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[www.friendshipcharter.com](http://www.friendshipcharter.com)

[www.sailyour soul.com](http://www.sailyour soul.com)

[www.sailyour soul.info](http://www.sailyour soul.info)

## **CHARTERCONTRACT – TERMS AND CONDITIONS**

### *Term, Hire & Payment*

1. The owner agrees to let on bare-boat charter and the Charterer agrees to charter the unattended yacht .....(hereinafter called "the yacht" from .....o'clock on the .....day of 20... and ending at .....o'clock on the .....day of 20.... for the sum of .....Euros of which .....are due and payable by the Charterer to upon the signing of this Agreement. The balance of ..... is due and payable on embarkation.

### *Delivery:*

2. The Owner agrees:

a) to fit out the boat and handle her to the Charterer, without crew, clean, ready for sea, with all the gear & equipment in proper running condition at Gouvia Marina, Corfu.

b) to insure the yacht & her equipment against fire, marine & collision risks and 3<sup>rd</sup> party damage & against any & all loss or damage on excess of .....Euro & the Charterer shall be relieved of any & 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 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 to the Charterer or any person on board with his permission.

### *Delayed delivery:*

c) to employ every reasonable effort to deliver the yacht on the date & place mentioned in Clauses 1 & 2(a), but if for any cause the yacht should be unavailable, the Charterer shall have the right of choice of one of the following possibilities:

I. to prolong the period of charter by the same length of time by which

the delivery has been delayed, provided that the following charter commitment of the yacht allows it & the Owner agrees.

II. To leave the date of termination unchanged 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.

*Excess delay:*

III. If the delay exceeds 1/4 of the total charter time, to cancel this Agreement & to 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 compensation for any loss or damage resulting from the curtailment or the cancelation of this.

*Redelivery (return) of the yacht & delays:*

3. The Charterer agrees:

a) to redeliver the Yacht to the Owner at Gouvia Marina, Corfu, cleaned-up, with all her equipment in the same good condition as she was at take-over, at the time agreed, but unless the yacht has become a total loss, if he shall for any reason fail to deliver the yacht at the agreed date & time, to pay to the Owner demurrage at the rate of the charter price per day of this Agreement increased by 50 %, for every day, until delivery has been effected. If he leaves the yacht at any place other than the place agreed, to pay to the owner all expenses involved in transferring the yacht to the place of redelivery, 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 by the owner.

*Deposit & Insurance:*

b) to leave on deposit & as guaranty the amount of .....Euro for any loss or damage to the yacht and/or her equipment not recoverable by the insurance. The deposit shall be refunded to the Charterer, after inspection of the Yacht, her gear and her inventory by the owner.

*Party & Cruise limits:*

c) 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 ... qualified skipper and ..... experienced crew members, but not more than ..... in all at sea.

*Diving Laws:*

d) Not to allow any person on board to commit any act contrary to the custom laws of Greece regarding fishing or underwater fishing nor to seek or take possession of objects of archaeological nature or value, otherwise this Agreement shall terminate and the Charterer shall carry alone any responsibilities and shall answer alone to the appropriate Authorities.

*Towing the yacht:*

e) 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 if this situation arises, to negotiate & agree with the captain of the other vessel on the

price to be paid, before allowing the yacht to be towed.

*Restrictions in leaving port:*

f) Not to leave the port if the wind force is predicted to be over 6 Beaufort or if the harbor Authorities have imposed a prohibition of sailing or while the yacht has unrepaired damage or any of her vital parts: engine, sail, rip, bilge pump, anchoring gear, navigation lights, compass, safety equipment etc. are not in good condition or if weather conditions are doubtful.

*Use of canvas:*

g) to reduce canvas when necessary, insuring comfortable sailing without excessive stress on the rigging & sails, not to sail in any area not sufficiently covered by the charts, not to sail at night without all navigation lights functioning.

*Inform:*

h) to report by telephone to the owner in the event of any damage to the Yacht.

*Information:*

i) to study any printed matter pertaining the proper handling of the yacht & to the conditions of the cruising area.

IT IS HEREBY & FURTHER AGREED by and between the parties hereto:

*Charterer's Sailing Qualifications:*

4. This Agreement is entered into on the basis of the Charterer's competence in Sailing, seamanship & navigation stated by him in writing & in the event of any error, omission or misinterpretation in this respect being subsequently discovered, the Owner shall be entitled to terminate this Agreement forthwith and to retain the charter fees.

*Test of charterer's sailing skills:*

5. The Owner may require the Charterer & his crew to demonstrate their competence in handling & navigating the yacht safely by actually operating the Yacht at sea with the Owner aboard & should the Charterer fail to satisfy the Owner, the Owner may terminate this Agreement or place a seaman aboard the yacht, if available, for as many days as necessary for the safety of the yacht & her passengers.

*Acceptance of the yacht:*

6. Before signing the Agreement, the Charterer has the right to inspect the yacht, her gears & her inventory thoroughly to ascertain that all is in good working condition.

*Running expences:*

7. After take-over, expenditures for port-dues, water, fuels, oils & 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, shall be made by the Charterer at his expence, 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 or damages resulting clearly from normal & natural wear, the Charterer shall obtain the Owner's consent with regard to the cost, and shall collect the pertinent receipts

against which he will be refunded by the Owner at the end of the charter.

*Damages:*

8. If any damage or accident is caused by the Yacht, the Charterer shall request from the Port Authority to ascertain the damage or accident & circumstances in which it had been caused and to make a written record about it and shall notify the Owner at the same time.

*Cancellation premature termination:*

9. In the event of cancellation by the Charterer, for any reason, except as mentioned in Clause 2(III) all advance payments made up to the date of cancellation will be retained by the Owner and the Owner can refund the said deposits only if he succeeds in letting the yacht to another charterer for the same period.

*Total loss of the Yacht:*

10. Should the Yacht become an actual or constructive loss before or during the charter period, this Agreement shall be deemed to be at an end and the Charterer shall recover by the Owner all charter monies paid in advance to the Owner, provided that the Charterer or his crew was not responsible for the loss.

*Agents:*

11. The Agents act in good faith on behalf of both Owner & Charterer & in no way incur any liability for any acts, matters or things done committed or omitted by either party.

*Arbitration of disputes:*

12. In the event of any dispute arising between the two parties, shall be referred to two Arbitrators in Greece, one to be appointed by each party, whose decision shall be final or to an Umpire to be appointed by such Arbitrators, if & when they shall disagree, the decision in such event of the Umpire to be final.

PRICE INCLUDES: VAT, OUTBOARD, LINNEN, GAS

NOT INCLUDED: PETROL AND ENDCLEANING