

## YACHT CHARTER CONTRACT

Executed in ..... between Hak Yacht Club s.c. Piotr Wieczorek Stanisław Podgórski, with the seat in Warsaw 03-741 at ul. Białostocka 7, with the Tax Identification Number (NIP): 113-25-41-147, with the Regon no. 140059772, hereinafter referred to as the "SHIOWNER" represented by owner Stanisław Podgórski, and:

..... living in.....  
.....

identity card..... telephone number ..... hereinafter referred to us the "CLIENT".

**1. The object of the contract** is charter of the yacht ..... its registration number..... equipped with the engine ..... since..... to..... in Masuria.

The SHIOWNER is obliged to hand over a/m yacht efficient, clean, in order at the CLIENT's disposal on the..... of .....

The CLIENT is obliged to give back the yacht efficient, clean, in order to a representative of SHIOWNER on the..... at ..... at the latest.

The marina where the yacht is handed over by the SHIOWNER to the CLIENT is .....

The marina where the yacht is given back by the CLIENT is.....

### 2. Payments:

Charter fee amounts to:

.....days x ..... PLN = ..... PLN

.....days x ..... PLN = ..... PLN

Total: ..... - discount ..... % = .....PLN

additional costs = ..... . PLN

**Amount to be paid: ..... PLN**

(in words: .....

..... PLN)

The down payment in amount of 30% of the total charter fee (it has to be paid during 7 days since getting the Contract) : ..... PLN

The second installment paid the day of handing over the yacht to the CLIENT amounts to:.....PLN

The security deposit paid the day of handing over the yacht to the CLIENT amounts to: 500,00 PLN (or 200 EUR).

**3. The charter contract becomes binding** after sending back the copy of the contract signed by the Client and paying on time the down payment (according to section 2).

The payment can be wire-transferred on the following account:

Bank Zachodni WBK S.A., kod SWIFT: WBKPPLPP,

nr BIC: PL 40 1090 1043 0000 0001 1754 3761,

or can be paid in cash to person representative of SHIPOWNER.

**4. In case of giving up chartering the yacht offer having signed the contract, the CLIENT loses paid down payment.**

5. In case of reasons makes by circumstances outside one's control or outsider what makes impossible to charter yacht ordered in the Contract, the SHIPOWNER to have the right to give another similar or higher class yacht with the same or better equipment.

**6. Handing over the yacht** is officially recorded.

**7. The SHIPOWNER is obliged to insure the yacht (Third Party Liability and Property Damaged).**

**8. The CLIENT is obliged to give the yacht on time.**

In case the CLIENT does not give back the yacht on time, he is obliged to pay a penalty fee in amount of 80,00 PLN (in words: eighty PLN) for each hour of delay.

**9. The CLIENT is obliged to inform the SHIPOWNER immediately** about any damages of the yacht that has occurred or that he has noticed during the charter of the yacht.

**10. The CLIENT is in duty bound to** execute all the actions aiming the payment of damaged on account of each damage occurred during the period when the yacht was chartered by him. The CLIENT is responsible financially for the damaged that haven't been covered by the insurer as a result of not executing by the CLIENT the actions required. Each time the CLIENT will be informed about all these required actions by a representative of SHIPOWNER.

**11. The CLIENT is responsible financially for** damages made during the period when he had chartered the yacht and that weren't covered by the insurer due to violation of insurance contract's conditions by the CLIENT (i.e. steering the yacht under the influence of drink, deliberate exposure to damage, glaring oversight).

**12. The CLIENT is in duty bound to** let the SHIPOWNER repair all the damages of the yacht before the end of the charter period.

**13. The CLIENT is responsible for the yacht until** the moment of giving it back to an authorized person (according to point 1).

**14. The CLIENT is obligated to** clean the yacht and empty chemical toilet at the end of the charter period. If not, he will pay an additional fee in amount of:

- 100,00 PLN (final cleaning)
- 50,00 PLN (emptying the toilet)

**15. If there is no damages nor loses the total amount of the security deposit is paid back the last day of the charter period. The SHIPOWNER may refuse to pay back the security deposit if the CLIENT has broken 8, 9, 10 or 11 point of the present contract.**

**16. At the moment of handing over the yacht the CLIENT is obliged to have** with him the Yacht Charter Contract, his identity card and his license to steer a yacht.

**17. Eventual disputes shall be settled by the District court proper to the seat of the SHIPOWNER.**

**18. This Contract shall be governed by Polish law.**

**19. The Contract is drawn in two copies in English and Polish version, one for each Party. In case of any discrepancies between language versions, the Polish version shall be binding.**