

**BAN TOURS** Ltd., travel and trade limited liability Company, VAT: 0915408 / 91025164621, Kaptol 11, 10000 Zagreb, Croatia, ID code: HR-AB-01-1-61509, Bank details: SWIFT: CBZGHR2X, IBAN HR 5023820011100007318, CENTAR BANKA d.d., 10000 Zagreb, Amruševa 6, Croatia, represented by the General Manager Željko Marković (Hereafter referred to as Ban Tours),

And

CHARTERER: \_\_\_\_\_, ADDRESS: \_\_\_\_\_

(Hereafter referred to as Charterer)

Concluded on the day of \_\_\_\_\_ the following

## **SAILING BOAT ACCOMMODATION CONTRACT**

### **Article 1**

The subject matter of this Contract is the accommodation on the sailing boat Dufour Grand' Large \_\_\_\_\_ (name and description of the vessel), owned by Ban Tours.

### **Article 2**

Ban Tours lets out and the Charterer takes on the accommodation on the sailing boat described in Article 1 of this Contract, for the period \_\_\_\_\_.

### **Article 3**

The Contract shall become valid upon paying the total amount of the sailing boat accommodation fee to Ban Tours.

The sailing boat accommodation fee of EURO \_\_\_\_\_ includes the usage of the vessel, linen, outboard engine (2,3 HP), towels set (2 per person).

Obligatory payment in our base: transit log 120 Euro, stay tax 1 Euro per person per day.

The Charterer undertakes to pay the sailing boat accommodation fee to the benefit of the gyro-account of Ban Tours or with credit card (American Express, Diners Club International, Eurocard/Mastercard, Visa) as follows:

- 50% of the sailing boat accommodation fee (down payment) when booking the vessel for a defined period;

- 50% of the sailing boat accommodation fee 4 weeks prior to the departure period at the latest.

The payment shall be made on the basis of the issued invoice, which Ban Tours directs to the Charterer without deferral upon the receipt of the booking inquiry. In order that the booking becomes final, the Charterer is to pay the down payment to the gyro-account of Ban Tours or with the credit card, within 3 days since the day of the invoice, as well as to send the evidence of the down payment. All payments made by credit card will incur a 5% surcharge.

The Charterer also undertakes to send the evidence of the rest payment of the total sailing boat accommodation fee.

The fuel is not included in the sailing boat accommodation fee. The Charterer shall return the vessel with full fuel tank and water container. The vessel is to be clear, neat and dry, and its motor should be in working order.

### **Article 4**

The deposit in the amount of EURO \_\_\_\_\_ (credit card slip, cash) has to be made by the Charterer when taking possession of the vessel. The deposit shall be refunded in its entirety upon the return of the vessel, unless the existence of a damage or a defect on the vessel or the equipment is found during the take over of the vessel, and unless there are no claims filed or announced regarding the Charterer by the third persons, that are connected to the usage of the vessel.

### **Article 5**

The takeover of the vessel takes place on Saturdays at 5 p.m. and the return on Saturdays by 8 a.m. The vessel must be returned in order and with full tanks to the Marina Frapa – Rogoznica not later than the evening prior to the check-out day (till 8 p.m.). When taking the possession of the vessel, the Charterer is obliged to submit the evidence of payment of the whole amount of the charter fee. Ban Tours undertakes to deliver the vessel in working order and seaworthy.

### **Article 6**

The Charterer states that he possesses valid permits for vessel operating, that is, that a member of the crew who has relevant sailing permits shall operate the vessel (permits needs to be shown upon check-in at the base).

### **Article 7**

All amendments to this Contract or additional agreements shall be made in written form.

### **Article 8**

In case of misunderstanding or dispute, the parties shall tend to settle it peacefully and consensually.

If the misunderstanding or dispute is not solved in the afore-mentioned manner, the dispute passes into the jurisdiction of a court in Zagreb and is regulated by the legal provisions of the Republic of Croatia.

### **Article 9**

The Charterer accepts the terms of this Sailing boat accommodation contract and he signs it with his own hand as a token of consent.

### **Article 10**

This Contract is signed by contractual parties in 2 (two) copies, out of which 1 (one) remains to the Charterer and 1 (one) shall be kept by Ban Tours.

**BAN TOURS Ltd.**

**CHARTERER**

\_\_\_\_\_  
Željko Marković - General Manager

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