

# General conditions of MARINA BAOTIĆ

## I. DEFINITIONS

The following terms are used in this Contract:

**CONTRACT** refers to this Berth Rental Contract concluded between the marina and the berth user.

**MARINA** is a berth provider, Nautički centar Trogir d.o.o. - Marina Baotić, Don Petra Špike 2a

**BERTH USER** refers to natural or legal persons signer of the contract, in capacity of the owner or by proxy owner or user of the vessel in conformity with article 1 of this Contract.

**PARTIES** refers to the parties of this Contract – Marina and Berth user.

## II. PURPOSE AND GOAL OF THIS CONTRACT

This Contract covers all conditions by which Marina makes available the berth to the berth user, and the berth user takes on use the berth rental, as well as all related services.

## III. SUBJECT: BERTH RENTAL

In conformity with this contract the usage of berth is given by Marina only for the vessel defined in the Contract, according to current list of price.

It is guaranteed by Marina that the berth, subject of this Contract, is in conformity with the characteristics of the vessel, regarding the length and width. The berth is supplied with devices for safe mooring, such as bollards and ropes.

The usage of bathrooms and one parking place on the premises of Marina is calculated in the price.

## IV. DURATION

This Contract is concluded for the period defined in introductory regulations. The parties agree that this Contract is prolonged automatically for the next period – the same period as the one defined in introductory regulations of this Contract (Contractual period), unless Marina receives the termination notice in written form by other party, 90 days before the termination of Defined period, the latest. In that case, Marina reserves the right not accepting to prolong the contract in their free estimate. In case of automatic renewal use for the upcoming year shall apply to fees for the berth according to the current price list in the moment of use starting in the new year.

If the Berth user does not deliver the notice of termination on time, according to the terms defined, Marina can accept the termination, and the Berth user needs to pay the fine by user in the amount of 50% of the value of the berth according to the current price list at the time of termination of contract. For the time spent in Marina, from the day of termination of Contractual period. It will be calculated according to a daily rent. Marina will send an offer for the next period to the berth user before the contract will be expire.

## V. CONDITIONS AND METHODS OF PAYMENT, DOCUMENTATION

The Berth user has to pay the rental fee in advance, as defined in article 3 of the Berth Rental Contract, for the whole period of usage, as defined in article 2, and in conformity with the price list for current year which is an enclosure to the Contract. Payment can be made to a bank account of the Marina (foreign currency or kuna) or on the reception of the marina. Payment will be calculated by the middle exchange rate from HNB.

Unless the Berth user pays the fee on the day of signing the Contract, Marina has the right to calculate the legal interests.

Unless the payment is done within 7 days after the delivery date, Marina has the right to charge the price of daily rental, until the bill is paid in full.

When the Berth user makes the payment on the foreign account of Marina, all additional bank expenses and possible differences in amount regarding the full price.

Other services provided by Marina will be paid by the Berth user, or the person who ordered the services via e-mail, upon receipt of the invoice or advance.

If the Berth user uses online banking, Marina will be authorized to ask the Berth user to guarantee the payment of the due amount, with his credit card.

In that case, Marina will make the reservation with the credit card of the Berth user, and it will be paid, in favor of the account of Marina, within 14 days from the day of reservation, unless the Berth user meets his obligations by paying within the agreed period.

The Contracting Parties agree that the Marina has the right to retain the vessel from the Berth user for all unpaid claims, for example, if the user fails to pay the connection service that is the subject of this agreement, provided by the Marina as well as other services related to mooring or marina services performed by the company in group Baotić. If the client does not pay the debt within 90 days from the maturity of debt, Marina will start the procedure of forced collection of their claims.

The Berth user has to submit a valid copy of documents, and present the originals confirming the ownership or any other title enabling the Berth user to use the vessel; Sailing licence (in conformity with the regulations of the Republic of Croatia), copy of the insurance policy, copy of the passport/identity card for natural person represented by the Berth user, document of the custom status of EU. The copies need to be delivered to Marina every time the new ones are issued or renewed.

## VI. CONDITIONS OF SERVICES

Marina will measure every boat upon arrival. The length is determined by the expression "over all". If those dimensions do not correspond to the dimensions specified in the documentation of the ship, rates will be applied for the measures done by Marina.

Any abuse related to the information specified for the dimensions of the vessel will be calculated as compensation for the difference. The additional amount of such compensation shall be equal to the difference between the fees charged for the actual dimensions of the ship and the fee charged for the dimensions of the boat in the documents of the vessel.

When the vessel's arrival at berth, Marina will make for vessels registered outside EU an inventory list with the inventory and other items from the vessel. The Berth user have to report every change in the inventory list to the Marina. The inventory list will be signed by Marina and the Berth user.

If the Berth user or his authorized person want to do some work or repairs on the boat in Marina are required to previously inform the Marina.

The Berth user not authorized to start repairs without written consent by the Marina. Marina is not obliged to be any damage to property and is not responsible for repairs to the vessel done by the client.

Marina is authorized to move the vessel of the client to a new berth without the consent of the client.

The Berth user is obliged to inform the Marina of any absence from the marina for a period longer than one day. Marina is authorized to temporarily cede the berth to other clients during the absence of the Client's boat from the marina without the prior approval of the Berth user.

During any events, including but not limited to the boat show, in Marina, Marina reserves the right to change places for mooring of all vessels within the Marina. Before, during and after such events, the marina has the right, in its sole discretion and without prior written notice, move and accommodate vessels to other appropriate berths.

Marina is obliged to guard the boat.

Berth user is not allowed without permission from the Marina to do commercial activity (charter and similar) within and on the piers of the marina.

## VII. TERMINATION OF CONTRACT

Marina can terminate the Contract before the agreed time in following cases:

- Violation of regulations of this Contract, General Conditions or Marina Regulation
- In case of irregular payments of the berth rental fee

If the Berth user cancels or does not use the subject of this Contract during the entire contractual period, the client is still obligated to pay the full amount for the entire term and is not authorized to require any compensation (restitution payments). If the Berth user concluded some other contracts with Marina, they will terminate automatically, as well as all other agreements concluded between the parties. If the vessel is sold Marina has the right to terminate the contract. If the Berth user wishes to replace the sold vessel with another one, Marina will be authorized to determine the new regulations, terms and payment conditions defined in this Contract. In the event of termination, Marina will not be obliged to refund payments regardless of the fact which side terminated the contract.

## VIII. INSURANCE AND SAFETY

The Berth user shall comply with all security measures established by the Marina. The Berth user shall comply with all health, safety and fire prevention measures without exception.

The Berth user is obliged to respect and comply with the standards set by the Marina. The client confirms he is familiar with:

- to dispose in marked areas of the marina by type of waste in environmental container the used oil and filter, detergent residue, municipal and other waste
- Berth user is not authorized to make any changes on the Marina which belongs to the right of use of fixed
- smoking is prohibited in all enclosed spaces Marina.

Negligence or failure to comply with conditions of safety and security can be a reason for termination of the contract by Marina - Berth user has spare keys that can be used only in exceptional cases, such as removing the boat for any threatening damage. The Berth user can only with written permission and with the consent of Marina to approve the keys of the vessels to persons or repairers which have a registered activity in Republic of Croatia for the activity they will be done on the vessel

## IX. DAMAGE COMPENSATION

Marina will be responsible only for damage to the vessel, during storage vessels, and for damage which could occur as a result of the failure of workers Marina, up to a maximum amount of damages covered by liability insurance Marina.

Marina is not liable for any damage caused by: force majeure, Omissions and negligence by the Berth user or an authorized person and crew of him, maintenance, neglect, wear or deterioration of the vessel if the same tenant knew or should have known, hidden faults of vessel, the cost of removing the wreck, damage due to pollution, damage caused by firing a rope from the boat to the pier, incorrectly performed electrical or plumbing that tenant set of ports on the coast to your boat, guilt third party, icing the engine cooling system, rodents on board, theft or damage to equipment of the vessel. Marina is also not responsible for damage caused by fire, sinking, explosion, theft or disappearance of the vessel.

Berth user will compensate for the damage to his vessel done on the property Marina, property of third parties user-Marine, Marine employee or guest Marine. In resolving the damage to third parties marina does not mediate.

Berth user is obliged to equip the vessel with proper fire extinguishers, to lock the vessel with all movable equipment and to hand over the keys in the reception until the next departure. Upon arrival at the marina the berth user has to register the quests on board.

By signing this Agreement, the Berth user confirms that the bond with the insurance company made a policy of liability to third parties in relation to the vessel, as well as insurance that covers damage to the vessel which is the subject of this Agreement for the duration of the Agreement.

## X. OTHER SERVICES

In order to protect the property and interests of other clients of Marina to get good and quality services, the interests of Marina, business area and interests, external service providers will have to:

- announce the arrival of workers from outside on his vessel with an authorisation for him
- pay the daily entry fee in advance, for each worker, the existing price
- daily Entry fee will apply for jobs under guarantee, the client will submit all official written documentation for the jobs, issued by an authorized service provider. Marina can ask if this is considered necessary.
- for all false statements a contractual penalty will be charged equal to the amount of double daily entrance fee for outside workers. In such cases, the Marina will also have the right to permanently ban the entrance to the Marina.

## XI. ELECTRICITY AND WATER

The Berth user is obliged to respect the standards of Marina on water supply and electricity. It will be charged according to the price list for that.

## XII. FINAL REGULATIONS

By signing this Contract the Parties accept the rights and obligation established by this Contract and their signature confirm compliance with the provisions of the Contract. The Parties agree that the relations not defined by this Contract will be subject to the Law on general relations, and any disputes shall be settled by mutual agreement. On the contrary, the competent court is the court in Zagreb. Marina may cancel the contract before the expiry date in the following cases: - violation of the provisions of this Agreement and the Rules of Marine - irregular payment of the agreed fees for the use of berth and other services.

Upon the expiry or termination of this Contract, responsibility of the Marina shall cease.