

**ΝΑΥΛΟΣΥΜΦΩΝΟ ΙΣΤΙΟΠΛΟΙΚΟΥ ΣΚΑΦΟΥΣ ΧΩΡΙΣ ΜΟΝΙΜΟ ΠΛΗΡΩΜΑ
BAREBOAT YACHT CHARTER PARTY / CONTRAT DE LOCATION DE VOILIERS SANS EQUIPAGE**

Εγινε την / Made the / Fait le: τόπος / place / lieu:.....

Όνομα σκάφους / Name of vessel / Nom du voilier : **ATLANTIS 43**

Λιμένας νηολόγησης / Port of registry / Port d'immatriculation: **PIRAEUS PORT**

Register No: **3187**

ΟΙ ΣΥΜΒΑΛΟΜΕΝΟΙ / THE CONTRACTING PARTIES / LES PARTIES CONTRACTANTES

A - Ο πλοιοκτήτης ή και με την εξουσιοδότησή του :

The Owner, or by the authority of the owner:

Le propriétaire, ou par l'autorité du propriétaire:

Διεύθυνση / Address / Adresse :

ΑΦΜ / Tax Number / TVA :Δ.Ο.Υ. / Tax office /

B - Ναυλωτής / Charterer / Locataire:ΑΦΜ.....

Αριθμός Ταυ/τας ή Διαβ/ρίου – Identity card or Passport No – No carte d'identité ou Passeport :.....

Διεύθυνση / Address / Adresse :

Περίοδος ναύλωσης / Charter period / Période de location : Από / From :.....Μέχρι / To :.....

Συνολικός Ναύλος σκάφους / Yacht chartering freight in total / Somme total de location du voilier :

Ναυλομεσίτης / Broker / Agence :

ΑΦΜ / Tax Number / TVA :Δ.Ο.Υ. / Tax office /

Υπογράφεται από τον Πλοιοκτήτη
Signed by the Owner
Signé par le Propriétaire

Υπογράφεται από τον Ναυλωτή
Signed by the Charterer
Signé par le Locataire

Υπογράφεται από τον Ναυλομεσίτη
Signed by the Broker
Signé par l'Agence

ΘΕΩΡΗΣΗ από την ΛΙΜΕΝΙΚΗ ΑΡΧΗ

ΒΕΒΑΙΟΥΤΑΙ:

Ότι κατά τον απόπλου του επαγγελματικού πλοίου αναψυχής :

Νηολόγιο: Αριθμός: Αριθ. Αδείας επαγγ. πλοίου : **Φ. 3344.1** /

συμπληρώθηκε και κατατέθηκε αντίγραφο ναυλοσύμφωνου.

Τόπος : Ημερομηνία :/...../ 2010

Η ΛΙΜΕΝΙΚΗ ΑΡΧΗ

ΝΑΥΛΟΣΥΜΦΩΝΟ - CHARTER PARTY – CONTRAT DE LOCATION BATEAU
TERMS OF AGREEMENT FOR BAREBOAT CHARTER WITH A SKIPPER
TERMES DE L'ACCORD DE LOCATION D'UN VOILIER (BAREBOAT) AVEC SKIPPER
ΟΡΟΙ ΣΥΜΦΩΝΗΤΙΚΟΥ ΓΙΑ ΝΑΥΛΩΣΗ ΙΣΤΙΟΠΛΟΪΚΟΥ ΧΩΡΙΣ ΜΟΝΙΜΟ ΠΛΗΡΩΜΑ ΜΕ SKIPPER

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1. Starting & Ending Time / Terms of payment:

The owner agrees to let on bare-boat charter and the charter agrees to charter the unattended above mentioned yacht (hereinafter called 'the Yacht'), for the period as stated above and commencing at ο'clock on the stated starting day and ending at ο'clock on the stated ending day, for the sum as stated, of whichare due and payable by the charterer..... to upon the signing of this agreement.

The balance ofis due and payable in the following manner:

2. Validity :

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.

3. Delivery:

a) *The Owner agrees:* To fit out Yacht and to hand her to the Charterer, without crew, afloat, 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 at:

b) To employ every reasonable effort to ensure delivery of the Yacht on the date and at the place mentioned in Clauses 1 and 3 (a) hereof, but if for any cause whatsoever (should unforeseen circumstances arise), the Yacht shall not be ready as above mentioned, the Charterer shall have the right of choice of one of the following possibilities:

I. Provided that the following charter commitment of the Yacht allows it and that the Owner agrees, to prolong the period of charter by the same length of time by which the delivery has been delayed.

II. To leave the date of termination unchanged as in Clause 1 hereof and to be refunded by the Owner with the amount proportional to the time by which delivery was delayed at the rate corresponding to the total charter fees in Clause 1 hereof.

c) *The charterer agrees:* a) To redeliver the Yacht to the Owner atcleaned-up, together with all her equipment, in the same good condition as she was at take-over, at the time designed in Clause 1, but, unless the yacht has become a total loss. If he leaves the yacht at any place other than the place designed in this Clause, to pay to the Owner all expenses involved in transferring the yacht to the place as mentioned at this Clause.

d) Not to allow any person on board to commit any act contrary to the custom laws of Greece or of any other country will visit. Under water archaeological researches, under water fishing with bottles are strictly forbidden.

4. Responsibilities: Charterer / Agent / Owner: To comply with the terms of the charter party and of our cancellation policy.

4.1. The Agent, the skipper and the Owner cannot and WILL NOT be held liable for any injury or any personal accident of persons on-board or on land, nor to the loss or damage of any personal property of the charterer and his crew during the charter period.

5. Cancellation:

Any cancellation of the charter by the Charterer for any reason must be notified by e-mail to the Owner or to his agent.

1) Bookings canceled until 70 days prior embarkation: Will be retained only the amount of 150 € for administration and bank fee.

2) Bookings canceled between 69–36 days prior embarkation: 50% will be retained, plus 150 € administration and bank fee.

3) Bookings canceled within the last 35 days prior embarkation: NO refunds.

The Owner reserves the right to refund the said deposits (less 150 € per in total administration fee and bank charges) if he succeeds in chartering the Yacht to another Charterer for the same period and price. Also to employ every reasonable effort to accommodate requests for dates changes, given suitable availability.

b) In the event that the Charterer should elect to terminate the charter and deliver the Yacht prior to the date designated in this agreement, the Owner shall not be liable to the return of any proportional part of the hire money.

6. The Agent or Representative of the Owner acts in good faith on behalf of both Owner and Charterer, but acts as Representative only and in no way incur any liability for any acts, matters or things done, committed, omitted or suffered by either party, except for the responsibilities provided by the pertinent legislation of Greece.

7. In the event of any dispute arising between the parties hereto with respect to this Agreement or anything herein contained the same, shall be referred to two Arbitrators in Greece one to be appointed by each party, whose decision shall be final or to an Umpire to be appointed by such Arbitrators, if and when they shall disagree, the decision in such event of the Umpire will be final.

4. Special Provisions (Additional conditions if any) :

The special provisions if any, set out in the schedule hereto, are fully accepted and form part of this Agreement.

1)

2)

Υπογράφεται από τον Πλοιοκτήτη
Signed by the Owner
Signé par le Propriétaire

Υπογράφεται από τον Ναυλωτή
Signed by the Charterer
Signé par le Locataire

Υπογράφεται από τον Ναυλομεσίτη
Signed by the Broker
Signé par l'Agence