

CHARTER PARTY (ΝΑΥΛΟΣΥΜΦΩΝΟ)

Signed on (Υπεγράφη την)		at (στο)		Flag (Σημαία)	
Name of Vessel (Όνομα Πλοίου)		Port of Registry (Λιμένας Μηολόγησης)		Register No (Αριθμός Μηολογίου)	

THE CONTRACTING PARTIES (ΣΥΜΒΑΛΛΟΜΕΝΟΙ)

A. Shipowner (Πλοιοκτήτης) -

Address (Διεύθυνση)		E-mail	
Telephone (Τηλέφωνο)		VAT ID (Α.Φ.Μ.)	
		Tax Office (Δ.Ο.Υ.)	

B. Broker (Ναυλομεσίτης) -

Address (Διεύθυνση)		E-mail	
Telephone (Τηλέφωνο)		VAT ID (Α.Φ.Μ.)	
		Tax Office (Δ.Ο.Υ.)	

CHARTER PERIOD (ΠΕΡΙΟΔΟΣ ΝΑΥΛΩΣΕΩΣ)

From (Από)		To (Μέχρι)	
Date / Time (Ημ/νια / Ώρα)	-	Date / Time (Ημ/νια / Ώρα)	-
Port (Λιμάνι)		Port (Λιμάνι)	
Country (Χώρα)		Country (Χώρα)	
Chartered Freight in Total (Σύνολο Ναύλου που Συμφωνήθηκε)			

Charterer shall abide with applicable Law at all times. The total number of persons aboard the yacht shall - never be less than 2 (Skipper & Co-Skipper) when at sea and - never exceed the maximum number of persons aboard as stated on yacht's license and documentation.

Ship Owner Signature (Υπογράφεται από τον Πλοιοκτήτη)	Charterer Signature (Υπογράφεται από τον Ναυλωτή)	Broker / Tourist Office Signature (Υπογράφεται από τον Ναυλομεσίτη)

ΘΕΩΡΗΘΗΚΕ

Την το παρόν ναυλοσύμφωνο του Ε/Γ-Τ/Ρ, Λιμένας Μηολόγησης: , Αριθμός. Μηολογίου: . Με αριθμό. Πρωτ. Αδείας Επαγγελματικού Πλοίου αναψυχής: // και αριθμό Μητρώου Επαγγελματικού Πλοίου Αναψυχής (Α.Μ.Ε.Π.Α.) που αφορά ναύλωση (3) με λιμένα εκκίνησης της ημεδαπής και κατατέθηκε αντίγραφο αυτού στην Λιμενική Αρχή

Η ΛΙΜΕΝΙΚΗ ΑΡΧΗ

ΕΙΔΙΚΟΣ ΟΡΟΣ

Την διακυβέρνηση του επαγγελματικού σκάφους αναψυχής αναλαμβάνει ο Κυβερνήτης, ο οποίος προσλαμβάνεται από τον εκναυλωτή και θεωρείται προστεθείς αυτού ή επιβάτης, που διαθέτει τα κατά νόμο απαιτούμενα προσόντα για τη διακυβέρνησή του. The navigation of the yacht is undertaken by a professional skipper who is hired by the owner or is undertaken by a passenger which possesses the required by the law qualifications for the navigation of the yacht.

TERMS OF AGREEMENT FOR BAREBOAT CHARTER

Starting & Ending Time / Terms of Payment	1. The Owner agrees to let on bare-boat charter and the Charterer agrees to charter the unattended above mentioned yacht (hereinafter called "the Yacht") for the period as stated above (overleaf) and commencing at 0'clock on the stated starting day and ending at the stated ending day, for the sum as stated above (overleaf), of which 50% is due and payable by the Charterer upon the signing of this Agreement and in any case not later than one week from the date of signing. The balance of the remaining 50% is due and payable anytime earlier than four weeks before the beginning of the charter period and embarkation.
Validity	2. The signature of this Agreement by the Owner becomes valid and binds the Owner to his obligations hereinafter mentioned only on the 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, 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 .
Insurance	b. To insure the Yacht and her equipment with an appropriate Insurance Policy according to Greek Law requirements against fire, marine and collision risks, sea pollution and third party damage and against any and all loss or damage in excess of 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 willful 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 Delivery	c. 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 the Yacht shall not be available, 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 an amount proportional to the time by which delivery was delayed at the rate corresponding to the total charter fees in Clause 1 hereof. III. If the delay of delivery exceeds one fourth (1/4) of the total charter time, to cancel this Agreement and be refunded by the Owner with the total amount paid for this charter. In any of the events mentioned in this Clause, neither party shall be liable to pay to the other any other compensation for any loss or damage resulting from the curtailment or the cancellation of this Agreement.
Excess Delay	4. The Charterer agrees: a. To redeliver the Yacht to the Owner at cleaned-up, together with all her equipment, in the same good condition as she was at take-over, at the time designated in Clause 1, but, unless the Yacht has become a total loss, if he shall for any reason fail to deliver the Yacht at the aforesaid date and time, to pay to the Owner demurrage at the rate of the charter price per day of this Agreement increased by fifty percent (50%), for every day or fractional part of a day there-after until delivery has been effected. If he leaves the Yacht at any place other than the place designated in this Clause, to pay to the Owner all expenses involved in transferring the Yacht to the place of redelivery and pro-rata demurrage as above for the number of days required for this transfer, as well as for any loss or damage not covered by the insurance policy, which may occur on or to the Yacht until she has been taken over again by the Owner.
Redelivery (Return) of the Yacht and Delays	b. To leave on deposit and as guarantee with the Owner on taking over the Yacht the amount of to meet in whole or in part any claim by the Owner in respect of any loss or damage to the Yacht and / or her equipment not recoverable under the Insurance Policy as in Clause 3(b) hereof and for any claim by the Owner in respect of the provisions of Clause 4(a) above. The aforesaid deposit shall be refunded to the Charterer, subject to the provisions above, after inspection of the Yacht, her gear and her inventory by the Owner. 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 which should include not less than ONE (1) qualified skipper and ONE (1) experienced passenger, but not more than people in total at sea at any time, or to accommodate aboard any person other than those shown on the Passenger list as stated in Clause 16 hereof nor to take the Yacht or permit her to be taken outside the area of the Greek seas nor to sublet the Yacht . 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. e. To take every possible preventive measure and precaution to avoid to bring the Yacht in any condition in which the Yacht will need to be towed to any point by another vessel, but should such a necessity arise, in spite of the Charterer's efforts, to negotiate and agree with the captain of the other vessel on the price to be paid, before allowing the Yacht to be towed. f. 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 passengers or a combination of them concerning the safety of the Yacht and her passengers is doubtful. g. 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. h. To keep the Yacht's Log Book up to date, noting each day the port of call, the state of the Yacht and its equipment, any change in the composition of the passengers and when at sea, to note regularly, the time, positions, weather conditions, sail plan and hours of engine operation. i. 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. k. To report by telephone or cable to the Owner at reasonable intervals (every 3 days) the position and state of the Yacht and of her passengers, as well as in the event of any damage to the Yacht.
Deposit and Guarantee Restrictions in the use of the Yacht	l. To study and acquire a working knowledge of any printed matter pertaining to the proper handling of the Yacht and to the conditions in the cruising area which may be made available to him by the Owner.
Composition of Charterer's Party and Cruise Limits	5. This agreement is entered into, on this basis of the Charterer's (or his representatives') competence in sailing, seamanship and navigation skills, stated by him in writing hereof and in the event of any error, omission or mis-interpretation in this respect being subsequently discovered, the Owner shall be entitled to terminate this Agreement forthwith and to retain the Charter fees. 6. The Owner (or his representatives) may require from the Charterer and his passengers 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 passengers 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.
Observance of Customs and Diving Laws	7. The delivery of the Yacht to the Charterer will be made at the commencement of the charter period as designated in Clause 1. The time required to demonstrate the Yacht to the Charterer and to familiarize him with her shall be part of the agreed charter time. The free use of the Yacht will be granted to the Charterer after he has signed the Take-Over form.
Agreement for Towing the Yacht	8. 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.
Restrictions in Leaving Port	9. After take-over, expenditures for port-dues, water, fuel, lubricating oil and any other stores required, as well as the repair of any damage or failure that may occur while the Yacht is in the Charterer's responsibility and which are not the result of normal and natural wear shall be made by the Charterer at his expense, provided that he previously obtains the consent of the Owner for the technical suitability of the repair to be made. In the case of repairs of damages or failures resulting clearly from normal and natural wear, the Charterer shall previously obtain the Owner's consent with regard to the cost and technical suitability of these repairs and the Charterer shall collect the pertinent receipts against which he shall be refunded by the Owner at the end of the charter.
Restrictions in the Use of Canvas / Restrictions in Navigation	10. If any accident or damage is caused by the Yacht, the Charterer shall request from the nearest Port Authority to ascertain the damage or accident and the circumstances in which it has been caused and to make a written record and statement about it and he shall notify the Owner at the same time.
Yacht Log	11. In the event of cancellation of the charter by the Charterer, for any reason, except as mentioned in Clause 3 (c) (III), after signing this Agreement, all advance payments made up to the date of cancellation will be retained by the Owner, and the Owner reserves the right to refund the said deposits only if he succeeds in letting the Yacht to another Charterer for the same period and under the same conditions. 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.
Itinerary	12. Should the Yacht become an actual or constructive total loss before or during the charter period, this Agreement shall be deemed to be at an end and the Charterer shall recover from the Owner all charter money paid in advance to the Owner only in case the loss has occurred before the charter period, or during the charter period, provided that the Charterer or his passengers were not responsible for the loss.
Reports of Yacht's Position and State	13. For the duration of the charter period, the Charterer hereby declares qualified according to the pertinent laws and appoints as Skipper of the Yacht one of the Passengers appearing on the Passenger list as stated in Clause 16 hereof, who is namely : Any act of the Skipper performing his duties is deemed as an act of the Charterer. The Owner accepts this appointment in good faith.
Information	14. In case the Skipper becomes unable to perform his duties (illness, injury, etc), the Charterer hereby appoints another passenger of the Passenger list as stated in Clause 16 hereof, who is the next best qualified and is namely: Any act of the Co-Skipper performing his duties as Skipper is deemed as an act of the Charterer. The Owner accepts this appointment in good faith.
Charterer's Sailing Qualifications	15. In addition to all responsibilities emanating from any Greek or International Maritime Law for the Skipper, the Greek Law 4256/2014 as amended by Law 4504/2017 requires that the Skipper must sign this Charter Contract and the Passenger List upon assumption of his duties, must update the Passenger list upon embarkation or disembarkation of any passenger, noting the time and date and putting his signature. He is also obliged to verify that each one of the Passengers is carrying an official identification document (passport or ID card) which must be presented upon demand to any Greek Authority. Finally, he is responsible for the safekeeping of all the Yacht's official documents, which must be kept on the Yacht during its trip and be presented upon demand to the Greek Coastguard or Port Authorities.
Test of Sailing Competence of Charterer and his Passengers	16. The Charterer declares that the following passengers are the only people to embark on the Yacht or disembark during the Charter period at the ports shown on the list. The
Take-Over of the Yacht & Time required for it	
Acceptance of the Yacht Charterer's Responsibility during Charter Time	
Running Expenses Repairs of Damages	
Ascertainment of Damages	
Cancellation or Premature Termination	
Total loss of Yacht	
Appointment of Skipper	
Appointment of Co-Skipper	
Skipper Responsibilities	
Passenger List	

PEOPLE ON BOARD

#	Role	Full Name	Gender	Date of Birth	Passport / ID No	Country
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Minimum people on board at any time: Two

Maximum people on board at any time:

Special Provisions

Agents

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

18. The Agents/Brokers of the Owners, act in good faith on behalf of both Owner and Charterer but contract as Agents 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.

Arbitration of Disputes

19. 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 to be final.

ADDITIONAL CONDITIONS

End Cleaning

€0.00

Ship Owner Signature (Υπογράφεται από τον Πλοιοκτήτη)	Charterer Signature (Υπογράφεται από τον Ναυλωτή)	Broker / Tourist Office Signature (Υπογράφεται από τον Ναυλομεσίτη)	Skipper Signature (Υπογράφεται από τον Κυβερνήτη)