

OPOI NAYΛΩΣΗΣ / CHARTER CONDITIONS

This MEMORANDUM OF AGREEMENT FOR SELF SAIL CHARTER made between the above mentioned owner and the above mentioned charterer, where it is agreed as follows:

1. The owner agrees to let on bare-boat charter and the charterer agrees to charter the unattended above-mentioned yacht for the above mentioned period and for the above mentioned sum, which is due and payable by the charterer as agreed to upon the signing of this Agreement.

Validity 2. The signature of this Agreement by the Owner and/or his Agents becomes valid and binds the Owner to his obligations hereinafter mentioned only on condition that the Owner will actually receive the sums of the payments as indicated in Clause 1 above, in time.

Delivery 3. The Owner agrees:
a. To fit out the Yacht and to hand her to the Charterer, without crew, clean, ready for sea, with all the gear and equipment indicated in the Yacht's brochure and its inventory list and in proper running and seaworthy condition
Insurance b. To insure the Yacht and her equipment against fire, marine and collision risks and third party damage and against any and all loss or damage and the Charterer shall therefore be relieved of any and all liability which is covered by the said Policy, provided that such loss or damage is not caused or contributed to by any act of gross negligence or wilful default on his part. Should the Owner fail or elect not to effect such insurance he shall assume the same responsibilities as if the Yacht were so insured, but he shall not be under any liability for the loss or damage to the personal property of or for any injury to the Charterer or any person on board with his permission.

Delayed Redeliver c. To employ every reasonable effort to ensure delivery of the Yacht on the date and at the place as above.

4. The Charterer agrees:
a. To redeliver the Yacht to the Owner cleaned-up, together with all her equipment, in the same good condition as she was at take-over

Deposit and b. To leave on deposit and as guarantee with the Owner on taking over the Yacht.

Guarantee
Composition of Charterer's Party and Cruise Limits c. Not to use the Yacht for racing or for towing other craft, except in an emergency, or generally for any purpose other than that of private pleasure of the Charterer and his party or to accommodate aboard any person other than those shown on the crew/passenger manifest nor to take the Yacht or permit her to be taken outside the area of the Greek seas nor to sublet the Yacht without the written consent of the owner.

Observance of Customs and Diving Laws d. Not to allow any person on board to commit any act contrary to the customs laws of Greece or of any country or contrary to the laws pertaining to fishing or under water fishing nor to seek and / or take possession of objects of archaeological nature or value and that in case any such act is committed this Agreement shall thereupon terminate, but without prejudice to any rights of the Owner and that the Charterer shall carry alone any resulting responsibilities and he shall answer alone to the appropriate Authorities.

Restrictions in Leaving Port e. Not to leave a port or anchorage if the wind force is or is predicted to be over six (6) of the Beaufort Scale or if the harbor.

Authorities have imposed a prohibition of sailing or while the yacht has unrepaired damage or any of her vital parts such as engine, sails, rig, bilge pump, anchoring gear, navigation lights, compass, safety equipment, etc. are not in good working condition or without sufficient reserves of fuel or in general, when weather conditions or the state of the Yacht or its crew or a combination of them concerning the safety of the Yacht and her crew is doubtful.

Restrictions in Itinerary f. When necessary, to promptly reduce canvas and not to allow the yacht to be found sailing under an amount of canvas greater than the one insuring comfortable sailing without excessive strains and stresses on the rigging and the sails, not to sail the Yacht in any area not sufficiently covered by the charts at his disposal or without having previously studied the charts of the area and other printed aids on board thoroughly, not to sail the Yacht at night without all navigation lights functioning or without sufficient watch on deck.

g. To plan and to carry out the yacht's itinerary in such a manner as to reach the port of call farthest away from the point at which the Yacht must be returned to the Owner (Turn-Around Point) within the first one third (1/3) of the charter period and that two days prior to the termination of the charter the yacht's port of call shall lie at a distance not greater than forty (40) N.M. from the point at which the Yacht is to be returned to the Owner.

IT IS HEREBY FURTHER AGREED by and between the parties hereto:

Charterer's Sailing Qualifications 5. This agreement Is entered into on the basis of the Charterer's competence in sailing, seamanship and navigation stated by him in writing and in the event of any error, omission or misinterpretation, in this respect being subsequently discovered, the Owner shall be entitled to terminate this Agreement forthwith and to retain the Charter fees.

Test of Sailing Competence of Charterer and his Crew 6. The Owner (or his representatives) may require the Charterer and his crew to demonstrate their competence in handling and navigating the yacht safely by actually operating the yacht at sea with the Owner (or his representative) aboard and should the Charterer and/or his crew fail to satisfy the Owner in this respect ,the Owner may terminate this Agreement as stated in Clause 5 above or place aboard the yacht a seaman, if one acceptable by both the Owner and the Charterer is available, at the expense of the Charterer for as many days as the Owner will consider necessary for the safety of the yacht and her passengers and any time required for this test of the Charterer's competence and seamanship will be part of the agreed Charter period.

Acceptance of the Yacht Charterer's during Charter Time 7. Before signing the aforesaid form, the Charterer shall have the right to inspect the yacht, her gear and her inventory thoroughly to ascertain that all are available and in good working condition, except as may be noted thereon, but the signature of the Take-Over form by the Charterer shall be deemed to imply acceptance of the yacht which thereafter will be in the Charterer's full responsibility and the Charterer shall have no right to claim for any loss of time or expense occasioned by any accident or breakdown or failure of any part of the Yacht.

8. The command of the professional vessel is taken over by a passenger who has the required qualifications according to the provisions of the Law for the command of the vessel.

Command of the Vessel 9.a. The command of the commercial vessel is taken over by a passenger who has the required qualifications according to the provisions of the Law for the command of the vessel.

b. The command of the commercial vessel is taken over by a master who is engaged by the charterer and he is considered as the nominee of the charterer.

Embarkation/disembarkation on board of other passengers than those referred in the Passenger's List 10. Embarkation/ disembarkation of passengers is allowed in this charter. The command of this vessel has the obligation to inform the closest Port Authorities when there is a change to the Passenger's List by applying an updated Passenger's List.