

Appendix to Agreement No:.....

DETAILED CHARTER CONDITIONS

1. BOOKING AND AGREEMENT

- 1.1. Booking can be made via telephone, email, or on-line through OWNER's website. In each case, the CHARTERER will receive (by mail or email) **Charter Agreement** and **Detailed Charter Conditions** in two copies (both documents). The CHARTERER is required to sign all copies and send them back via regular mail (as certified letter) or electronic mail to OWNER's address.
- 1.2. The CHARTERER is required to make the payments in the amounts and dates agreed on in the Agreement.
- 1.3. The Agreement comes into effect once the OWNER has received a signed **Charter Agreement** along with **Detailed Charter Conditions** and a confirmation of a payment of 40% of charter fee. In case this Agreement does not come into effect should the CHARTERER fail to meet the obligation of signing and sending this Agreement, any amount paid by the CHARTERER will not be refunded.
- 1.4. The CHARTERER shall receive **General Conditions of Yacht Insurance** in order to learn them.
- 1.5. All the aforementioned documents can be obtained from the OWNER's website and can be reviewed by the CHARTERER at any given time.

2. CONDITIONS OF DELIVERY, RETURN OF THE YACHT, SETTLING THE DEPOSIT

- 2.1. The OWNER will deliver the vessel to the CHARTERER in a seaworthy condition to a place and at a time described in the **Charter Agreement**. The description of the vessel and its equipment are included in the **Yacht Takeover Protocol**.
- 2.2. The CHARTERER will take over the seaworthy yacht with charged batteries, full tank of fuel, full tank of fresh water, and empty faeces container or clean chemical toiled. The yacht must be returned in the same condition, fuel tank does not need to be full, the fuel costs will be settled with the deposit.
- 2.3. The delivery of the yacht is to the CHARTERER only. In order to take over the yacht, the CHARTERER is required to present: identification document, confirmation of paying the charter fee. The CHARTERER is also required to sign the **Yacht Takeover Protocol** and pay the deposit in the amount described in the Agreement.
- 2.4. The OWNER will not deliver the yacht to the CHARTERER if the CHARTERER turns out to be under age or appears to be under the influence of alcohol or other intoxicants. In cases just described, the OWNER is not required to refund the charter fee.
- 2.5. Delivery of the yacht at a time described in the **Charter Agreement** can be delayed because of the OWNER, higher power, or the fault of third parties. In such cases, the CHARTERER is entitled to a refund of the charter fee proportional to the length of delay increased by 100PLN for each day of delay, for the first two days. If the delay extends two days, the CHARTERER is entitled to withdraw from the Agreement, in such case, the OWNER is required to refund the charter fee in full, increased by 200PLN. The aforementioned amount exhausts all claims by the CHARTERER towards the OWNER. The right to withdraw from the Agreement does not apply in the case when the OWNER offers the CHARTERER a replacement vessel that can hold the same number of people.
- 2.6. Hydrological situation, navigational obstacles, temporary sailing bans, hydrotechnical devices shutdowns can result in the change of place of yacht's delivery and return. In such case, the OWNER will immediately inform the CHARTERER about the new place of delivery or return. Due to such occurrences, the CHARTERER is not entitled to withdraw from the Agreement, nor any other claim.
- 2.7. The CHARTERER will return the yacht to the OWNER on the day and at the place described in the Agreement (with the reservation of point 2.6) in a non-worsened condition. In the case when the

yacht is returned in a condition different from the one described in the Agreement, the CHARTERER will be charged with a flat rate payment of 1000PLN which will cover the costs of taking the vessel to the original marina. For every hour of a delay in returning the vessel, the CHARTERER will pay contractual penalty of 50PLN. The aforementioned sums of money will be taken off the deposit, which the CHARTERER agrees to.

2.8. Cleaning and clearing the yacht means:

- Washing the vessel's exterior, drying the external lockers,
- Tidying and airing the interior,
- Emptying the drawers, cabinets, lockers, and fridge of private possessions,
- Emptying and washing the chemical toilet or emptying the faeces container,
- All the vessel's crockery and cutlery ought to be washed, dried, and placed in a basket (just as you received them)

2.9. The cleaned and cleared yacht ought to be presented to the OWNER for inspection one hour before charter's finishing hour described in the Agreement. In the case when the vessel is returned unclean and unclear, the OWNER will charge the CHARTERER with a flat rate payment of 150PLN. In the case of not emptying and not cleaning the chemical toilet, the OWNER will charge the CHARTERER with a flat rate payment of 150PLN. The aforementioned sums of money will be taken off the deposit, which the CHARTERER agrees to.

2.10. It is possible, before starting the charter, to order cleaning service which includes cleaning and clearing the vessel, emptying the faeces tank or the chemical toilet. The service fee ordered before charter is 250PLN. Cleaning service does not cover damages or vandalization of the yacht.

2.11. The condition of the yacht and its equipment is described in the **Yacht Takeover Protocol**, any damages or deficiencies are basis for deduction of sums of money described in it off the deposit, which the CHARTERER agrees to.

2.12. If the deposit is insufficient to cover all the OWNER's claims towards the CHARTERER, the CHARTERER commits oneself to cover the difference within 7 days after the charter ended, past this deadline will start charging statutory interests.

3. RULES OF USING THE YACHT

3.1. The CHARTERER takes over the yacht without a crew and is required to provide enough people to safely operate the yacht. If the CHARTERER does not hold a motorboat license, they will be given a comprehensive motorboat training.

3.2. The CHARTERER is required to operate the yacht according to the **Charter Agreement, Detailed Charter Conditions**, the OWNER's instructions and good, general boating practice. The CHARTERER is responsible for their crew and is required to present these documents to crew members, especially the people they intend to helm the yacht. It is strictly forbidden to helm the yacht while intoxicated. Regardless of individual responsibility of each crew member, the CHARTERER takes full responsibility toward, both, the OWNER and the third parties, for the outcome of actions and negligence of crew members.

3.3. The CHARTERER is not permitted to make any changes to the yacht or its equipment without the OWNER's approval. In the case of a failure or a damage to the yacht, including collision with another yacht, the CHARTERER is required to contact the OWNER. In the case of a failure making it impossible to continue to operate the vessel, due to causes independent of the CHARTERER, the CHARTERER is entitled only to a proportional refund of the charter fee. In the case of a failure making it impossible to continue to operate the yacht, caused by the CHARTERER or a crew member, the CHARTERER is not entitled to any claims.

3.4. The CHARTERER, as well as crew members, perform continuous maintenance of the yacht and its systems. They also bear all the operational costs i.e. purchasing fuel, charging batteries, costs of docking in marinas, crossing slipways and locks.

3.5. The CHARTERER is required to pay additional fee when domestic pets are taken aboard, the fee does not cover any repairs of possible damages caused by the pets. The fee is 300PLN.

4. SAILING WATERS

4.1. The port of origin of the yacht is "Przystań na Wyspie" in Miłomłyn. On each yacht one will find maps, guides, sailing directions and other information necessary to sail safely on sailing waters determined by the OWNER.

4.2. The OWNER permits the CHARTERER to sail only during the day on the following sailing waters:

- Vistula Lagoon (only for CHARTERERS with a license of at least a Motorboat Helmsman), docking for the night only in marinas and ports or other mooring piers, it is forbidden to spend the night in the open or anchored.
- Elbląg Canal System with Lakes.
- Great Loop of Żuławy Region (under no conditions can one stop or stopover on the Vistula River between the locks in Biała Góra and in Przegalin, with the exceptions of marinas located at the aforementioned locks, and the marina in Tczew).

4.3. Waters not allowed to sail on:

- The Vistula Ditch below the lock in Przegalin.
- The Vistula River above the lock in Biała Góra.
- Beyond the estuary of Wisła Śmiała.
- The Kashubian Canal in Gdańsk
- The Tuga River

4.4. Due to changing weather and hydrological conditions, the CHARTERER will be provided with a list of waters not allowed to sail on for the duration of the charter, which does not result in any claims towards the OWNER. The list of waters not allowed to sail on will be included in the **Yacht Takeover Protocol**.

4.5. The CHARTERER is required to follow weather and navigation forecast and announcements, which are to make cruise planning safer.

5. YACHT INSURANCE AND ACCOUNTABILITY FOR DAMAGE

5.1. The yacht holds Civil Liability Insurance, Comprehensive Yacht Insurance, and Accidental Death and Dismemberment Insurance from **WARTA** Insurance Company. The CHARTERER is required to acquaint themselves with **General Insurance Conditions**.

5.2. The CHARTERER is required to immediately inform the OWNER about any damage and the circumstances of the damage occurring. Any damage of the CHARTERER and crew's personal belongings in no way burden the OWNER.

5.3. Any damage to the vessel not covered by the insurance or below the sum of 1000PLN, caused by the CHARTERER or crew members, will be deducted from the deposit, to which the CHARTERER agrees.

5.4. The CHARTERER is not entitled to a replacement yacht in the case of damage making further sailing impossible if the damage was caused by the CHARTERER, the CHARTERER is also not entitled to a refund of charter fee.

5.5. If the damage caused by the CHARTERER makes the yacht non-operational after the **Charter Agreement** expires, the OWNER is entitled to deduct 200PLN from the deposit for each day of the yacht being non-operational. The above does not exhaust further possible claims by the OWNER by way of lost profit, port fees in ports other than the port of origin, transport of the damaged yacht, etc.

6. WITHDRAWING FROM CHARTER AGREEMENT

- 6.1. The CHARTERER is entitled to withdraw from the agreement, in such case the OWNER is entitled to retain:
- 50% of the paid advanced payment if a written resignation of charter reaches the OWNER at least 30 days before the charter dates.
 - 100% of the paid advanced payment if a written resignation of charter reaches the OWNER between 30 and 15 days before the charter dates.
 - 100% of the paid advanced payment if a written resignation of charter reaches the OWNER later than 15 days before the charter dates.
- 6.2. The CHARTERER is entitled to appoint another party that will charter the yacht in the dates described in the **Charter Agreement**. The OWNER must be informed about this fact at least 10 days before the charter dates, the appointed party must sign the **Charter Agreement**. The OWNER is entitled to charge 100PLN as handling charges in the aforementioned case.
- 6.3. The OWNER is entitled to withdraw from the agreement, in such case the CHARTERER is entitled to:
- A refund of 100% of the paid advanced payment if the OWNER withdraws from the agreement 30 days before the charter dates.
 - A refund of 100% of the paid advanced payment if the OWNER withdraws from the agreement between 30 and 15 days before the charter dates.
 - A refund of 100% of the paid advanced payment if the OWNER withdraws from the agreement 15 days before the charter dates.
- 6.4. The OWNER is entitled to deliver to the CHARTERER a different yacht of similar standard and the same number of available beds. In such case, the CHARTERER is not entitled to any possible claims.

I affirm that I have read the aforementioned conditions, I understand them, and I have no objections to the conditions.

.....
Date

.....
Legible signature