

ΝΑΥΛΟΣΥΜΦΩΝΟ
CHARTER PARTY



Υπεγράφη την: στην
Signed on the: at

Code:S-

Όνομα Πλοίου: Name of Vessel	SELANA	Λιμ. Μηολόγησης: Port of Registry	ΠΕΙΡΑΙΑΣ	Αρ. Μηολογίου: Register No	10912	Σημαία: Flag	ΕΛΛΗΝΙΚΗ
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ΣΥΜΒΑΛΛΟΜΕΝΟΙ
THE CONTRACTING PARTIES

A. Πλοιοκτήτης: **Εναλλακτική Ιστιοπλοΐα ΝΕΠΑ**
Shipowner: **Alternative Sailing mcsp**

Διεύθυνση: **Στράτη Μυριβήλη 29, 81100, Μυτιλήνη**
Address: **Strati Myrivili str 29, 81100, Mytilene**

ΑΦΜ: **997818251** Αρμόδια Δ.Ο.Υ.: **Μυτιλήνης**
(Tax Number) (Tax Office): **Mytilene**

Αριθ. Τηλεφώνου: **+306974792050** Ηλεκτρονική Διεύθυνση: **info@alternativesailing.gr**
(Telephone Number) (Email)

B. Ναυλωτής: **Your Name**
(Charterer)

Διεύθυνση: **Your Address**
(Address)

Αρ. Ταυτότητας/Διαβατηρίου: **Your Passport num** ΑΦΜ: Δ.Ο.Υ.:
(Identity card or Passport Number) (TaxNumber) (Tax Office)

Αριθ. Τηλεφώνου: **Your tel number** Ηλεκτρονική Διεύθυνση: **Your email**
Telephone Number (email)

Περίοδος Ναυλώσεως: Charter Period:	Από: From:	Μέχρι: To:
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Λιμένας/Χώρα παράδοσης του πλοίου
Check in Port/Country:

Λιμένας/Χώρα επαναπαράδοσης του πλοίου:
Checkout Port/Country:

Συνολικός ναύλος που συμφωνήθηκε:
Charter Freight in total:

Ο Πλοιοκτήτης (The Owner)

Ο Ναυλωτής (The Charterer)

ΘΕΩΡΗΘΗΚΕ

Την _____ το παρόν ναυλοσύμφωνο του επαγγελματικού πλοίου αναψυχής **SELANA**,
Λιμένας Μηολόγησης: **ΠΕΙΡΑΙΑΣ**, Αρ. Μηολογίου: **10912**, με αριθμ. πρωτ. αδείας επαγγελματικού πλοίου
αναψυχής: **Φ 3344.1/7714 13-8/4/2013** και Αριθμό Μητρώου Επαγγελματικού Πλοίου Αναψυχής (Α.Μ.Ε.Π.Α.): **7714**
που αφορά ναύλωση με λιμένα εκκίνηση της ημεδαπής:
και κατατέθηκε αντίγραφο αυτού στη Λιμενική Αρχή.

Η ΛΙΜΕΝΙΚΗ ΑΡΧΗ

TERMS OF AGREEMENT

1. The Owner agrees to let on bare-boat charter and the Charterer agrees to charter the yacht **SELANA Salona 42'** (hereinafter called "**the Yacht**").
for the period commencing on the _____ and ending on the _____ for the sum of: _____
which is due and payable by the Charterer as follows: **1st Payment Deposit 30% Upon signing the contract:**
Balance 70% before embarkation:
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:
- To fit out the Yacht and to hand her to the Charterer, 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 on the _____ at _____
 - 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 1500,00€ 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 assume to the Charterer or any person on board with his permission.
 - 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 following possibilities:
 - Provided that the Yacht's following charter commitment allows it and that the Owner agrees, to prolong the period of charter by the same length of time by which the delivery was delayed.
 - 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.
 - 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.
 - Provide a Skipper of the yacht. The OWNER shall ensure that the Skipper complies with the laws and regulations of any country into whose waters the Yacht shall enter during the course of this Agreement. The OWNER shall ensure that the Skipper shows the CHARTERER the same attention as if the CHARTERER were the OWNER. The Skipper shall comply with all the reasonable orders given to him by the CHARTERER regarding the management, operation and movement of the Yacht, wind, weather and other circumstances permitting. The Skipper shall not, however, be bound to comply with any order which, in the reasonable opinion of the Skipper, might result in the Yacht moving to any port or place that is not safe and proper for her to be in, or might result in the CHARTERER failing to re-deliver the Yacht upon the expiration of the Charter.
4. The Charterer agrees that in cooperation with the Skipper:
- To redeliver the Yacht to the Owner on the _____ 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 thereafter 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.
 - 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) experienced crew members, but not more than 9 in all at sea, 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.
 - 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.
 - 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.
 - Not to leave a port or anchorage if the wind force is or is predicted to be over six (6) Beauforts 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.
 - 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.
 - To plan and 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) nm from the point at which the Yacht is to be returned to the Owner.
5. 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.
6. 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.
7. After take-over, expenditures for ~~port dues, water, fuels, oils 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 obtained 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.
8. 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.
9. 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.
10. 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 crew were not responsible for the loss.

IN WITNESS where of this Agreement has been signed by the Owner and the Charterer respective