

SURNAME, NAME, Address _____, Company Reg. No.: , tel/fax: _____/ , e-mail: _____, ID number , passport number: (hereinafter: User) have concluded on _____ the following:

CONTRACT ON BERTH USE No __-S/20__

SUBJECT OF THE CONTRACT

Article 1

Subject of the contract is the service of berth usage for the following vessel only:

NAME and REGISTRATION No. Of the vessel: _____
VESSEL MODEL AND MANUFACTURER: _____
FLAG: _____
LENGTH OVERALL (LOA): _____
WIDTH: _____
OWNER: _____

Term "length overall" (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. The berth consists of sea area sufficient for the allocation of the vessel stated in Article 1 of this Contract and it's part of all mooring ropes are property of the User. The User uses the berth at his own risk.

BERTH USE CHARGE

Article 3

Berth use charge, which is at the time of the contract's execution, the sum of _____ **EUR**

shall be paid immediately upon the contract's execution on the Marina Preko's bank account in PODRAVSKA BANKA, as stated below:

IBAN : **HR 71 2386002 1119046864**

SWIFT (BIC): **PDKCHR2X**

Berth use charge includes the use of toilet facilities, energy consumption for standard vessel utilities, 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 its key elements, 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 annulled 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 an invoice to the User 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 which is valid for all companies in the Republic of Croatia.

TERMS OF BERTH USE

Article 7

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 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 and Price List are 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 by posting it on the Marina Preko web site and its 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 8

By signing 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 authorized person of Marina Preko vessel's documents, insurance policy and set of keys of the vessel.
- put (lock) all movable equipment and assets in a way that nothing can be stolen without prior breaking and entering the vessel,
- equip the vessel with fire-prevention equipment
- 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 of the vessel longer than one day,
- if the vessel is sold, it must be reported without delay to the authorized person in Marina Preko,
- duly maintain its payment obligations,
- all third parties that will be using the vessel should have valid authorization from the User, which must be delivered to Marina Preko,
- duly report to Marina Preko any change of address.

Article 9

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 other vessels in the marina, 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, excise 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 settled 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.

DURATION OF CONTRACT

Article 10

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 11

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. 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.

LIABILITY FOR DAMAGES

Article 12

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.
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 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, (i.e. 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 authorized by the User, crew, or other persons on 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, jewelry, 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 Marine 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

TERMINATION OF CONTRACT

Article 13

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 the written termination notice

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 the schedule of payment obligations for all services provided in mooring and other areas of Marina Preko.

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

OTHER PROVISIONS

Article 14

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.

TERRITORIAL JURISDICTION OF COURT

Article 15

Contracting parties will endeavor to settle any and all 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 Split.

FINAL PROVISIONS

Article 16

By signing 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 7, paragraph 2 of this Contract.

Article 17

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

Article 18

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

Article 19

Contracting parties hereby agree to have read and understood the Contract in full, and to accept the rights and obligations set herein. All rights and obligations prescribed by the documents which form the integral part of this Contract, should be signed by their own hand in agreement.

Article 20

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

USER:

MARINA PREKO d.o.o.

Jakov Bobić