

# CHARTER AGREEMENT

**Payments:** The Charterer agrees to hire the yacht and shall pay the charter fee and any other agreed charges by the means specified in this agreement.

**Delivery / Redelivery:** The Charterer agrees to embark and disembark at the ports stated in this agreement. The Charterer shall redeliver the yacht to the OWNER free of any debts incurred for the Charterer's account during the charter period

**Cruising area:** The Charterer shall restrict the cruising area of the yacht to the agreed cruising area.

**Maximum number of persons:** The Charterer shall not, at any time during the charter period, exceed the maximum number of persons stated on this agreement (excluding crew) to sleep and eat onboard the yacht. Where children are taken onboard, the Charterer will be fully responsible for their safety, conduct and entertainment and no member of the crew shall be called upon in anyway responsible for their safety, behavior or entertainment.

**Terms:** The charter shall cover only those items set out on the agreement.

**Delay in redelivery:** If, through the fault of the Charterer, the Charterer fails to redeliver the yacht to the OWNER at the port of redelivery, the Charterer shall agree to pay the OWNER demurrage at the daily rate, subject always to the OWNER's right to recover further or additional loss, including what the next Charterer for the yacht shall pursue, or damage, if any thereby sustained.

**Insurance:** The Charterer shall be responsible to the OWNER of any loss, damage or injury caused by the willful acts of himself or his guests and shall give prompt notice to the OWNER of any event that may rise to a claim..

**Breakdown or disablement:** If the yacht is disabled to the extent where it cannot be repaired within 48 hours or period of one fifth of the charter period, whichever is longer and cannot be replaced by a similar yacht, the Charterer may terminate this agreement by notice to the OWNER. The refund will be made, when practical after such termination, by the OWNER, pro-rata for that part of the charter period that commenced after the time of loss or disablement.

**Use of the yacht:** The Charterer shall use the yacht exclusively as a pleasure vessel for the use of himself and his guests. The Charterer shall ensure that: \* No pets or animals are brought on board without prior permission. \* No narcotics shall be used or carried on board. \* The use by him and his guests shall not cause any nuisance or offence to any person. \* He and his guests shall comply with the Law and Regulations of any country into whose waters the yacht shall cruise and enter during the course of this agreement. \* Any bonded stores or other merchandise which may be aboard the yacht are cleared through the customs before taken ashore. If the Charterer or his guests commit any offence contrary to the Laws and Regulations of any country which results in any member of the crew or guests or the yacht being detained, fined or imprisoned, arrested or seized, the Charterer shall indemnify the OWNER against all loss, damage and expense incurred by the OWNER as a result and the OWNER may by giving notice to the Charterer terminate this agreement forthwith.

**Non assignment:** The Charterer shall not assign this agreement or sub-let the yacht without the consent, in writing, of the OWNER.

## **OWNER'S RIGHTS & OBLIGATIONS**

**Agreement to let:** The OWNER shall let the yacht for the charter period and agrees not to enter into any other agreement for the same period.

**Delivery:** The OWNER shall deliver the yacht to the port of delivery in full working order, clean and good condition and ready for service.

**Crew:** The OWNER shall provide a properly qualified Captain approved by the Turkish port authorities and a properly qualified crew.

**Cancellation:** In the event of cancellation by the Charterer; Prior to 8 weeks before embarkation full refund is made holding the %30 of total amount as cancellation fee , Prior to 8-4 weeks before embarkation full refund is made holding %60 of total amount as cancellation , Less than 4 weeks before embarkation no refund will be made.

**Delay in delivery :** \* If for any reason, the OWNER is unable to deliver the yacht to the Charterer at the port of delivery at the commencement of the charter period, the OWNER shall pay a pro-rata refund of the charter hire for the lost period, or, if it be mutually so agreed, shall allow pro-rata extension of the charter period.

**Breakdown or disablement :** If after delivery, the yacht at any time is disabled by breakdown of machinery, grounding, collision or other cause so as to prevent reasonable use of the yacht by the Charterer for a continuous period of 24 hours or more, then (unless such loss of use is caused by an act, neglect or default of the Charterer's, where the OWNER will be entitled to reimbursement of damages etc. from the Charterer) there shall be a refund after the 24 hours of time lost or, alternatively if agreed, the charter period shall be extended. After the 24 hour time lost, if the Charterer agrees, the OWNER shall replace the yacht with at least a similar or better vessel . If the Charterer elects to cancel the remainder of the charter period, the OWNER shall refund the pro-rata hire fee of the unused period.

**Captain's authority :** The OWNER shall ensure that the Captain shall show the Charterer the same attention as if the Charterer where the OWNER and the Captain shall comply with all reasonable orders given to him by the Charterer regarding the management, operations and movement of the yacht, wind, weather and other conditions permitting.

The Captain shall not however, be bound to comply with any order which, in the Captain might result in the yacht moving to any port or place that is not safe and proper for her to be in or might result in the Charterer failing to redeliver the yacht upon expiration of the charter period.

**Arbitration:** Any dispute in connection with the interpretation and fulfillment of this agreement shall be decided by arbitration. Each party shall appoint their own arbitrator whose decision will be final and binding. The agreement shall be governed by and constructed in accordance with the laws of Turkey.