**YACHT CHARTER AGREEMENT**

made on 02.03.2023 by and between:

OK Events – Kasper Orkisz with its registered office in Warsaw at ul. Czerniowiecka 9/5, tax identification number (NIP): 118-162-21-53, business statistical identification number (REGON): 140834136,

**named Yacht Owner**

and

…………………………………………………………………………………………………………………………………………………………….

Address: …………………………………………………………………………………………………………………………………………………

Represented by: …………………………………………………………………………………………………………………………

**named Charterer**

**Object and Term of the Agreement**

**Article 1.**

1. This Agreement is centred around a bareboat charter of a sailing yacht, model BAVARIA 51

2. During the charter period, the yacht shall be used solely within the cruising limits of the Baltic Sea.

3. The Charterer shall not sub-charter the yacht to third parties during the charter period.

4. The yacht shall be prepared for open sea sailing and it shall have all required security documents.

**Article 2.**

1. Charter dates:

03.06.2023 – 10.06.2023

2. The Yacht Owner shall:

deliver the yacht to the Charterer clean, in good running order and tanked up, on:

a) 03.06.2023 from 18.00

3. The Charterer shall:

return the yacht to the Yacht Owner clean, in good running order, tanked up, stowed, with no damage to the yacht’s equipment and with no missing elements thereof, on:

a) 10.06.2023 to 10.00

4. The port of yacht delivery and return is: PRZYSTAŃ CESARSKA, UL. DOKOWA 1, GDAŃSK

5. Should the Charterer wish to have the charter period extended, they shall advise the Yacht Owner’s representative thereof and obtain their written consent thereto which shall state the new date of the yacht’s home port berth.

**Fees**

**Article 3.**

1. The gross charter fee totals: 14155 zloty

Additional payments:

Transit Log PLN 550 per charter (mandatory fee) – payable at the charter commencement date (includes – final cleaning, 1 bottle of gas, parking for one car during the charter period, marina cost – boat, showers and toilets in the first and last day of the charter.

2. The charter fee includes: the charter of a bareboat yacht with complete sailing, navigation (no paper maps included) and galley equipment, water, electricity, liability insurance cover, comprehensive yacht insurance cover in accordance with the General Insurance Terms and Conditions.

3. The charterer might order additional option (additional parking, beddings, early check in or late check out, deposit insurance, dinghy, SUP board) –till 3 days before the charter.

4. The fee does not cover: any harbour or port dues (without home port for the first and last night), costs of fuel or other cruise-related expenses, additional insurance covers, except for those set forth in the Appendix hereto.

**Article 4.**

1. Payment terms:

Payment 60% - PLN payable to 09.03.2023

Payment 40% - PLN payable to 03.05.2023

2. Payments can be wire transferred to bank account number:

OK EVENTS KASPER ORKISZ

SANTANDER, SWIFT: WBKPPLPP

PL 88 1090 0088 0000 0001 5287 7321

3. The Agreement shall become binding if the Charterer settles the aforementioned advance payment on time.

**Article 5.**

1. Should the Charterer wish to cancel the charter, they shall do so in writing (by email or by post) and they shall incur the following cancellation costs:

a) cancellation within up to 60 days before the charter commencement date – 40% of the originally agreed charter fee;

a) cancellation within up to 30 days before the charter commencement date – 80% of the originally agreed charter fee;

a) cancellation within a period shorter than 30 days before the charter commencement date – 100% of the originally agreed charter fee.

2. Upon consultation with the Yacht Owner and at their written consent, the charter fee that has already been paid may be transferred to a new charter planned for a different time in the same sailing season.

**Security deposit**

**Article 6.**

1. The security deposit totals PLN 7000 for the entire charter period.

The security deposit constitutes a coverage for any costs referred to in Clause 2. The security deposit amount does not constitute the Charterer’s maximum liability limit. The deposit will be returned max. two days after the charter.

2. The Charterer shall incur the following:

a) the costs of repair of broken yacht parts or equipment elements, where the damage is attributable to the Charterer;

b) the purchase value in the case of equipment elements that have been lost or damaged beyond repair; or the reparations (works and purpose of the parts)

c) the purchase price in the case of missing fuel plus PLN 150 of the fuel value in the case the Charterer returned the yacht that has not been tanked up; the value of missing fuel plus PLN 150 in the case the Charterer returned the yacht that has not been tanked up; not less then it was at the yacht release It's not apply when the petrol station is not working (from October 31 to April 30)

d) liquidated damages totalling 150% of the daily charter fee per each day of the delayed return, in the case the charter period has been extended without the Yacht Owner’s consent;

 d) penalty for extending the charter for up to 4 hours without the owner permission + 1000 PLN,

e) penalty for extending the charter over >4 hours without the owner permission + 2000 PLN

e) liquidated damages totalling 50% of the daily charter fee per each day of sailing beyond the cursing limits set, in the case the yacht has been used outside of the said cruising limits;

f) liquidated damages totalling 50% of the daily charter fee per day, in the case the chartered yacht has been used in offshore racing or sub-chartered to third parties;

g) any Charterer’s liabilities towards third parties relating to the use of the chartered yacht that may be levied on the Yacht Owner;

h) any other costs relating to the chartered yacht arising through the Charterer’s fault.

3. The final amounts shall be settled upon service completion.

**Obligations of the Parties**

**Article 7.**

1. The Yacht Owner agrees to deliver the yacht booked at the agreed port of delivery and at the agreed time; the yacht shall be clean, in good running order, tanked up, supplied in water, with all sailing and galley equipment and gear, and with all documents required.

2. If the Yacht Owner is unable to provide the Charterer with the yacht booked, they shall substitute a comparable yacht with at least the same parameters. Should the Yacht Owner be unable to provide the Charterer with the booked yacht or with a similar yacht within 24 hours of the agreed delivery date, the Charterer shall have the right to unilaterally terminate the Agreement and request the reimbursement of all charter fees paid.

3. Where the Charterer has not delivered a notice of charter cancellation within 24 hours of the agreed yacht charter date, the Yacht Owner shall have the right to unilaterally terminate this Agreement and retain the full amount of the charter fee paid, and the Charterer shall not be entitled to seek damages.

**Article 8.**

**The Charterer agrees and represents that:**

1. The charterer shall not breach any maritime laws, harbour regulations, orders or bans, navigation rules or any other offshore sailing rules and regulations.

2. The Charterer (or a member of the crew) have required knowledge of seamanship, valid licences to sail a yacht in the open seas and a radio operator certificate.

3. They shall not use the chartered yacht for offshore racing.

**Article 9.**

1. The Charterer shall inspect the yacht upon delivery and locate each item listed in the yacht’s inventory sheet enclosed with the acceptance report. The Charterer shall advise the Yacht Owner’s representative of any equipment faults or shortages.

2. Any yacht or equipment defects not found at the time of yacht handover shall be treated as if caused after the handover and the costs relating thereto shall be incurred by the Charterer, unless the nature thereof or the appraiser’s findings suggest that they must have occurred before the yacht was handed over.

3. The Charterer shall be liable for and incur the costs of all lost or damaged yacht parts or equipment elements caused by the Charterer’s or another crew member’s carelessness or the yacht or equipment misuse.

4. The Charterer shall keep a deck log.

**Article 10.**

1. Should the cruise be impossible for any reasons whatsoever, or where disembarkation is delayed, the Charterer shall forthwith advise the Yacht Owner’s representative thereof to agree the procedure. The Charterer shall be liable for the payment of all delay-related fees.

2. The Charterer shall return the yacht to its home port berth no later than in the evening on the day preceding the yacht return. Later home port arrival dates are possible only if the Yacht Owner’s representative consented thereto.

3. The Yacht Owner reserves the right not to hand over the yacht to the Charterer if they, or their representative, find that the Charterer or the Charterer’s crew members have no required licences or skills to sail the yacht in the open seas. In such case, all related costs shall be incurred by the Charterer.

**Insurance and loss of property**

**Article 11.**

1. The yacht is covered under the insurance policy and in accordance with the General Insurance Terms and Conditions, the copies of which may be find on board.

2. Should any covered occurrences materialise, the Charterer shall immediately advise the Yacht Owner’s representative thereof.

3. The Charterer shall report any and all yacht or equipment damage or breakdowns (accidents), also those involving third-party vessels, to the Yacht Owner’s representative and to a competent harbour master; the Charterer shall also draft a report for the insurance company (describing the occurrence, damage, etc.) and notify the insurance company in accordance with the requirements laid down in the insurance policy.

4. Should the Charterer not meet their obligations, they may be required to cover the damage in full.

5. The insurance does not cover sails and any damage thereto shall be covered by the Charterer.

6. The insurance does not cover engine failures resulting from oil shortages. The Charterer shall monitor oil levels on a daily basis; in the case of a damage caused by oil shortage, the Charterer shall cover the engine repair costs in full.

7. The insurance extends to all crew members.

8. The insurance does not cover the Charterer’s or the crew members’ personal property.

9. The Charterer shall incur the costs of any loss not covered under the insurance policy resulting from the yacht or the yacht equipment damage or relating to the equipment shortages caused during the charter period.

**Article 12.**

1. The Yacht Owner shall assume no liability for the loss, damage or theft of the Charterer’s or the crew members’ property or of third-party belongings stored on the yacht; the Charterer shall not lodge any claims against the Yacht Owner in that regard.

**Miscellaneous provisions**

**Article 13.**

1. The Yacht Owner’s representative is Mr. Marcin Woliński, who may be contacted by phone on 600 034 174 or via an email at marcin.wolinski@premiumyachting.pl.

2. The Charterer’s representative is ................................................................................................................

**Article 14.**

1. This Charter Agreement shall enter into force once a signed copy hereof has been received and the advance payment referred to in Article 4.1 has been made on time.

2. No amendments hereto shall be valid unless agreed on by both Parties and made in writing.

**Article 15.**

1. At the time of yacht delivery, the Charterer shall produce a charter agreement, confirmation of advance payments made, valid licences to sail a yacht.

2. The delivery and the return of the yacht shall be carried out based on the acceptance report.

**Article 16.**

1. In the case the Charterer fails to meet their obligations, they shall be fully liable for any consequences thereof.

**Article 17.**

1. All matters not stipulated herein shall be governed by the provisions of the Polish Civil Code and the maritime law.

2. All matters arising out of the performance hereof shall be resolved by a court of competent jurisdiction over the Yacht Owner’s seat.

**Article 18.**

The Agreement has been drafted in two counterparts, one copy for each Party.

**YACHT OWNER CHARTERER**