

MARINA PREKO d.o.o., HR-23000 Zadar, Vrulja 2, MB:2026660,OIB:00249168604, represented by its manager Mr. Alan Smojver (hereinafter: Marina Preko) and

....., address.....,Company Reg. No.....: , represented by..... , tel/fax:.....e-mail:..... , ID number....., passport number:..... (hereinafter: User) have concluded on the following

CONTRACT ON BERTH USE No. _____

Article 1 SUBJECT OF THE CONTRACT is the service of berth usage for the following vessel only:

NAME and REGISTRATION No. Of the vessel:	
FLAG:	
OVERALL LENGHT (LOA)	
WIDTH :	
OWNER:	

Term "overall length" (LOA) of the vessel means the total length of the vessel which includes all equipment and extensions, such as anchors, bowsprits, swimming platforms, davits, gangplank, etc.

Article 2 - The berth consists of sea area sufficient for the allocation of the vessel stated in Article 1 of this Contract , and its part of pier for the access to the vessel, anchor block, and the chain attached to it. All mooring ropes are property of the User. The User uses the berth at his own risk.

Article 3 BERTH USE CHARGE which is at the time of the contract's execution, the sum of **EUR** , or the equivalent in Croatian kuna, according to the middle exchange rate of the Croatian National Bank on the day of the payment, shall be paid immediately upon the contract's execution on the Marina Preko account number as stated bellow:

IBAN: HR 9 5 2 3 4 0 0 9 1 1 1 0 2 8 8 3 5 8

PRIVREDNA BANKA ZAGREB d.d.; 10000 Zagreb, Račkoga 6, Croatia

SWIFT CODE: P B Z G H R 2 X

Berth use charge includes the use of toilet facilities, energy consumption for lighting, and consumption of potable water. Charge stated in paragraph 1 of this Article does include the VAT.

Article 4 - In case of automatic prolongation of this Contract, the User undertakes to pay berth use charge not later than the beginning of the next accounting period. Provisions stated in paragraph 1, Article 3, and paragraph 1, Article 4 of this Contract are key elements of this Contract, and should the User not comply with them, i.e. fail to pay the berth use charge immediately upon the signing of the Contract, or prior to the next accounting period, the Contract shall be considered as null and void by the Law itself, and the time spent in the Marina shall be charged pursuant to the valid Price List for daily berth use.

Article 5 Marina Preko shall issue the User with an invoice immediately upon the provision of services, and the User is obliged to pay his debts immediately upon such a receipt.

Article 6 - For all payments stated in Articles 3, 4 and 5 of this Contract, made after the maturity date, Marina Preko will charge statutory penalty interest.

Article 7 TERMS OF BERTH USE - On the first arrival of the vessel to Marina Preko, authorised persons of both contracting parties shall inspect the vessel, take minutes of the performed inspection, and fill the Inventory List form by itemizing the inventory found on the vessel, which shall be signed by both parties and enclosed to this Contract as its integral part.

User is obliged to report without delay any possible change in the equipment from the Inventory List listed in a way stated in the paragraph 1 of this Article to the authorised person of Marina Preko.

Article 8 - During the use of berth in Marina Preko, the User is obliged to comply with the General Terms of Marina Preko, and Regulations on Maintaining Order in the Port for Nautical Tourism, and by signing of the Contract, irrevocably confirms that he was made aware of these provisions and accepts its contents in full.

General Terms, Regulations on Maintaining Order in the Port for Nautical Tourism, Price List and Inventory List stated in paragraph 1, article 7 of this Contract form integral parts of this Contract. Contracting parties agree on Marina Preko reserving the right to amend General Terms and Regulations on Maintaining Order in the Port for Nautical Tourism, with prior notification to the User and posting of these amendments on the Marina Preko bulletin board.

By signing of this Contract, the User is obliged to comply with further amendments to the General Terms and Regulations on Maintaining Order in the Port for Nautical Tourism.

Article 9 - By signing of this Contract, the User confirms that the piers, mooring system, and other important parts in the mooring facility of Marina Preko are in a state which satisfies the requirements of his vessel, and takes commitment to:

- sign in at the Reception immediately upon the arrival at berth,
- submit to authorised person of Marina Preko vessel's documents, insurance policy and set of keys of the vessel upon the execution of this Contract, which shall be kept at the Reception, taken over on each sailing out of the Marina, and redeposited at the Reception upon each return to berth,
- put (lock) all movable equipment and assets listed in the Inventory List form in a way that nothing can be stolen without prior breaking and entering the vessel,
- equip the vessel with fire-prevention equipment if it had not been done earlier,
- use the leased berth according to the General Terms, Regulations on Maintaining Order in the Port for Nautical Tourism and provisions of this Contract, without disturbing other berth users,
- report to Marina Preko any absence longer than one day,
- if the vessel is sold, it must be reported without delay to the authorised person of Marina Preko,
- duly maintain its payment obligations,
- all persons using the vessel for which the Contract on Berth Use has been signed, should have valid authorisation from the User, which must be delivered to the authorised person of Marina Preko,
- duly report to Marina Preko any change of address. Otherwise, all mail sent by Marina Preko to the last known address of the User shall be considered as delivered to the remittee.

Article 10 - Contracting parties confirm the following:

- use of the vessel or works performed on the vessel by third parties who are not the contracting parties, is allowed only with written approval from the User, previously submitted to Marina Preko,
- during the absence of the vessel, Marina Preko may temporarily lease the User's berth to another user,
- Marina Preko may, for justifiable or safety reasons, relocate the vessel stated in Article 1 of this Contract to another berth, without prior approval of the User,
- if the User neglects the vessel in a way which endangers the vessel itself, or vessels in its immediate vicinity, Marina Preko reserves the right to undertake actions which will prevent potential danger, and charge the User for incurred costs,
- the User agrees that Marina Preko may, without further inquiry or approval, in case of incurred debt, exercise the right of retention, i.e. the right to retain the vessel in the Marina, and to undertake actions of reallocating the vessel on land. In both cases, newly incurred costs shall be borne by the User,
- in case User does not settle all due obligations, as well as those resulting from the actions stated in paragraph 1, indents 4 and 5 of this Article, along with accompanying statutory penalty interests, Marina Preko is entitled to retention and lien over the vessel stated in Article 1 of this Contract, and it shall be the obligation of the User to sign the notarial act on this subject matter.

Article 11 DURATION OF CONTRACT - This Contract is concluded for a determined period, or for a specific accounting period. It is defined that the accounting period for the use of berth, pursuant to this Contract, starts from.....and ends on Marina Preko is obliged to notify the User before the end of the accounting period on the amount of the berthing fee for the use of berth for the next accounting period.

Article 12 - Contracting parties agree that this Contract shall be automatically prolonged for the next accounting period if neither of the contracting parties, no later than 30 (thirty) days before the end of the accounting period, fails to receive from the other party notification of the cancellation of the Contract in writing.

If the User fails to submit the notification of the cancellation of the Contract before the previously stated deadline, Marina Preko can accept the cancellation, but shall charge the User with contractual penalty of 1.000,00 (one thousand) EUR, or the equivalent in Croatian kunas, according to the middle exchange rate of the Croatian National Bank on the payment day, and the time spent in the Marina from the expiry date of the accounting period to the date of receipt of notification of the cancellation of the Contract, shall be charged pursuant to the valid Price List for daily berth.

Article 13 LIABILITY FOR DAMAGES a) Liability of Marina Preko:

1. Marina Preko is only liable for damages caused by its staff while working in mooring and other areas of the Marina Preko.
2. Marina Preko shall not be liable and shall not indemnify the costs of the following:
 - damage incurred as a consequence of the Force Majeure,
 - damage incurred as a consequence of the war, war-like incidents, strikes, riots, vandalism and similar,
 - damage caused by the pollution of sea or environment,
 - damage caused by a hidden flaw on the vessel,
 - damage caused by fire or explosion resulting from the violation of regulations on protective measures (Regulations on

- Maintaining Order in the Port for Nautical Tourism) by the User, persons he is responsible for, or third party,
- damage caused by theft of vessel, as well as loss of things which were not listed in the Inventory List signed by the authorised person of Marina Preko and the User, and loss of listed inventory, vessel equipment, dinghy or auxiliary boat, engine or other things or equipment, if they had not been properly stored within the vessel and locked,
 - damage caused by improper power or plumbing installations on the vessel, or damages caused by improper installation from the vessel to the pier connections,
 - damage caused by freezing,
 - damage caused by rodents or other parasites,
 - damage caused by wreck removal,
 - damage to the vessel caused by malicious, unprofessional handling or negligence of the User, person authorised by the User, crew, or other persons of the vessel,
 - damage caused by the lack of maintenance, negligence, or worn out or neglected state of the vessel, if the User knew or could have known thereof,
 - doings or omissions of third party,
 - theft or damage for whatever reason to valuable things on the vessel, including but not limited to paintings, jewellery, money, securities, etc.,
 - damage caused by the rupture of the mooring rope tying the vessel.

b) Liability of the User:

1. The User states that, for the whole duration of the Contract, he has third party insurance, and explicitly frees the Marina of performing any kind of verification of the contents of his insurance policy.
2. The User is obliged to indemnify the Marina Preko, or third party, for any damage caused by him or his vessel, his vehicle, crew and guests, to any facility or equipment owned by Marina Preko, or third party, within the area used by Marina Preko.
3. The User states that he is properly insured with a suitable insurance policy for the whole duration of the Contract, for all damages, including breaking and entering into a vessel or vehicle, as well as for the damages caused by theft and damage to the vessel, equipment, devices, tools and similar. The User explicitly frees the Marina of performing any kind of verification of the contents of his insurance policy.

Article 14 - TERMINATION OF CONTRACT - Each contracting party can cancel this Contract at any time, with termination period in the duration of 30 (thirty) days, starting from the date of receipt of termination notice in writing.

Marina Preko may cancel this Contract without termination notice if the User :

- does not comply with any of the provisions of this Contract, as well as the provisions of the Regulations on Maintaining Order in the Port for Nautical Tourism and General Terms,
- does not abide by the schedule of payment obligations for all services provided in mooring and other areas of Marina Preko.

If the case when the User has also signed a Contract on Garage Lease or some other contract, the cancellation of this Contract shall automatically cancel all such other contracts.

In the case of cancellation of the Contract, regardless of who cancelled it, Marina Preko is not obliged to refund any payments.

Article 15 OTHER PROVISIONS - Contracting parties agree that by this Contract, any implementation of the provisions of Chapter 16 of the Contract Law (Official Gazette No. 35/05) is to be excluded in full, i.e. the implementation of the provisions which refer and apply to the rights and obligations prescribed by the Deed of Discharge.

Article 16 - TERRITORIAL JURISDICTION OF COURT - Contracting parties will endeavour to settle any eventual disputes resulting from this Contract, by mutual agreement, and in the event of failure, it shall be submitted to the jurisdiction of the competent court in Zadar.

Article 17 -FINAL PROVISIONS - By signing of this Contract, the User confirms the acceptance of the unofficial translation of this Contract, as well as the unofficial translations of all documents stated in Article 8, paragraph 2 of this Contract.

Article 18 - The User agrees that this Contract cannot be transferred to other persons or vessels.

Article 19 - Should any of the provisions of this Contract become illegal, invalid or unenforceable in any way, it will not effect the legality, validity or enforceability of other provisions herein.

Article 20 - Contracting parties hereby agree to have read and understood the Contract in full, and to accept the rights and obligations set herein, as well as rights and obligations prescribed by the documents which form the integral part of this Contract, and sign the Contract by their own hand in agreement.

Article 21 - This Contract is made in two (2) originals, one (1) for each contracting party.

USER:

MARINA PREKO d.o.o.