

MARINE KAŠTELA d.o.o.

GENERAL TERMS of the annual berth rental contract no. in Marina Kaštela

General terms of the annual slip rental (hereafter "Terms") are integral parts of the Contract and are fully incorporated herein. Terms shall apply to all customers, vessel owners and their attorneys. Marine Kaštela d.o.o. (hereafter "Marina") reserves the right to amend and modify Terms.

1. Marina assigns to owner the slip for his exclusive use and shall have the right at any time to reassign owner's vessel to a different slip. The owner should in this case be accordingly informed. In the event of emergency (interrupting security of the vessels and people in Marina), Marina reserves the right to immediately, and without prior notice to owner, relocate owner's vessel to another suitable slip.
2. The regulations of the slip rental contract apply only, if the vessel is located within Marina's premises, if the contract is signed by both the vessel's owner and authorized Marina representative, if the keys and the vessel permit with inventory list are issued to owner by Marina's office.
3. By taking over the vessel's documentation by owner or its authorized representatives, it is understood that the vessel is taken over. Marina assumes no responsibility whatever for the vessel, whether it is located within Marina's premises or outside Marina's property.
4. The vessel's owner or its authorized representatives, crew members and any additional parties authorized to use the boat other than owner are obligated:
 - to refer copy of "Certification of Ownership" and valid insurance policy.
 - to abide by these Terms as well as Marina rules and regulations, otherwise the Marina reserves the right to cancel the contract without prior notice to owner.
 - to maintain the boat and its surroundings in a neat, clean and unobstructed condition at all times. Should it become necessary for Marina to maintain the area in said condition, it will be done at owner expense.
 - to keep the entire marine equipment (according to inventory list) in the locked part of the vessel.
 - to report every change of equipment on the inventory list.
 - to deliver the boat keys regularly at the Marina's office. Marina assumes no responsibility for keys which are not delivered at the Marina's office.
 - to consider all valid regulations concerning stay and navigation within the coastal boundaries of the Republic of Croatia.
 - to report every departure personally to the Marina's office or Marina's officials. In the event of emergency it is allowed to use VHF channel 17.
 - to switch off all electrical and water connections prior to leaving the vessel; if this does not take place, it can be done so by the officials of the Marina without previous notification.

- to provide the boat with fire protection equipment and fire-extinguishing instruments which can be used in case of emergency. The Marina can also require additional fire-preventing means, if it is considered that the existing means are not sufficient.
- to attach the boat with a well visible mark or a registration character. If the owner fails to do so, the Marina can attach the appropriate registration characters at the expense of the owner.
- to provide the boat with sufficiently dimensioned cordage and a cover for the boat. Determined lack of the aforementioned equipment can be recovered by officials of the Marina at the expense of the owner and without previous notification or permission.
- to compensate for damage to the vessel, cars or equipment of third parties caused by the owner or crew members or as a consequence of bad maintenance of the boat or its equipment.
- to tie the ship correctly according to instructions of the Marina's personnel. If the ship is not properly tied, the officials of the Marina can do this at the expense of the owner.
- to give technical detailed information for all work done on the boat from which any given technical tasks can be visible.
- to give the exact specification and position of any equipment on the underwater sections of the vessel when lifting the boat out of the water .
- to pay the monthly, semi-annual and annual slip in advance, otherwise daily slip rental will be charged.
- to use the slip by the vessel for which the slip rental was paid. In case of vessel's departure from marina before the slip contract has expired, the owner does not retain the slip for another vessel but concludes a new contract for the vessel in arrival.
- to respect the Marina's right to prohibit the washing of the boat and water consumption due to the exceptional circumstances (drought, repair of damages etc.) with a prior notice to owner .

5. The Marina Kaštela assumes no responsibility nor is obligated to damage compensation:

- for damage resulted by carelessness or ill will of the owner or user of the boat, crew members or guests,
- for damage caused by bad maintenance, neglect or tearing up the boat or equipment,
- for damage as a consequence of hidden flaw of the vessel,
- for damage caused by rodents,
- for developed damage by time delay or loss of profit,
- for damage to the equipment which is not registered in the inventory list,
- for damage or disappearing of equipment (without breaking open the boat) which is registered in the inventory list, but not locked in the interior of the boat
- for damage caused by the unprofessional execution or frazzle of electrical, gas and water installations, respectively from the dock to the boat,
- for damage developed through the disregard of the customs, port and other administrative regulations as well as the Marina's rules and regulations,
- for frost damages,

- for loss of fenders, anchors, ropes, propellers, dinghies, outboard engines and other equipment made available to the third parties by the owner of the vessel that is to say without breaking into the closed areas of the boat or without using any other form of forceful entry,
 - for damage on all of the boat's technical instruments unless the Marina is held responsible for damages caused by fire, explosion, theft or the loss of the vessel,
 - for damage to the boat caused by another boat,
 - for all damages caused by the third parties by their actions or negligence, including damages for which the person has to take the objective responsibility by applying the institute of responsibility for the damages caused by dangerous material or action,
 - for damages caused by dangerous emissions from air or sea, of natural origin or caused by actions, negligence or lack of action from the third party.
6. Marina Kaštela is not responsible for delay in fulfilment of its contractual obligations if such delay has been caused by force majeure. Under the term force majeure such exceptional, gravely altered circumstances are understood, that occur after contract signature and before fulfilment of obligations stipulated hereunder, the occurrence of which was not provoked by one of the parties and could not have been foreseen or overcome and which prevent the fulfilment of either of the parties obligations. Such circumstances are: tempest, tidal wave, earthquake, fire, epidemic, natural catastrophes or disasters, decrees issued by Government and other state authorities, strikes, public riots, war, etc. Marina Kaštela will not be held responsible in case of natural disasters and for the damage that can occur on the bimini, spray hood, main sail or genoa during such circumstances. The slip user is obligated to ensure the parts mentioned above before leaving the boat on the slip in the Marina.
- By the date of annulment presented on last invoice, Marina ceases to bear any responsibility for the condition of the above presented vessel and all possible damages are going on slip user account.
7. Before leaving the boat for keeping and maintenance for the winter, the contracting party should fill out an order form for winter service as well as stipulate these Terms form.
8. The contracting party may not sublet the slip to third parties.
9. The Marina has the right to restrain the boat (right of retention) and pledge right to the boat and equipment for all open demands. Furthermore, contracting parties agree that Marina reserves the right to replace boat on ground or refuse lowering in water or do any other services without preliminary payment of all open debts.
10. If the boat owner does not settle the payment within 60 days upon the date of expiry of charged period, Marina will institute legal actions and in accordance with the pronounced court sentence will acquire the right to square the outstanding claims by sale of the vessel or its parts.

11. During the absence of the vessel, Marina can re-rent the slip. The slip user is obligated to announce the absence of more than 7 days and planned return minimum 1 day before by phone or VHF (Channel 17). The boat's absence from the Marina shall not be deductible from the slip fee.
12. Repair work on the boat of the slip user may be executed only by the service of the Marina or by firms that have valid contract with the Marina. All persons occupying the Marina's premises are obligated to consider and abide by the Rules of order in the Marina Kaštela harbour. The slip user has the right to authorize only one person to act as skipper of the boat who must be registered as such. The authorized skipper can perform his duty on a single boat in the Marina Kaštela.
13. Marina Kaštela provides Boat care services which are fully presented to the slip user upon his arrival and in the course of signing the Terms. The slip user is obliged to submit all necessary papers regarding the works and maintenance of the boat to Marina's office. Under no circumstances shall the Marina Kaštela be held liable for the slip user's violation of Terms.
14. Persons other than those entered in the slip contract, may use the boat only if the written assertion of the owner is submitted. In this case a tax has to be paid in the Marina's office.
15. Services used by the owner, his crew members or third parties and which are not included in the slip contract are to be paid immediately upon receiving the bill. Possible complaints are to be announced in writing within 30 days of receipt of the invoice.
16. Contracting party is obligated to insure the boat and its equipment against the usual risks. The boats that are inappropriately insured or do not have an insurance at all will not be taken over by the Marina, and for damage to such vessels no responsibility will be taken.
17. The Marina does not take responsibility for damage or accidents resulted from neglecting the Terms.
18. Charter firms with Travel lift pass have the right to rent a dry slip for the period of 12 months based on the annual dry slip rental. Travel lift pass can only be used by charter fleet in combination with the valid wet slip contract in the Marina Kaštela. The charge for this service is based on the overall length and width of all boats in the fleet. The price includes: 4 travel lift operations and 2 hull cleanings with a high pressure pump.
19. Charter firms that have valid contract with the Marina are obligated to organize ensuring of the boats as well as intervention in case of emergency, natural disasters, etc. Marina Kaštela will not be held responsible in case of missing the boat's equipment, its damaging or when an unauthorized person enters the boat.

20. Charter firms that have valid contract with the Marina are obligated to take all necessary actions for the purpose of protecting the environment and to consider and abide by the "Rules of internal order in the nautical tourism harbour". The Marina has an unbinding right to uncommonly cancel the slip contract if there is a determined proof of pollution and violation of the valid ecological norms and standards of environmental protection.
21. Charter firms that have a valid contract with the Marina will pay 10% enlarged slip prices for their boats.
22. Diving nor any other sub sea activities are not allowed in the Marina unless performed by official divers of Marina Kaštela.
23. The slip user has the right to cancel the slip contract at any time in written form. Consequently, any other contract between the contracting party and the Marina will be considered cancelled. In such an event, the Marina shall retain any and all payments by the boat's owner regardless of the party that cancelled the contract.

The undersigned agrees to abide by these Terms:

Slip user: _____