

BAREBOAT CHARTER PARTY 'SUN-SAILING' OF 'ATLANTIS 43' WITH SKIPPER 'VARDIS'
CONTRAT 'SUN-SAILING' DU VOILIER 'ATLANTIS 43' AVEC SKIPPER 'VARDIS'
ΝΑΥΛΟΣΥΜΦΩΝΟ 'SUN-SAILING' ΤΟΥ ΙΣΤΙΟΠΛΟΪΚΟΥ 'ATLANTIS 43' ΜΕ 'ΒΑΡΔΗ' ΣΚΙΠΕΡ

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Υπεγράφη την : / / 2018 Στην : ΑΘΗΝΑ : Σημαία : ΕΛΛΗΝΙΚΗ
Signed on : / / 2018 At : ATHENS : Flag : GREEK
Όνομα πλοίου : Λιμένας Μηολόγησης: ΠΕΙΡΑΙΑ : Αρ. Μηολογίου :
Name of Vessel : Port of registry : PIRAEUS : Register No :

ΣΥΜΒΑΛΛΟΜΕΝΟΙ - THE CONTRACTING PARTIES

Πλοιοκτήτης: Ship owner:		
Διεύθυνση: Address:		
Αρ. Τηλεφώνου: Telephone No:	Αρ. Τηλ/τυπίας: Fax No:	ΑΦΜ – Tax No ΔΟΥ – Tax Office
Email:		

Ναυλωτής: Charterer:		
Διεύθυνση: Address:		
Αρ. Τηλεφώνου: Telephone No:	ΑΔΤ ή Αρ. Διαβ/ρίου: ID or Passport No:	ΑΦΜ – Tax No: ΔΟΥ – Tax Office:
Email:	Αρ. Τηλ/τυπίας: Fax No:	Nationality:

ΠΕΡΙΟΔΟΣ ΝΑΥΛΟΣΕΩΣ - CHARTER PERIOD

Από / From:	Μέχρι / to:
Ημ/νια./ώρα: / / 2018 ώρα	Ημ/νια./ώρα: / / 2018 ώρα
Date /time): / / 2018 Hour	Date /time): / / 2018 Hour
Λιμάνι / Port: ΑΛΙΜΟΣ / ALIMOS	Λιμάνι / Port ΑΛΙΜΟΣ / ALIMOS
Χώρα / Country: ΕΛΛΑΔΑ / GREECE	Χώρα / Country ΕΛΛΑΔΑ / GREECE
Συνολικός Ναύλος που συμφωνήθηκε (Συμπ/νου ΦΠΑ):	ΕΥΡΩ
Chartered Freight in Total (VAT included):	EUROS

Υπογράφεται από τον Πλοιοκτήτη
Signed by the Owner

Υπογράφεται από τον Ναυλωτή
Signed by the Charterer

Updated for 2018

sample - exemple

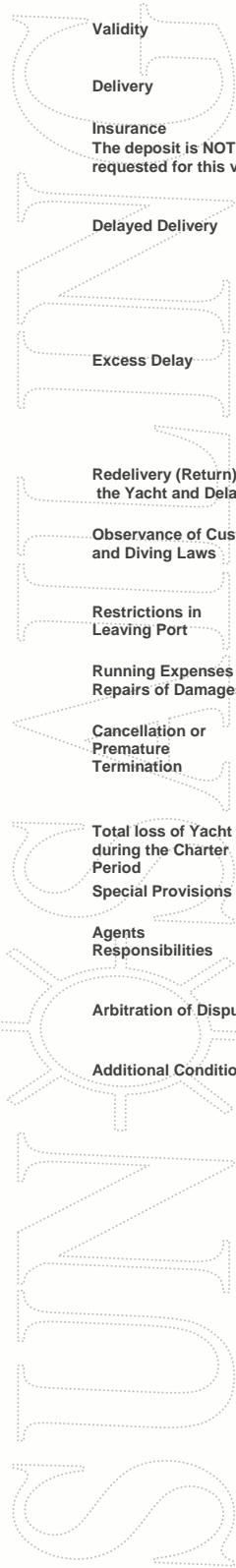
ΘΕΩΡΗΘΗΚΕ (For the Greek port Authorities)

Τηντο παρόν ναυλοσύμφωνο τουΛιμένας Μηολόγησης Πειραιά, Αριθμός. Μηολογίου.....
Με αριθμό. Πρωτ. Αδείας Επαγγελματικού Πλοίου αναψυχής : Φ...../...../..... και Αριθμό Μητρώου Επαγγελματικού Πλοίου Αναψυχής
(Α.Μ.Ε.Π.Α.) που αφορά ναύλωση με λιμένα εκκίνησης της ημεδαπής και κατατέθηκε αντίγραφο αυτού στην Λιμενική Αρχή.

Η ΛΙΜΕΝΙΚΗ ΑΡΧΗ

ATLANTIS 43: Skippered / NO security deposit / NO intermediaries / NO responsibilities / Carefree sailing.
This Agreement includes **fewer Terms & fewer Clauses.**

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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 in time as indicated in page 1 (Clause 1) above.

Delivery

3. The Owner agrees:

a. To fit out the Yacht and to hand her to the Charterer, without crew, afloat, clean, ready for sailing, with all the gear and equipment indicated in the Yacht's brochure and its inventory list and in proper running and seaworthy condition at **Athens / Alimos marina**.

**Insurance
The deposit is NOT requested for this vessel**

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 in excess of **00,00 €**, so that the Charterer shall 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 part of Charterer. 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 in any case the owner and his representative shall not be under any liability for the loss or damage to the personal property of or for any injury or personal accident 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 page 1 (Clause 1) above and Clause 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 following possibilities:

Excess Delay

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 page 1 (Clause 1) above 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 page 1 (Clause 1) above.

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.*

IV. Should unforeseen circumstances arise and the Yacht becomes an actual or constructive total loss prior the delivery to the Charterer (serious accident, force majeure, etc...), the Yacht-Owner reserves the right to offer an alternative or similar yacht (length and accommodation). That would be not sufficient reason for any refund, indemnity or charter cancellation.

Redelivery (Return) of the Yacht and Delays

4. The Charterer agrees:
a. To redeliver the Yacht to the Owner at **Athens / Alimos marina** together with all her equipment, in the same good condition as she was at take-over, at the time designated in this Clause and page 1 (Clause 1) but, unless the Yacht has become a total loss

Observance of Customs and Diving Laws

d. Not to allow any person on board to commit any act contrary to the custom 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.

Restrictions in Leaving Port

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 unprepared damage, or without sufficient reserves of fuel, or a combination of them concerning the safety of the Yacht and her crew is doubtful.

**Running Expenses
Repairs of Damages**

9. After the delivery and acceptance of yacht from the Charterer, all expenditures such as: port-dues, boat water, fuels, oils, any claim or damage or loss, as well as the repair of any damage or failure that may occur by the Charterer or his crew and which are not the result of normal and natural wear, shall be made by the Charterer at his expenses.

**Cancellation or
Premature
Termination**

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. In the event of booking cancellation after the initial deposit and prior of charter period by the Charterer for any reason, all advance payments made up to the date of cancellation will be settled in accordance of our booking cancelation policy, as published in our websites.

Total loss of Yacht during the Charter Period

12. Should the Yacht become an actual or constructive total loss during the charter period, provided that the Charterer or his crew were not responsible for the loss, this Agreement shall be deemed to be at an end, and the Charterer shall recover from the Owner the equivalent charter monies paid in advance to the yacht Owner for the rest of lost days.

Special Provisions

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

**Agents
Responsibilities**

14. The Agents or the Owners Messrs, or their Representatives 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, and in any case they shall not be under any liability for any personal accident, the loss or damage to the personal property of or for any injury to the Charterer or any person on board with his permission, except for the responsibilities provided by the pertinent legislation of Greece. Additional personal travel insurance is advised for the charter period.

Arbitration of Disputes

15. 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 will be final. Any claim in order to be negotiable must be notified within 7 days of the end date of the chartering.

Additional Conditions

Special provisions or terms:

1. *EXTRAS: boat water, port-dues, fuel, end cleaning, and upon request: skipper, hostess, spinnaker, windsurf, provisions.> As extras are NOT included in this agreement. 2. It is provided and agreed the possibility of a partial modification among the Charter Crew (Passengers) during the charter period without to change this charter agreement*

We have read, we agree and we sign all the above terms & conditions. The contracting parties:

Υπογράφεται από τον Πλοιοκτήτη
Signed by the OWNER

Υπογράφεται από τον Ναυλωτή
Signed by the Charterer

**ATLANTIS 43: Skipped / NO security deposit / NO intermediaries / NO responsibilities / Carefree sailing.
This Agreement includes fewer Terms & fewer Clauses.**

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