

ΝΑΥΛΟΣΥΜΦΩΝΟ / CHARTER PARTY

Υπεγράφη την/Signed on the/...../20.... στ/ day of.....(τόπος)/(place).....
 Όνομα Πλοίου/ Name of Vessel..... Λιμένας Μηολόγησης/ Port of Registry.....
 Αριθ.Νηολογίου/ Registry No Σημαία/Flag.....

ΣΥΜΒΑΛΛΟΜΕΝΟΙ / THE CONTRACTING PARTIES

A. Πλοιοκτήτης ή Εφοπλιστής ή εξουσιοδοτημένο από αυτούς πρόσωπο (διαγράφεται ανάλογα)/ Shipowner or by the authority of the Shipowner (cross out accordingly): **ΕΛΛΗΝΙΚΕΣ ΙΣΤΙΟΠΛΟΪΚΕΣ ΔΙΑΚΟΠΕΣ ΜΟΝΟΠΡΟΣΩΠΗ Α.Ε.Ν.Ε. Διεύθυνση/ Address: ΜΑΡΙΝΑ ΖΕΑΣ ΦΡΕΑΤΤΥΔΑ ΠΕΙΡΑΙΑΣ ΑΦΜ/ Tax Number: 094160425 Αρμόδια ΔΟΥ/ Tax office: ΠΛΟΙΩΝ ΠΕΙΡΑΙΑ Αριθ.Τηλεφώνου/Telephone No: 210 4530911 Ηλεκτρονική Διεύθυνση/E-mail: Vasiliki.Sidera@thlmarine.com**

B. Ναυλομεσίτης ή Ναυτικός Πράκτορας ή Τουριστικό Γραφείο ή εξουσιοδοτημένο από αυτούς πρόσωπο (διαγράφεται ανάλογα), κατόπιν της έγγραφης συγκατάθεσης του πλοιοκτήτη ή εφοπλιστή (του πεδίου Α του παρόντος) δια της υπογραφής του στο αντίστοιχο πεδίο κατωτέρω/ Broker or Shipping Agent or Tourist Office or authorized person by any of the above mentioned parties (cross our accordingly), after the written consent of the Shipowner (as mentioned above in field A) proved by his signature to the relevant field below:

Identity Card No:or Passport No:
 ΑΦΜ/Tax Number:Αρμόδια ΔΟΥ/ Tax Office:
 Αριθ.Τηλεφώνου/Telephone No:Αριθ.Τηλεομοιοτυπίας/Fax No:.....
 Ηλεκτρονική Διεύθυνση/E-mail:

Γ. Ναυλωτής/ Charterer
 Διεύθυνση/Address:
 Αριθ.Ταυτότητας/Identity Card No:.....ή Αριθ.Διαβατηρίου/or Passport No:
 ΑΦΜ/ TaxNumber:Αρμόδια ΔΟΥ/Tax Office:
 Αριθ.Τηλ/Tel No:Αριθ.Τηλεομοιοτυπίας/Fax No: Ηλεκτ Διεύθ/E-mail:.....

Δ. Περίοδος Ναυλώσεως/Charter Period:
 Από (ημερομηνία)/From (date)...../...../....., (ώρα)/ (time).....πμ./μμ. / am/pm
 Μέχρι (ημερομηνία)/To (date)...../...../....., (ώρα)/ (time).....πμ./μ.μ./ am/pm
 Λιμένας/Χώρα παράδοσης του πλοίου/ Check in Port/Country:/.....
 Λιμένας/Χώρα επαναπαράδοσης του πλοίου/ Check out Port/Country:/.....
 Συνολικός ναύλος που συμφωνήθηκε/ Charter Freight in total: (αριθμητικά)/ (in figures).....
 (ολογράφως)/(in words).....

Υπογράφεται από τον Πλοιοκτήτη/Εφοπλιστή (διαγράφεται ανάλογα) Signed by the Shipowner (cross out accordingly)	Υπογράφεται από τον Ναυλωτή Signed by the Charterer	Υπογράφεται από τον Ναυλομεσίτη/Ναυτικό Πράκτορα/Τουριστικό Γραφείο (διαγράφεται ανάλογα) Signed by the Broker/Shipping Agent/Tourist Office (cross out accordingly)
ΕΛΛΗΝΙΚΕΣ ΙΣΤΙΟΠΛΟΪΚΕΣ ΔΙΑΚΟΠΕΣ ΜΟΝΟΠΡΟΣΩΠΗ Α.Ε.Ν.Ε
ΜΑΡΙΝΑ ΖΕΑΣ ΦΡΕΑΤΤΥΔΑ ΑΦΜ: 094160425 ΔΟΥ : ΠΛΟΙΩΝ ΠΕΙΡΑΙΑ	(ονοματεπώνυμο και υπογραφή)	(ονοματεπώνυμο και υπογραφή)
(ονοματεπώνυμο και υπογραφή)	(full name and signature)	(full name and signature)

ΘΕΩΡΗΘΗΚΕ

Την/...../.....(ημερομηνία) το παρόν ναυλοσύμφωνο του επαγγελματικού πλοίου αναψυχής (όνομα πλοίου)..... Λιμένας Μηολόγησης....., Αριθ.Νηολογίου....., με αριθμ.πρωτ.αδείας επαγγελματικού πλοίου αναψυχής..... και Αριθμό Μητρώου Επαγγελματικού Πλοίου Αναψυχής....., που αφορά ναύλωση (διαγράφεται ανάλογα):
 α. με λιμένα εκκίνησης της ημεδαπής (σύμφωνα με την παρ.2 (α) της παρούσας)
 β. με λιμένα εκκίνησης της αλλοδαπής (σύμφωνα με τις παρ.2 (β) και (δ) της παρούσας)
 γ. πραγματοποιηθείσα εξ ολοκλήρου στην αλλοδαπή (σύμφωνα με τις παρ. 2(γ) και (δ) της παρούσας)

και κατατέθηκε αντίγραφο αυτού στη Λιμενική Αρχή.
 Η ΛΙΜΕΝΙΚΗ ΑΡΧΗ.....
 Τ.Σ.Υ.
 (ακολουθεί σφραγίδα υπηρεσιακού οργάνου θεώρησης)

OPOI NAYΛΩΣHΣ / 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.

3. The Owner agrees:

Delivery

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 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

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

Redeliver

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

c. Not to use the Yacht for racing or for towing other craft, except in an emergency, or generally for

Composition of Charterer's Party and Cruise Limits

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

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

and Diving 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

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

Leaving Port

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

f. When necessary, to promptly reduce canvas and not to allow the yacht to be found sailing under an amount of

Itinerary

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.

h. The skipper of the yacht will not sail the yacht between sunset and sunrise. Night sailing is not permitted.

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

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

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 on board of other passengers an updated Passenger's List than those referred in the Passenger's List.