

This Contract regulates the relationship between:

SERAPHILUS marine charter (KORNATI NAUTIKA d.o.o.) – a sport boats / motor yachts rental company represented by managers Vlatka Jankač and Ivan Kolenc, Gornje Prekrižje 14, 10000 Zagreb, OIB 18638797794, fax.: 00385 (0)1 466 25 27, **mobile: 00385 (0)91 20 51 805**, **mobile: 00385 (0)95 11 11 555**, e-mail: info@seraphilus-marinecharter.hr (the Lessor)

and **the Guest** (the Lessee)

<u>FIRST AND LAST NAME; ADDRESS:</u>	<u>RENTAL PERIOD:</u>
<u>LICENCE No.:</u>	<u>SPORT BOAT / MOTOR YACHT:</u>
<u>CONTACT PHONE/E-MAIL:</u>	<u>SPORT BOAT / MOTOR YACHT REGISTRATION No.:</u>

1. OBLIGATIONS OF SERAPHILUS marine charter (KORNATI NAUTIKA d.o.o.)

SERAPHILUS marine charter (KORNATI NAUTIKA d.o.o.) is a charter company registered in Croatia for the rental of sport boats / motor yachts, charter management and marine services. The company ensures that its sport boats / motor yachts are in full working order and maintained on an ongoing basis, and guarantees top quality sport boats / motor yachts preparation. Furthermore, it ensures that the information in its marketing materials and on its webpage is true and accurate. Upon making a payment for a programme offered by SERAPHILUS marine charter (KORNATI NAUTIKA d.o.o.), the Lessee shall be bound by the Contract terms and conditions.

2. BOOKING, PAYMENT AND CANCELLATION TERMS AND CONDITIONS

Sport boat / motor yacht can be booked in person, by fax or e-mail. In order to reserve the desired rental period, the Lessee needs to make an advance payment of 30% of the total rental price within 7 days from receipt of the offer. The remaining 70% of the total rental price must be paid by the Lessee no later than 60 days before arriving at the base and picking up the sport boat / motor yacht, otherwise the Lessee will lose the right to rent the sport boat / motor yacht and the advance payment he/she had made will not be returned. When making a direct reservation with the Lessor at any of the bases of SERAPHILUS marine charter (KORNATI NAUTIKA d.o.o.), the rented sport boat / motor yacht may be used only upon paying the full (100%) rental price. The Lessee is obliged to deliver the list of his/her crewmembers, including their names, addresses and passport numbers, one week before the rental date at the latest; otherwise the Lessee will not be allowed to rent the boat and will not be returned the deposit. The booking arrangement is valid exclusively in the year for which it was made, naturally, provided that the sport boat / motor yacht is available in the period requested by the Lessee. The rental price includes the use of the rented sport boat / motor yacht and equipment. Local rates, port taxes, or any other potential taxes, as well as fuel costs, are excluded from the rental price. The company SERAPHILUS marine charter (KORNATI NAUTIKA d.o.o.) shall neither give any bad weather refunds, nor is it obliged to provide weather information; however, it shall be at disposal throughout the day for any needed advice. The Lessee is, therefore, advised to carefully plan the route.

3. RENTAL

The sport boat / motor yacht shall be handed over for rental in full working condition, clean, with full water and fuel tanks, and with full equipment. The rental price does not include fuel, additional exterior motor or by-boat. For motor yachts with included accommodation service, the Lessee shall pay for a transit log in the amount of €100, which includes boat cleaning, docking at the Lessor's base, and a parking space in the Lessor's car park. Docking at any other location shall be charged at official rates applicable to the location in question. If the sport boat / motor yacht is returned with the tank unrefueled, the Lessee shall pay the difference at the price of €3 per litre. For motor yachts with accommodation (overnight stay) service included, a tourist tax of €1 day/per person is charged. If skipper training is requested, the price is €50 for 30 minutes. When picking up the sport boat / motor yacht, the Lessee shall carefully examine the condition of both, the sport boat / motor yacht and equipment, against the relevant checklist, in the presence of a SERAPHILUS marine charter (KORNATI NAUTIKA d.o.o.) representative. Any deficiencies and/or malfunctions regarding the sport boat / motor yacht or the equipment that could not have been known to the Lessor at the time of handover for rental, as well as any deficiencies and/or malfunctions that potentially occur after the sport boat / motor yacht handover, do not entitle the Lessee to a rental price reduction. A loss of sport boat / motor yacht-related documentation and/or the Contract copy shall be charged €10. The costs of any intervention resulting from mishandling shall be borne by the Lessee. If the Lessee decides to end the rental and leaves the sport boat / motor yacht without permission from SERAPHILUS marine charter (KORNATI NAUTIKA d.o.o.) and/or in a location other than the SERAPHILUS marine charter (KORNATI NAUTIKA d.o.o.) base at which the sport boat / motor yacht was accepted, the Lessee automatically loses the right to be returned the deposit.

4. INSURANCE

All sport boats / motor yachts are covered by compulsory and comprehensive insurance.

5. OBLIGATIONS OF THE LESSEE

The Lessee agrees:

- a) To leave a personal identification document as a deposit for the rented sport boat / motor yacht.
- b) To return the sport boat / motor yacht to the Lessor at the agreed upon time, with full equipment and in the same condition as before rental. If the Lessee fails to return the sport boat / motor yacht at the agreed upon time (unless the sport boat / motor yacht is completely damaged), he/she shall pay the Lessor the cost of a day's rental. A late charge for returning the sport boat / motor yacht 1 hour past the agreed upon time is €50, while in the event of being late more than 1 hour the Lessee shall pay the price of a day's rental, without the right to use the sport boat / motor yacht on that extra charged day – NO EXCEPTIONS.
- c) Should the Lessee leave the sport boat / motor yacht in a place other than the agreed upon, he/she shall pay the Lessor all costs of returning the sport boat / motor yacht to the agreed upon place and all other related costs not covered by the comprehensive insurance.
- d) Not to:
 - Use the sport boat / motor yacht for racing or towing other sport boat / motor yacht (except in case of emergency), or in general for any other purpose other than for the enjoyment of the Lessee and his/her crew which should include at least one qualified skipper;
 - Take aboard any persons that are not on the crewmember (passenger) list;
 - Take, or allow others to take, the sport boat / motor yacht outside the Croatian territorial waters;
 - Sublet the sport boat / motor yacht with the Lessor's approval (permission) in writing.
- e) Not to allow any person on board to violate any Croatian (or other state's) customs laws, and to ensure that all regulations related to fishing, diving, underwater archaeology, etc., are respected. **THE LESSEE WILL BE HELD FULLY RESPONSIBLE FOR ANY LAW VIOLATIONS.**
- f) To read all print materials with sport boat / motor yacht operating instructions provided by the Lessor.
- g) To regularly check the oil level in the engine, sterndrive and servo, as well as the battery and the water level in the tanks. The Lessee shall be liable for any damage to the engine caused by the lack of oil, as this is not covered by insurance. In the event of a major loss of oil, the Lessee shall notify the charter company thereof and shall not operate the sport boat / motor yacht before a mechanic arrives. Any costs resulting from the damage to the engine due to the lack of oil, or if the sport boat / motor yacht is returned with the oil tank not fully refilled, shall be borne by the Lessee.
- h) In case of a single day rental, to stay within a 25 Nm radius of the base at which the Lessee collected the sport boat / motor yacht, so that he/she could return to the base on time.

- i) It is recommendable that the following sport boats / motor yachts are returned to the base on the second day of rental in order for any potential questions/issues regarding the sport boat / motor yacht operation could be clarified: Bavaria 29 Sport, Cranchi Smeraldo 37, Cranchi Atlantique 40 Fly, Four Winns 278 and 318, Gobbi 315 SC, Regal 2860 Commodore, Sea Ray 240, 255, 275 i 335 and Sessa C35. By signing the Contract, the Lessee accepts to bear the costs of returning to the base in order to receive clarifications for any minor open issues regarding the sport boat / motor yacht operation.
- j) In case of damage to the underwater part of the sport boat / motor yacht, the sport boat / motor yacht examination costs (boat lift and damage assessment) shall be borne by the Lessee.

6. DISPUTES AND COMPLAINTS

The contracting parties shall endeavour to resolve any dispute that might arise in relation to this Contract in an amicable way; otherwise the case shall be referred to a competent court in the Republic of Croatia. Only the complaints submitted in writing and signed by both contracting parties upon the return of the sport boat / motor yacht shall be taken into consideration.

7. SPORT BOAT / MOTOR YACHT DEFECTS/MALFUNCTIONS

In case of sport boat / motor yacht and/or equipment malfunctions, the Lessee shall immediately inform the Lessor thereof, at any of the telephone numbers provided in the sport boat / motor yacht documents. The Lessor hereby undertakes to remove the defect within 24 hours upon receipt of the notice. If the Lessor removes the defect within 24 hours, the Lessee shall not be entitled to compensation. If the defect has not resulted from the Lessee's fault or has occurred in the circumstances that render it impossible to clearly establish the accountability, the Lessee will be compensated for the period of non-use (from the moment the defect was identified to the moment the sport boat / motor yacht was made ready for further use) in the form of extending the rental period by the period during which the sport boat / motor yacht was in non-operating condition. The Lessee undertakes to inform relevant bodies/authorities and the Lessor of any of the following: missing sport boat / motor yacht; missing equipment; sport boat / motor yacht unmanageability; sport boat / motor yacht seizure or navigation ban by state bodies/authorities or third persons.

The money paid by The Lessee will not return back to The Lessee in any circumstance.

7. INTERVENTIONS – VALID FOR SPEEDBOATS AND MOTOR YACHTS WITH ONE ENGINE (Four Winns 278, Sea Ray 240, Sea Ray 255 and Sea Ray 275)

SPEEDBOATS:

In the event of a boat malfunction at a distance of up to 10 nautical miles off our bases in Split, Tribunj or Petrčane, SERAPHILUS marine charter WILL send assistance. If the guest is responsible for the malfunction, he/she will bear the intervention costs. If SERAPHILUS marine charter is responsible for the malfunction, the company will bear the intervention costs.

In the event of a boat malfunction at a location more than 10 nautical miles away from our bases in Split, Tribunj or Petrčane, SERAPHILUS marine charter will NOT send assistance. In order to receive our assistance at sea, the guest must bring the boat to a distance of up to 10 nautical miles away from our bases in Split, Tribunj or Petrčane.

Any guest who experiences a boat malfunction at a location more than 10 nautical miles away from our bases in Split, Tribunj or Petrčane can receive assistance at sea from SERAPHILUS marine charter exclusively through our external associates, with the guest bearing all costs arising from the intervention (arrival, repair, towing), regardless of who is responsible for the malfunction. Moreover, SERAPHILUS marine charter will not be responsible for the time it takes our external associates to arrive at the intervention site.

MOTOR YACHTS WITH ONE ENGINE (Four Winns 278, Sea Ray 240, Sea Ray 255 and Sea Ray 275):

In the event of a boat malfunction at a distance of up to 30 nautical miles off our bases in Split, Tribunj or Petrčane, SERAPHILUS marine charter WILL send assistance. If the guest is responsible for the malfunction, he/she will bear the intervention costs. If SERAPHILUS marine charter is responsible for the malfunction, the company will bear the intervention costs.

In the event of a boat malfunction at a location more than 30 nautical miles away from our bases in Split, Tribunj or Petrčane, SERAPHILUS marine charter will NOT send assistance. In order to receive our assistance at sea, the guest must bring the boat to a distance of up to 30 nautical miles away from our bases in Split, Tribunj or Petrčane.

Any guest who experiences a boat malfunction at a location more than 30 nautical miles away from our bases in Split, Tribunj or Petrčane can receive assistance at sea from SERAPHILUS marine charter exclusively through our external associates, with the guest bearing all costs arising from the intervention (arrival, repair, towing), regardless of who is responsible for the malfunction. Moreover, SERAPHILUS marine charter will not be responsible for the time it takes our external associates to arrive at the intervention site.

If the malfunctioning boat is located in a mainland marina or port, SERAPHILUS marine charter will send assistance to a location up to 50 km south of Split and up to 50 km north of Petrčane.

8. CONTRACT TERM

This Contract shall enter into force upon signature by the Lessee and shall remain in full force and effect until the rental expiry. This Contract is identical to its counterpart in the Croatian language.

9. The lessee hereby confirms that he/she has been handed over the boat by the authorised staff of SERAPHILUS marine charter (KORNATI NAUTIKA d.o.o.) in a way stipulated by the REGULATION ON THE TERMS AND CONDITIONS FOR BAREBOAT OR CREWED CHARTERS AND THE PROVISION OF BOAT ACCOMMODATION SERVICES. The handover procedure included the following:

- Testing of the driver's boating skills;
- Handover of all valid boat documents prescribed by relevant boating safety regulations;
- Verification of proper functioning of all boat devices and equipment;
- Familiarisation with the basic boating safety and sea pollution prevention rules;
- Provision of telephone numbers of maritime search and rescue services and of other emergency services;
- Familiarisation with the procedure to follow in case of an accident at sea;
- Provision of updated weather forecasts, alerts, etc.

The lessee is obliged to have the boat rental receipt (issued in line with relevant regulations) on board at all times.

10. STATEMENT

I HERBY STATE THAT I HAVE RECEIVED A FULLY FUNCTIONAL SPORT BOAT / MOTOR YACHT AND THAT I AM CAPABLE OF NAVIGATING IT. I ASSUME FULL RESPONSIBILITY FOR MYSELF AND FOR ALL CREWMEMBERS ON THE SPORT BOAT / MOTOR YACHT. I ALSO ACCEPT FULL LIABILITY FOR ANY LAW VIOLATIONS AND/OR ACCIDENTS CAUSED BY MY FAULT. **CROATIA SOS SERVICE NUMBER: 9155**

In _____ on _____.

SERAPHILUS marine charter
(KORNATI NAUTIKA d.o.o.)

LESSEE

By signing the Contract, the Lessee represents that he/she is familiar with and agrees to all rental terms and conditions set forth herein.



SERAPHILUS marine charter (KORNATI NAUTIKA d.o.o.) HR-10000 Zagreb, Gornje Prekrižje 14,

tel: + 385 1 4619 279, fax: + 385 1 4662 527, www.seraphilus-marinecharter.hr, info@seraphilus-marinecharter.hr

Upisan u registar Trgovačkog suda u Zagrebu MBS 080491953, OIB: 18638797794 Žiro račun br. IBAN Nr.: HR672500091501141463 HYPO ALPE-ADRIA-BANK d.d. Temeljni kapital 20.000,00 kuna
Članovi uprave: Vlatka Jankač, Ivan Kolenc