard by any of them of existing laws and relevant regulations.

Neither the Charterer nor any of his/her guests must bring on board firearms or drugs. The bringing on board of pets or any other kinds of living animals is also not allowed unless specifically agreed in advance with AY or the Captain.

7. Payment Conditions

A down payment of 40 % of the charter price is payable by the Charterer within seven days following the conclusion and signing of this Agreement. The remaining 60 % are to be paid one month before embarkation. Bank details are as follows:

Recipient/Beneficiary:	Adria Yachting d.o.o.
Bank:	Splitska Banka, Sibenik
IBAN:	HR63 2330 0031 1003 9867 6
SWIFT:	SOGEHR22
Kontonummer:	20031430002

Payments for Half Board shall be made in cash to the Captain on the day of embarkation. The cost of dinners (EUR 20 per dinner, drinks excluded) and drinks served during and between meals shall be accounted and paid for in cash to the Captain prior to disembarkation in accordance with a separate price list.

8. Insurance and Liabilities

The overall liability insurance coverage arranged by AY with Yacht-Pool Insurance Service has a limit of Euro 1,000,000. The insurance policy comprises an accident insurance with a maximum coverage for each passenger in case of invalidity of HRK 80,000. The coverage in case of death is limited to HRK 40,000 per passenger. AY cannot accept liability for any costs incurred by or damages inflicted on the Charterer or any of his/her guests that go beyond any part of the aforementioned insurance coverage.

Also, notwithstanding the foregoing, AY shall not be liable for any damage or loss of property or injury or death of any of the Charterer or his/her guests in cases where any such damage, loss, injury or death are due to "force majeure".

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The Charterer and his/her guests are recommended to make individual arrangements on a private basis for supplementary insurance coverage.

The dinghy, which is equipped with a 15 hp outboard engine, fishing gears, snorkeling equipment, and any other leisure tools and equipment existing on board of Algarina may be made available to the Charterer and his/her guests to be used by them at their own risk.

9. Amendments and Cancellations

Any kind of amendment or cancellation of this Agreement must be submitted in writing. In case of cancellation by the Charterer, he/she will forfeit the down payment. In case of cancellation by the Charterer after the charter fee has been fully paid, the Charterer will be reimbursed 30 % of the full charter fee.

In case of cancellation by AY due to technical or any other reason outside their control, AY will undertake everything within their power in order to meet their commitments according to this Agreement or endeavour to offer alternative solutions acceptable to the Charterer. In case Algarina would be unavailable for a small part of the agreed charter period, the payment due by the Charterer will be reduced proportionally.

In the most unfortunate case that Algarina would not be available for a major part of the agreed charter period and if there is no acceptable alternative solution, AY will return to the Charterer all amounts paid by him/her to AY. However, AY cannot be held financially responsible and liable to reimburse the Charterer for travel costs or any other costs incurred by him/her or his/her guests in relation to this Charter Agreement.

10. Arbitration and Applicable Law

Any dispute arising out of or relating to the interpretation or implementation of this Agreement which cannot otherwise be settled by the Parties shall be referred by any of them to arbitration for settlement in accordance with the UNCITRAL Arbitration Rules as in force at the date the dispute is referred to arbitration. The number of arbitrators shall be one. The place of arbitration shall be Vienna, Austria and the applicable law shall be the Austrian law. The decision of the arbitrator shall be final and binding on the Parties.

Date:.....

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Hans Christian Cars
Managing Director
Adria Yachting d.o.o
Put Gradine 18
222 43 MURTER, Croatia

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Name
The Charterer