

# CHARTER RULES

# PRAVILNIK O IZNAJMLJIVANJU BRODA

## Article 1. Definitions

1.1. Vessels chartering rules (rules) constitute official offer (public offer) of a vessel Owner, including all of the current terms and conditions for chartering vessels.

1.2. Acceptance of offer shall constitute full and unquestioning acceptance of offer (Rules) by paying the invoice submitted by Owner, without signing these Rules. Acceptance of offer shall lead to entering into the Agreement. These Rules shall be legally binding and equal in the Agreement, signed by the contracting parties.

1.3. Owner shall mean a person having a vessel, or any other person authorized by vessel Owner and having all of the appropriate documents to certify the same.

1.4. Charterer shall be a legal entity or a natural person using the vessel under these Rules, who accepted the terms and conditions of the offer by giving its consent (paying the invoice).

1.5. In these Rules, the terms Owner and Charterer shall be used irrespective of their gender, status of legal entity and number of persons.

1.6. The Skipper shall be a person on duty, guiding the vessel crew and bearing responsibility for their actions; he/she shall be the Owner's representative when speaking about the debts and claims conditioned by the needs of both the vessel and the navigation and shall also be the Owner's authorized representative in legal relations emanating from the Charter and/or in relation to it. He/she shall also assume responsibility for steering the vessel, his/her duties shall include securing of the safety of navigation, maintaining order, preventing any damage that may incur on the vessel, to the crew, passengers or third parties. His/her orders within his/her authorities shall be binding for all persons on the vessel and he/she shall be entitled to isolate any person whose actions present the threat to the safety of the vessel and the people and to suspend the navigation at any time if it presents the threat to the safety of the vessel and/or the people.

1.7. Force majeure shall mean any reason, appertaining to actions, events, acts, failures and accidents beyond the control of Owner, crew or Charterer (including strikes, lockouts and other

## Član 1. Definicije

1.1. Pravilnik o iznajmljivanju broda (Pravilnik-Pravila) – oficijalna ponuda (zvanična ponuda) Vlasnika Broda koja sadrži sve postojeće uslove za iznajmljivanja broda.

1.2. Prihvatanje ponude – potpuno i bezuslovno prihvatanje ponude (Pravilnika) putem plaćanja na račun koji navede Vlasnik, bez potpisivanja predmetnog Pravilnika. Prihvatanje ponude je uslov za pravljenje Ugovora. Ova Pravila imaju jednaku pravnu snagu kao i ugovor koji strane budu potpisivale.

1.3. Vlasnik – vlasnik broda, ili lice koje ima punomoćje od vlasnika broda i sve neophodne dokumente koji to potvrđuju.

1.4. Zakupac – pravno ili fizičko lice koje koristi brod u skladu sa ovim Pravilima i koje prihvata sve uslove ponude putem plaćanja računa koji navede Vlasnik.

1.5. U predmetnom Pravilniku termini Vlasnik i Zakupac koriste se nezavisno od pola, statusa pravnog lica, broja lica.

1.6. Kapetan – zaduženo lice koje je na čelu posade broda, i koje odgovara za njihove postupke; predstavnik je Vlasnika u pogledu dugovanja i potraživanja za potrebe broda i plovidbe, a takođe i ovlašćeni predstavnik Vlasnika u pravnim odnosima koji proizlaze iz Ugovora o zakupu i/ili u vezi sa njim. On je takođe i odgovoran za upravljanje brodom, njegova je dužnost da obezbedi bezbednu plovidbu, održava red, da spreči bilo kakvu štetu (na) brodu, prema članovima posade, putnicima i trećim licima. Njegova naređenja, u granicama njegovih ovlašćenja, su obavezna za sva lica koja se nalaze na brodu; on ima pravo da izoluje svako lice koje ugrožava bezbednost broda i ljudi na njemu, a takođe da u bilo kom trenutku prekine plovidbu ako smatra da ona ugrožava bezbednost broda i/ili ljudi na njemu.

1.7. Viša sila – bilo kakav razlog koji se odnosi na radnje, događaje, incidente, propuste, nesreće koje su se desile van kontrole i bez krivice Vlasnika, posade ili Zakupca (uključujući štrajkove, stečaj, druge radne sporove, građanske nemire, druge nemire, terorističke napade, blokade, invazije, ratove, požare, eksplozije, sabotaze, sudare, državne akte, ozbiljne električne ili mehaničke kvarove koji su van kontrole posade, i nisu izazvani nemarnošću

working conflicts, civil disturbances, insurrections, electrical or mechanical defects beyond the crew control, which were not caused by negligence of Charterer, Owner of crew). Changes in the composition of the crew and changes of passengers shall not appertain to the above described reasons and shall not be considered as force majeure.

1.8. Insurance deposit shall be the payment calculated into the value of lease and having the status of securing the proper execution of Charterer's duties under the Lease Agreement and/or in accordance with the provisions of these Rules. It shall be reimbursed to the Charterer after the expiry of the lease term, if the Owner does not have any objections.

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## *Article 2. Agreement on handing over and chartering*

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2.1. The Owner shall let the vessel to the Charterer for utilization and shall not enter into any other similar Agreements in relation to this vessel for the same period.

2.2. Charterer shall accept to hire the vessel and pay for the charter fee, the security deposit, delivery and re-delivery fees for the vessel and other agreed charges, not later than within the stipulated period and to the account specified in the Charter Agreement.

2.3. Following the Owner's consent, the Charterer may effectuate the payment of charter fee, deposit for covering additional costs, delivery and re-delivery fees for the vessel and other agreed charges in cash.

2.4. Charterer's duties related to payment of the charter fee, deposit for covering additional costs, delivery and/or re-delivery fees for the vessel, security deposit and other agreed charges shall be deemed executed from the moment of closing entries on monetary assets on Owner's account or getting cash funds. All banking costs and charges shall be paid at the Charterer's expense.

2.5. The Owner responsibility in front of Charterer can not be more than cost of charter.

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## *Article 3. Delivery of vessel*

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3.1. The Owner shall, by the time of beginning of the charter period, deliver the vessel to the place of delivery, in accordance with the data specified in the Invoice and Charterer shall take over the vessel, ready for sail and in working order. The vessel shall be registered, ready for sail, clean, in good condition, fully equipped, including up-to-date safety and life-saving equipment (among other things, children's life-jackets, if besides the Charterer children will stay on the vessel), and fitted out as appropriate for a vessel of its

Zakupca, Vlasnika ili posade). Promene u sastavu posade ne odnose se na gore navedene razloge i ne smatraju se kao viša sila.

1.8. Depozit – iznos koji je uključen u cenu zakupa i ima svrhu da pruži garanciju ispunavanja obaveza od strane Zakupca na osnovu Ugovora o zakupu i/ili u skladu sa odredbama ovog Pravilnika. Depozit se vraća Zakupcu u slučaju ako Vlasnik nema pretenzije prema Zakupcu posle isteka roka zakupa.

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## *Član 2. Sporazum o zakupu*

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2.1. Vlasnik je obavezan da preda brod Zakupcu na korišćenje i da za navedeni period ne zaključuje druge sporazume o iznajmljivanju istog broda.

2.2. Zakupac je obavezan da primi na korišćenje Brod i plati iznos zakupnine, depozit, taksu za dostavu/vraćanje Broda, i druge ugovorene troškove, ne kasnije ugovorenog roka i na račun, koji će biti predviđeni Ugovorom o zakupu.

2.3. Zakupac, uz saglasnost Vlasnika može da izvrši plaćanje iznosa zakupa - gotovinom, kao i iznos za pokrivanje dodatnih troškova, takse za dostavu/vraćanje broda, depozita i drugih ugovorenih troškova

2.4. Obaveze Zakupca u pogledu iznosa zakupa, kao i iznosa za pokrivanje dodatnih troškova, takse za dostavu/vraćanje broda, depozita i drugih ugovorenih troškova smatraju se ispunjenim posle uplate novčanih sredstava na račun Vlasnika ili posle plaćanja gotovinom. Sve troškove provizije banke i procenite plaća Zakupac.

2.5. Vlasnikova odgovornost za charter ne smije biti veća od cijene čartera.

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## *Član 3. Predaja Broda*

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3.1. Vlasnik ima obavezu da dostavi Brod u naznačeno vreme i mesto početka ugovorenog perioda zakupa u skladu sa podacima navedenim u računu, a Zakupac da primi Brod, koji je spreman za plovidbu i u ispravnom je stanju. Brod mora biti osiguran, ispravan za plovidbu, čist, u dobrom stanju, potpuno opremljen, računajući i savremenu opremu za spasavanje (između ostalog, pojaseve za decu, ako Zakupac bude sa decom), i sa posadom koja je u skladu sa veličinom i vrstom broda i koja pruža Zakupcu mogućnost da koristi

size and type and enabling the Charterer to use the vessel as set out in Article 14 of these Rules. The Owner shall not warrant a comfortable use of the vessel in case of bad weather conditions.

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#### *Article 4. Re-delivery of the vessel*

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4.1. The Charterer shall re-deliver the vessel to its Owner to the place of re-delivery, in as good a condition as when delivery was taken, bearing in mind the fair wear and tear and paying it all the costs related to the exploitation of the boat during the charter period, including fuel. The Charterer shall be entitled to re-deliver the vessel to the place of re-delivery prior to the end of the charter period, notifying the Owner of his/her intention to handover the vessel before the expiry of the deadline, minimum 24 hours in advance. Remuneration for re-delivery of the vessel before the stipulated deadline shall not be paid.

4.2. Charterer shall arrive to the place of re-delivery a day before the expiry of charter term, not later than at 19.00 h on the day preceding the date of the lease expiry.

4.3. Charterer's re-delivery (check-out) of vessel to the Owner shall be executed starting from 08:00 h to 10:00 h (standard period) on the day of expiry of the charter period. Check-out can be done at the non-standard period if parties agree or situation by Owner opinion looks dangerous for boat or passengers.

4.4. The vessel's Owner shall at his/her own expense organize the work of divers for the purposes of inspecting the undersea part of the vessel on the date and at time stipulated by item 4.3 of these Rules.

4.5. Charterer shall, by 09:00 h on the date of expiry of the charter period or/and before starting of check-out procedure, release the vessel, namely: to remove all of his/her personal belongings from the vessel; all crew members, including the skipper, charterer and guests should come down to the shore; to dispose of the garbage collected during the vessel exploitation by the Charterer.

4.6. In case the Charterer does not ensure execution referred to in item 4.5 of these Rules, the Owner shall be entitled to suspend the Charterer by one sum in the amount of one day of leasing the vessel.

4.7. In case the Charterer insists on inspecting the underwater part and/or check-out of the vessel within the period which is not compliant with the deadline stipulated in item 4.4 of these Rules, the Charterer shall by his/her own assets additionally pay for the divers' work in the amount of 100 euro and 50 eur for non-standard check-out.

brod, kako je navedeno u članu 14 ovog Pravilnika. Vlasnik ne daje garanciju komfortnog korišćenja broda u slučaju loših vremenskih uslova.

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#### *Član 4. Vraćanje Broda*

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4.1. Zakupac je obavezan da vrati Brod Vlasniku u luku povratka, u tom stanju, u kojem se Brod nalazio u trenutku predaje, uzimajući u obzir normalnu eksploataciju, i podmiri sve troškove koji su vezani za korišćenje broda u periodu zakupa, uključujući gorivo. Zakupac ima pravo da preda Brod u Luku Povratka pre završetka perioda zakupa, uz obavezu da o tome informiše Vlasnika najmanje 24 sata pre toga. Naknada i povratak sredstava za vraćanje broda pre isteka roka – nisu predviđeni.

4.2. Zakupac je obavezan da stigne u Luku Povratka broda dan pre isteka zakupa, ne kasnije od 19.00 dana koji prethodi datumu isteka zakupa.

4.3. Prijem Broda Vlasnik vrši u prisustvu Zakupca od 08:00 do 10:00 (standardni period) poslednjeg dana zakupa Broda. Ček-aut može biti izvršen i u ne standardnom periodu ako se strane dogovore ili ako je situacija po mišljenju Vlasnika opasna po brod ili po Zakupca.

4.4. Vlasnik o svom trošku plaća ronioca za pregledanje podvodnog dela Broda u dan i vreme koji su predviđeni stavom 4.3. ovih pravila.

4.5. Zakupac je obavezan da u dan isteka zakupa do 09:00 ili/i pre početka ček-aut procedure napusti brod, a tačnije:

Da skloni sa Broda sve lične stvari; svi članovi posade, uključujući kapetana, zakupca, gostiju su dužni da izađu na obalu; da uklone otpatke, koji su ostali posle korišćenja broda od strane Zakupca.

4.6. U slučaju ako Zakupac nije ispunio pravila iz stava 4.5., Vlasnik ima pravo da od Zakupca potražuje i zadrži iznos koji je jednak jednom danu zakupa broda.

4.7. U slučaju ako Zakupac insistira na pregledanju podvodnog dela broda i/ili ček-autu u roku koji nije predviđen stavom 4.4. ovih pravila, onda Zakupac dodatno o svom trošku plaća usluge ronioca u iznosu od 100 eura I 50 eura za nestandardni ček-aut.

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*Article 5. Permitted navigation territory*

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5.1. The Charterer shall plan the itinerary of his/her navigation so that the vessel is re-delivered to the place of re-delivery by the end of the period for vessel handover, taking into account the weather forecast, currents and wind and following a good maritime practice. The Charterer shall restrict the time underway to a maximum of 6 hours a day, with the exception of cases when the Skipper is ready to exceed this limit at his/her own responsibility.

5.2. When planning the crossing, the Skipper should select the place for safe parking (next to the dock or on the anchor) of the vessel, taking into account a good maritime practice, weather conditions, currents, depth and displacement of the vessel.

5.3. Navigation shall be permitted only during the daylight, with the exception of case when the vessel is equipped by qualified crew that works on the vessel in shifts so that there is at least one crew member in each shift holding the minimum qualification of Coastal Skipper, or similar.

5.4. Navigation in the dark shall be performed in agreement with the vessel Owner, after the Charterer confirms appropriate qualifications of the vessel crew.

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*Article 6. Maximum number of persons on board – responsibility for children and health of the Charterer and his/her guests*

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6.1. Charterer shall not accept more than the number of guests staying or cruising on board than the number laid down by Charter Agreement. The indicated number of passengers may be increased whilst the vessel is securely moored to the dock or whilst being anchored, at Skipper's sole discretion or in accordance with the permitted standards, numbers and characteristics of individual and collective safeguarding assets.

6.2. If children are taken on board, the Charterer shall be fully responsible for their conduct and no member of the crew, including the Skipper, shall be held responsible for their conduct.

6.3. The vessel navigation may render it unsuitable and dangerous for people having physical disabilities or undergoing medical treatment and/or those suffering from certain diseases. Charterer shall warrant a good physical status of all the persons on board, passengers and crew members that may be on board, whereat no damage can be caused to their health. Charterer and

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*Član 5. Plan plovidbe*

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5.1. Zakupac je obavezan da ima plan plovidbe po kome mora da vrati brod na mesto i vreme isteka perioda zakupa, uzimajući u obzir vremenske uslove, struje, vetrove i služeći se dobrim morskim iskustvom i praktikom. Zakupac je obavezan da se pridržava perioda od najviše 6 sati dnevno ukupnog vremena plovidbe, osim u slučajevima kada Kapetan smatra da može da pomeri tu granicu.

5.2. Kapetan, planirajući zaustavljanje, obavezan je da izabere bezbedno mesto (pristanište ili sidro) služeći se dobrim morskim iskustvom, uzimajući u obzir vremenske uslove, struje, dubinu i karakteristike broda.

5.3. Plovidba je dozvoljena samo preko dana, osim u slučajevima kada se na palubi nalazi stručna posada, sa navigacionim kartama, i na taj način da za svaku odgovara minimum jedan član posade koji ima kvalifikaciju ne niže Coastal Skipper ili sličnu.

5.4. Plovidba u večernjim i noćnim časovima je moguća uz saglasnost Vlasnika broda i posle potvrde od strane Zakupca da za to ima odgovarajuću stručnu posadu.

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*Član 6. Maksimalan broj ljudi – odgovornost za decu – zdravlje Zakupca i njegovih gostiju*

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6.1. Zakupac se obavezuje da ne prima na brod veći broj gostiju na boravak ili plovidbu, nego što je to predviđeno Ugovorom o zakupu. Naveden broj putnika može se povećati za vreme stajanja u pristaništima ili pod sidrima, a sve po nahođenju Kapetana, u skladu sa dozvoljenim normama, brojem i karakteristikama individualnih i kolektivnih sredstava za spasavanje.

6.2. Ako su na brodu deca Zakupac snosi odgovornost za njihovo ponašanje i niko iz posade, uključujući Kapetana nije odgovoran za njihovo ponašanje.

6.3. Plovidba brodom može biti neprijatna i opasna za ljude sa fizičkim nedostacima ili za decu koja su na lečenju i/ili pate od određenih bolesti. Zakupac garantuje dobru fizičku formu svih lica koja se nalaze na brodu, kao i da boravak na Brodu neće biti štetan za putnike i članove posade, i ne može da naškodi zdravlju putnika. Zakupac i njegovi gosti su obavezni da imaju vize koje su potrebne u zemljama koje planiraju da posete.

his/her guests shall have all the necessary visas for the countries to be visited.

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### *Article 7. Crew*

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7.1. The Owner shall deliver the vessel to Charterer *berbaut* (lease without the crew), and Charterer shall hire a Skipper who shall be qualified in accordance with the requirements of the country under whose flag the vessel shall navigate, who shall be accepted by the insurance company of the vessel Owner. Charterer shall also provide a qualified and properly trained crew. No member of the crew shall be entitled to transport or use any illegal drugs on board, or keep any firearms (other than those declared on the manifest). Both the Skipper and the Crew members shall comply with the laws of countries into whose territorial waters the vessel shall enter.

7.2. It is understood that the skipper, crew and passengers shall be entitled to a minimum amount of rest in accordance with the vessel's Code of Practice.

7.3. The skipper, crew and passengers shall be bound at all times to keep all information related to this Agreement, the Owner, the Charterer and all Guests as confidential and no information shall be disclosed to any third party without prior permission in writing

7.4. Until the effective date of the Charter Agreement, the Charterer shall submit the list of passengers and the crew to the Owner, more precisely, full name and surname, date of birth, number and serial number of their passports, validity of passports. Failing to submit the information about the passengers and the crew until the effective date of the Charter Agreement, the vessel Owner shall not bear any responsibility for the delay when sailing out of the port of delivery which is related to the necessity of preparing the documents for vessel sailing out in the port and/or in the police.

7.5. Charterer shall, at least a week before the effective date of the Charter Agreement, forward all copies of documents on Skipper's qualifications. Owner shall be entitled to refuse to cede the Skipper's right to navigate the vessel to the Charterer in case the documents on his/her qualifications do not comply with the type and dimensions of the vessel, in case the insurance company does not acknowledge the documents on Skipper's qualifications and in case the documents on Skipper's qualifications are forged.

7.6. If in a period of vessel's delivery to the Charterer the Owner suspects the qualifications of Charterer's Skipper, he/she shall be entitled to request the Charterer to replace the Skipper.

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### *Član 7. Posada*

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7.1. Vlasnik predaje Brod Zakupcu sa uslovima *berboat* (iznajmljivanje bez posade), a Zakupac je obavezan da unajmi Kapetana, sa kvalifikacijom u skladu sa propisima zemlje pod čijom zastavom plovi brod, i kojeg priznaje osiguravajuća kompanija Vlasnika. Zakupac takođe može da unajmi stručnu i obučenu posadu. Ni jedan član tima nema pravo da prevozi ili koristi bilo kakva nelegalna sredstva i narkotike na brodu, kao i da ima bilo koju vrstu oružja (osim dozvoljenih i prijavljenih). Kapetan i posada obavezni su da poštuju zakone zemalja u čijim se vodama nalazi Brod.

7.2. Kapetan, posada i putnici imaju pravo na minimalni period odmora, u skladu sa ustaljenom praktikom eksploatacije Broda.

7.3. Kapetan, posada i putnici obavezuju se da ne razglašavaju bilo kakvu informaciju u vezi sa ovim ugovorom, Vlasnikom, Zakupcem i njegovim gostima trećim licima, ako za to nije data pismena dozvola.

7.4. Pre početka trajanja Ugovora o zakupu, Zakupac je obavezan da pruži Vlasniku pun spisak putnika i posade, puno ime i prezime, datum rođenja, broj i seriju pasoša, rok važenja pasoša. U slučaju nepružanja informacije o putnicima i članovima posade pre početka trajanja Ugovora o zakupu, Vlasnik broda ne snosi odgovornost za odloženo iskrcavanje broda iz luke gde je brod predan, u vezi sa obavezom prijavljivanja broda u luci i/ili policiji.

7.5. Zakupac je obavezan da najmanje 1 sedmicu pre početka trajanja Ugovora o zakupu, pošalje Vlasniku Broda kopije kvalifikacija (sertifikata) kapetana. Vlasnik ima pravo da odbije da preda brod na upravljanje Kapetanu čija dokumentacije neodgovara vrsti i veličini broda, ili u slučaju nepriznavanja kvalifikacija Kapetana od strane osiguravajuće kompanije Vlasnika, ili u slučaju falsifikovanja kvalifikacija Kapetana.

7.6. U slučaju ako za vreme predaje broda Vlasnik posumnja u stručnost Kapetana kojeg je odabrao Zakupac, Vlasnik ima pravo da traži od Zakupca zamenu Kapetana.

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*Article 8. Skipper's authorities  
and responsibilities*

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8.1. Skipper shall comply with all reasonable orders given to him/her, unless there are any restrictions with regard to the safety of navigation requirements, management, handling and movement of the vessel, wind, weather and other circumstances. Skipper shall not, however, be bound to comply with any order which might result in the vessel moving to any port or place that is safe or proper, or might result in failing to re-deliver the vessel to the port of re-delivery by the expiry of the charter period, or would lead to the violation of Article 14 and other articles of these Rules. Without prejudice to any other statutory interests of Owner, in case that, on Skipper's opinion, the Charterer or his/her guests fail to observe the requirements of Article 14 of these Rules and keep on breaching them even after the Skipper's written notification, the Skipper shall notify the Owner about it and the Owner shall be entitled to forthwith suspend the charter (to terminate the Charter Agreement unilaterally and out of the court) or to instruct the Skipper to re-deliver the vessel to the port of re-delivery and terminate the Charter Agreement after the vessel arrives to the port of re-delivery. Charterer and his/her guests shall have to disembark and settle all outstanding payments with the Skipper. Thereat, the Charterer shall not be entitled to any remuneration.

8.2. Skipper shall be entitled to refuse to give the sports gear for water sports for utilization of Charterer or his guests if either Charterer of his/her guests behave irresponsibly or are intoxicated by alcohol or drugs or do not behave with due care to the people or property in their surroundings when using the above gear.

8.3. Written notifications of the Skipper:

If needed, the Skipper shall submit a written notification to the Charterer indicating the particulars of offence committed by Charterer (and/or people staying, travelling and other people whose conduct shall be the Charterer's liability) in relation to the Charter Agreement and/or these Rules, as well as the deadline for remedying the offences. Thereat, the Charterer shall sign the receipt of the notification. If Charterer refuses to accept (refuses to sign the receipt) the notification, the Skipper shall make a note on the notification saying the Charterer refused to receive the notification, reading its contents aloud, which is also recorded and in such a case it is deemed the Charterer has received the notification.

8.4. Skipper or Charterer should give know to Owner as soon as possible about any damages or dangerous situation with vessel, crew or in case of claims from Government or any inspection of country where the vessel sailing. In case of no inform Owner, penalty up to 100% of deposit can be apply.

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*Član 8. Ovlašćenja i odgovornost  
Kapetana*

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8.1. Kapetan izvršava sva poručena razumna naređenja, osim ako ne postoje ograničenja iz razloga bezbednosti, navigacionih uslova, upravljanja, funkcija i kretanja Broda, vetra, vremenskih uslova i drugih okolnosti. Kapetan nije u obavezi da ispunjava naređenja, koja bi mogla da dovedu do ukrcavanja u opasnu luku ili mesto, ili mogu uticati na uslov povratka Broda pre isteka perioda zakupa, ili ako utiču na kršenje stava 14 i drugih članova ovog pravilnika. Ne na štetu drugim zakonskim interesima Vlasnika: u slučaju ako po mišljenju Kapetana, Zakupac ili njegovi gosti ne poštuju uslove predviđene članom 14 ovog Pravilnika i produžavaju da ih krše i posle pismenog upozorenja od strane Kapetana, Kapetan je dužan da o tome obavesti Vlasnika, a Vlasnik ima pravo da odmah prekine zakup (jednostrani raskid ugovora o zakupu nesudskim putem) ili da izda instrukciju Kapetanu o vraćanju broda u Luku Povratka, gde će biti raskinut Ugovor o zakupu. Zakupac i njegovi gosti biće obavezni da napuste Brod i da reše pitanje dodatnih troškova sa Kapetanom. U takvom slučaju, Zakupac nema pravo na naknadu i povraćaj sredstava.

8.2. Kapetan ima pravo da odbije Zakupca ili njegove goste u korišćenju vodno-sportske opreme, ako se Zakupac ili njegovi gosti ponašaju neodgovorno, ili su pod uticajem narkotika ili u alkoholisanom stanju, ili nisu dovoljno oprezni prema okolini i imovini prilikom korišćenja te opreme.

8.3. Pismena upozorenja Kapetana:

U slučaju neophodnosti Kapetan predaje Zakupcu pismeno upozorenje, u kojem navodi razloge i vrste prekršaja koje je počinio Zakupac (i/ili putnici, druga lica, za koje je odgovoran Zakupac) na osnovu Ugovora o zakupu i/ili ovih Pravila i rok za njihovo otklanjanje. U takvom slučaju, Zakupac se obavezuje da potpiše da je primio upozorenje. U slučaju odbijanja prijema (odbijanje potpisa o prijemu) upozorenja, Kapetan pravi belešku o tome da je Zakupac odbio da primi upozorenje, i usmeno čita tekst upozorenja posle čega se smatra da ga je Zakupac primio.

8.4. Škiper ili Zakupac should mora dati do znanja Vlasniku što pre o bilo kojim povradama ili opasnim situacijama u vezi s plivlom, posadom ili o slučaju izjava od strane Vlasti države u kojoj brod plovi. U slučaju neinformiranja Vlasnika, kazna do 100% od cijene depozita može biti izdata.

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*Article 9. Lease and terms of  
payment*

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9.1. The charter fee amount shall be specified in the proforma invoice and shall contain the following:

- Charter with all the equipment in working condition
- Tools; spare parts; cleaning materials and auxiliary materials for engine room, decks, kitchens and cabins;
- Insurance of vessel, crew and passengers, (see Article 17 of these Rules);
- Third party liability insurance of owner, passengers and crew;
- Technical support and elimination of defects within the guarantee period;
- Price of final cleaning of the vessel after the charter completion.

9.2. Charterer may order additional services from the Owner, whose values shall be indicated in the proforma Invoice.

9.3. Charterer shall re-deliver the vessel to the Owner with full fuel tank for stationary engines, generators and suspended engines.

9.4. In case the delivery and/or re-delivery port is different from the main vessel port, Charterer shall pay the fee for delivery/re-delivery of the vessel. Fee value for the delivery/re-delivery of the vessel shall be calculated by Owner and indicated in the Invoice, which shall make an integral part of this Agreement.

9.5. Advance payment of additional costs may be required to be paid, as a kind of meeting the special requirements, provision of equipment, shoreside transport, excursion and other services not customarily considered part of the vessel's operating costs related to the charter, and shall be paid to the Owner's account or by releasing funds with submission of the report.

9.6. Payments by cheque, credit card or any other means shall not be accepted on board. Therefore, the Charterer shall anticipate sufficient cash quantities for paying all of the foreseen costs, or to pay the necessary funds to the Owner's account in advance.

9.7. When releasing funds to the Skipper with his/her duty of submitting the report, the Skipper shall issue the payment slip indicating the Charterer (passport data), Skipper (passport data), monetary amount (in letters), delivery date, purpose the funds have been obtained for and shall also indicate the Charter Agreement according to which the funds have been released.

9.8. In case of paying the vessel rental and/or additional services by credit card, the amount indicated in the invoice shall increase by 3,5% for covering the charges of Owner's bank.

9.9. Following the finalization of vessel delivery period the Owner shall submit the final invoice to the Charterer, setting out all of the Charterer's costs.

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*Član 9. Cene zakupa i uslovi  
plaćanja*

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9.1. Cena zakupa Broda navedena je u predračunu i u nju ulazi:

- zakup Broda sa pratećom opremom u ispravnom stanju;
- alati; zalihe; sredstva za čišćenje i pomoćna sredstva za mašinsko odeljenje, palube, kuhinje i kabine;
- osiguranje Broda, posade i putnika (vidi član 17 ovog Pravilnika);
- osiguranje odgovornosti vlasnika, putnika i posade prema trećim licima;
- tehničku podršku i garanciju rešavanja problema i kvarova.
- čišćenje Broda posle isteka perioda

9.2. Zakupac može da naruči od Vlasnika dodatne usluge, čija vrednost se navodi u predračunu.

9.3. Zakupac je obavezan da vrati brod vlasniku sa punim rezervoarom za gorivo stacionarnih motora, generatora i vanbrodskih motora.

9.4. U slučaju ako se Luka Predaje/Povratka Broda razlikuje od Luke lokacije Broda, Zakupac je obavezan da plati taksu za dostavu/vraćanje Broda. Iznos takse za Dostavu/Vraćanje Broda obračunava Vlasnik i navodi u računu, koji je neodvojiv deo ovog Ugovora.

9.5. Moguća je potražnja avansa za dodatne troškove, za ispunjavanje posebnih želja, pružanje opreme, kopnenog transporta, ekskurzije i drugih usluga, koje ne ulaze u predviđene usluge, a vezane su za iznajmljivanje Broda, putem uplate na račun Vlasnika ili gotovinom uz potvrdu.

9.6. Plaćanje na brodu čekom, kreditnom karticom ili na bilo koji drugi sličan način obično nije moguće, tako da Zakupac mora da predvidi potreban gotovinski iznos za podmirivanje troškova ili da unapred uplati na račun Vlasnika.

9.7. Prilikom predaje sredstava Kapetanu uz potvrdu, Kapetan daje potvrdu u pismenoj formi u kojoj navodi Zakupca (podatke iz pasoša), Kapetan (podaci iz pasoša), novčani iznos (slovima), datum predaje, svrha predaje novčanih sredstava, poziv na broj ugovora o zakupu na osnovu kojeg su primljena novčana sredstva.

9.8. U slučaju plaćanja cene zakupa Broda i/ili dodatnih usluga pri pomoću kreditne kartice, naveden iznos uvećava se za 3,5% za troškove provizije banke Vlasnika.

9.9. Posle isteka roka zakupa Broda, Vlasnik izdaje račun Zakupcu gde je naveden konačan iznos sa svim troškovima Zakupca.

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*Article 10. Delay and  
impossibility of delivering the  
vessel*

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10.1. If, by reason of force majeure circumstances, as described in Article 21, the Owner fails to deliver the vessel to the Charterer at the port of delivery by the commencement of the charter period and vessel delivery is made in a shorter of two periods: 48 hours of the scheduled commencement date of the charter or within one-tenth of the charter period, the Owner shall pay to the Charterer a proportionate charter share or shall, by agreement of contracting parties, proportionally extend the charter period.

10.2. Inability to deliver the vessel.

10.2.1. If by reason of force majeure circumstances the Owner fails to deliver the vessel to Charterer to the port of delivery and the delay is longer than a shorter of two periods: 48 hours or a period equal to one tenth of rental period, Charterer shall be entitled to terminate the charter agreement unilaterally and out of the court. In the above case, the Charterer shall immediately be reimbursed all of the amounts made by him/her under this Agreement, without calculating any interests for the utilization of funds. In the second case, by mutual agreement of the contracting parties, the charter period shall be extended by the time equivalent to the delay, or charter period may be postponed by a certain period, as agreed

10.2.2. If Owner fails to deliver the vessel to the Charterer to the port of delivery by the commencement of the charter period other than by reasons of force majeure, the Charterer shall be entitled to terminate the charter agreement unilaterally and out of the court and require the repayment of all of the amounts paid under the charter agreement, without calculating interests for the use of funds.

10.3. Termination of Agreement by Owner.

10.3.1. If following the commencement of charter referred to in the charter agreement the Owner terminates the agreement by reason of force majeure, provisions of item 10.2 of these Rules shall apply.

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*Article 11. Delays in re-delivery of  
the vessel*

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11.1. If 48 hours before the expiry of charter term the vessel is located at the distance of more than 100 nautical miles from the place of re-delivery, the Owner shall be entitled to undertake measures for forceful re-delivery of the vessel to the place of re-delivery and to retain the costs for the forceful re-delivery of the vessel from the insurance deposit.

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*Član 10. Kašnjenje i nemogućnost  
predaje Broda*

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10.1. Ako je razlog viša sila, kako je navedeno u členu 21, i Vlasnik nije u mogućnosti da dostavi Brod Zakupcu u Luku Predaje Broda pre početka perioda zakupa, u tom slučaju će se predaja Broda izvršiti u najkraćem iz dva vremenska perioda: 48 sati od početka trajanja zakupa ili u toku jedne desetine vremena trajanja perioda zakupa, Vlasnik isplaćuje Zakupcu proporcionalni deo cene zakupa ili po dogovoru proporcionalno produžava rok zakupa..

10.2. Nemogućnost predaje Broda.

10.2.1. Ako je razlog viša sila, kako je navedeno u členu 21, Vlasnik nije u mogućnosti da dostavi Brod Zakupcu u Luku Predaje i pri tom kašnjenje prelazi manji od dva perioda: 48 sati ili period jednak jednoj desetini perioda zakupa, Zakupac ima pravo da jednostrano raskine ugovor o zakupu vansudskim putem. U ovom slučaju Zakupcu je obezbeđen samo momentalni povratak svih iznosa koje je uplatio po ovom ugovoru, bez obračunavanja procenata za korišćenje novčanih sredstava. U drugom slučaju, uz obostranu saglasnost strana, period zakupa može se produžiti za period jednak periodu kašnjenja, ili početak zakupa može da bude odložen na određeno vreme.

10.2.2 Ako Vlasnik nije u stanju da preda Zakupcu Brod u Luku Predaje pre početka trajanja zakupa iz bilo kog drugog razloga koji ne spada u kategoriju više sile, Zakupac ima pravo na jednostrani raskid ugovora vansudkim putem i momentalni povraćaj svih iznosa koje je uplatio na osnovu ugovora o zakupu, bez obračunavanja procenata za korišćenje novčanih sredstava.

10.3 Raskid ugovora od strane Vlasnika.

10.3.1. Ako pre početka perioda zakupa, navedenog u ugovoru o zakupu, Vlasnik raskine ugovor iz razloga više sile, primenjuju se odredbe stava 10.2. ovog Pravilnika.

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*Član 11. Kašnjenje prilikom  
vraćanja Broda*

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11.1. Ako se za 48 sati pre isteka perioda zakupa brod nalazi dalje od 100 morskih milja od mesta za vraćanje, Vlasnik ima pravo da prinudno uputi brod na mesto njegovog povratka i da na osnovu toga zadrži iznos depozita za troškove prinudnog vraćanja broda.

11.2. Ako je uzrok kašnjenja sa vraćanjem broda viša sila, brod se mora vratiti odmah posle prestanka tih okolnosti, a uslovi ovog



11.2. If payment of the vessel is delayed by reasons of force majeure events, it shall be effected as soon as possible following the finalization of these circumstances, whereat the requirements of this Agreement shall remain in force and the Charterer shall not be asked to pay any penalty or any additional charges.

11.3. If the Charterer fails to deliver the vessel to the Owner at the port of re-delivery on time, for reasons of intentional delay or changing the itinerary against the Skipper and/or Owner's advice, the Charterer shall pay to the Owner the charter amount for each day of delay at the charter rate increased by 50%. The Charterer shall pay all of the operating costs in accordance with article 9 of these Rules, and indemnify the Owner for any losses or damages the Owner shall suffer by reason of inability to use the vessel, cancelation of, or delay under any subsequent charters.

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*Article 12. Termination of  
Agreement and consequences of  
non-payment*

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12.1. Charterer shall be entitled to terminate the Charter Agreement on or at any time before the commencement of the charter period, in which case the Owner shall suspend a certain part of the charter or the entire charter under the following principle:

- within 60 days to the date of starting the tour – 30% of Charter value;
- within 59 to 30 days to the date of starting the tour– 50% of Charter value;
- within 29 to 8 days to the beginning of the tour – 75% of Charter value;
- within 7 days to the date of starting the tour – 95% of Charter value;

If any of the following amounts are due to be paid, but have not been paid, the Owner shall be entitled to claim their payment against the Charterer.

12.2. Non-payment or inability of payment:

If following the receipt of Owner's written notice the Charterer fails to pay any amount due under this charter agreement and/or in relation to these Rules, the Owner shall reserve the right to terminate this Charter Agreement unilaterally and out of the court and to suspend the entire amount of disbursements until the debt incurred until the moment of agreement termination is settled to the Charterer.

12.3. Notwithstanding the Owner's right to receive and suspension all payments, in accordance with item 12.4 of the Rules, the same shall reduce the Charterer's disbursement amount in case the Owner is able to re-let the vessel for all or part of the charter period. Out of the debt sum, the Owner shall suspend the entire amount of charters obtained by the charter after deducting the

ugovora ostaju isti, i u takvom slučaju dodatnih troškova Zakupac neće imati.

11.3. Ako Zakupac nije u stanju da vrati brod u Luku Povratka u roku, iz razloga namernog kašnjenja ili promene kursa uprkos upozorenjima Kapetana i/ili Vlasnika, Zakupac je obavezan da plati Vlasniku za svaki dan kašnjenja iznos jednak jednom danu zakupa uvećan na 50%. Zakupac je obavezan da plati sve troškove nastale prilikom eksploatacije, u skladu sa članom 9 ovog pravilnika, a takođe gubitke ili štetu, koje će imati Vlasnik zbog nemogućnosti korišćenja broda ili promene i poništavanja drugi planiranih čartera.

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*Član 12. Raskid ugovora i  
posledice neplaćanja*

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12.1. Zakupac ima pravo da raskine ugovor o zakupu u bilo kom trenutku pre početka trajanja perioda zakupa, u takvom slučaju određen deo ili ceo iznos zadržava Vlasnik, i to na sledeći način:

- U roku od 60 dana pre početka plovidbe – 30 % od ukupnog iznosa čartera;
- U roku od 59 i do 30 dana pre početka plovidbe – 50 % od ukupnog iznosa čartera;
- U roku od 29 i do 8 dana pre početka plovidbe – 75 % od ukupnog iznosa čartera;
- U roku od 7 dana od početka plovidbe – 95 % od ukupnog iznosa čartera;

Ako su navedeni iznosi trebali da budu uplaćeni, a nisu bili uplaćeni, Vlasnik ima pravo da ih potražuje od Zakupca.

12.2. Neplaćanje ili nemogućnost plaćanja:

Ako Zakupac ne uplati, posle dobijanja pismenog obaveštenja od Vlasnika, određeni iznos koji je obavezan u skladu sa ugovorom o zakupu i/ili u skladu sa ovim Pravilima, Vlasnik ima pravo da jednostrano raskine ugovor vansudskim putem i zadrži iznos svih uplata naime podmirivanja duga Zakupca, koji se formirao do trenutka raskida ugovora.

12.3. Uprkos pravu Vlasnika na potraživanje, uzimanje i zadržavanje uplata od Zakupca, u skladu sa članom 12.4. ovih Pravila, Vlasnik je obavezan da smanji iznos uplata Zakupca u slučaju ako Vlasnik bude u mogućnosti da ponovo izda pod zakup Brod na deo ili čitav period zakupa. Vlasnik će odbiti iznos duga od ukupne sume dobijene prilikom ponovnog izdavanja, ali posle obračunavanja provizije i drugih troškova koji će se pojaviti prilikom ponovnog

commissions and other related costs arising from such re-letting. The meaning of this requirement shall be that the Owner generates same revenues from this re-letting as would have been received had it not been terminated at all. The Owner shall put all of its efforts in order to charter the vessel again and shall not unreasonably withhold it. However, charters which, according to Owner's opinion, may cause damages to the vessel, its reputation, its crew or charter dynamics, may be rejected.

12.4. Owner shall be entitled to terminate the Charter Agreement unilaterally and out of the court in case the Charterer on or before the commencement of charter period fails to pay the entire charter amount, deposit for covering of additional costs, security deposit and other agreed charges specified in these Rules.

12.5. When terminating the Charter Agreement under the terms of item 12.5 of these Rules, the Owner shall be entitled to demand the Charterer's liability stipulated in item 12.1 of these Rules.

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### *Article 13. Malfunction or deficiencies*

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13.1. If at any time following the vessel delivery to the Charterer it comes to the breakdown of machinery or any other circumstances, including force majeure events, preventing the Charterer's regular use of the vessel for a period shorter than two following time intervals: from 12 to 48 consecutive hours or during one-fifth of the charter period, after the Charterer has notified the vessel Owner, and if the malfunction was not brought about by any Charterer's act, the Owner shall pay to the Charterer a pro rata refund of the charter fee for the period of vessel disablement, or shall, as agreed by the contracting parties, extend the delivery period by the period of vessel disablement. If Charterer wishes to enforce this law, he/she shall give immediate notice to the Owner about his/her intention and delivery of the vehicle for providing its delivery to the parent and refurbishment port. The Charterer shall not assume any liability whatsoever for extra costs for interruptions in vessel navigation but shall be liable for the customary operational costs during the period of disablement of the vessel.

13.2. Normal use of the vessel should imply a possibility of using the vessel's equipment and vessel itself by the Charterer, in accordance with the instructions and recommendations of manufacturer of the equipment.

13.3. Cessation of equipment's work, which may be replaced by alternative equipment that already exists on board or may be used with the restrictions incurred due to the malfunction, shall not entitle the Charterer to request the replacement of the vessel and/or return of all and/or a part of the vessel's charter paid by the Charterer.

izdavanja. Svrha ovog uslova je da Vlasnik ima koristi od ponovnog izdavanja pod zakup, kao da ovaj ugovor nije ni raskinut. Vlasnik će uložiti sve napore da Brod ponovo izada u zakup i bilo bi nerazumno njegovo odustajanje od toga. Osim u slučaju ako Zakupci po mišljenju Vlasnika mogu da nanesu štetu brodu, njegovom ugledu, njegovoj posadi ili planu plovidbe, onda može da ih odbije.

12.4. Vlasnik ima pravo da jednostrano raskine ugovor o zakupu vansudskim putem, u slučaju ako Zakupac pre početka trajanja zakupa nije u potpunosti isplatio iznos zakupa, depozit za podmirivanje dodatnih troškova, depozit osiguranja i druge ugovorene iznose, koji su navedeni u ovim Pravilima.

12.5. Prilikom raskida ugovora o zakupu u skladu sa odredbama stava 12.5 ovih pravila, Vlasnik u odnosu sa Zakupcem ima pravo da se pozove na stav 12.1 ovih pravila.

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### *Član 13. Kvarovi i nepravnosti*

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13.1. Ako u bilo kom trenutku posle predaje Broda Zakupcu dolazi do kvarova mehanizama ili drugih okolnosti, uključujući i višu silu, koje ometaju normalno korišćenje Broda od strane Zakupca u periodu od dva vremenska intervala, a koji bude manji: od 12 do 48 sledećih sati ili na vreme jedne petine perioda zakupa, Zakupac je dužan da informiše Vlasnika Broda, i ako se kvar nije pojavio po krivici Zakupca, Vlasnik isplaćuje Zakupcu proporcionalni deo od iznosa zakupa za period trajanja kvara ili se po dogovoru strana, rok zakupa može produžiti za vreme dok je Brod bio neispravnom stanju. Ako Zakupac želi da iskoristi to pravo, to mora odmah da obavesti Vlasnika o svojoj nameri i da preda brod radi dostavljanja u pristanište i servis. Zakupac neće imati dodatne troškove u vezi zaustavljanja kretanja Broda, ali će ostati odgovoran za uobičajene, operativne troškove u periodu dok je brod bio neispravan.

13.2. Normalna eksploatacija broda je mogućnost korišćenja sve opreme Broda i samog Broda u skladu sa instrukcijama i preporukama proizvođača te opreme.

13.3. Kvar opreme koja se može zameniti alternativnom opremom koja se nalazi na brodu ili se može ograničeno koristiti u vezi sa pojavljivanjem kvara, ne daje pravo Zakupcu da traži zamenu broda i/ili vraćanje dela iznosa zakupnine koji je Zakupac uplatio.

13.4. Delovi opreme kao što su kartploter, autopilot, električna sidrena vitla, elektronski indikator vetra, tender, propeler, električno sklapanje krme, grejač i generator smatraju se pomoćnim delovima i pojavljivanje neispravnosti na tim uređajima ne daje za pravo Zakupcu da traži zamenu broda i/ili povratak dela iznosa zakupnine koju je platio. Uprkos tome, Vlasnik je dužan da uloži sve napore, da

13.4. Equipment such as the chart plotter, automatic pilot, power engine of anchor pulley, electronic weather vane, naitex, tender, rudder, electronic device for mobile platform for stern, heater and generator are auxiliary equipment and cessation of work of such equipment shall not entitle the Charterer to request the replacement of the ship and/or returning of all and/or a part of the value of vessel charter he/she had paid. Thereat the Owner shall undertake all of the possible measures for fast repair or replacement of auxiliary equipment that stopped working.

13.5. Alternatively, if a disablement lasts longer than a period of two following time intervals: longer than 48 hours or one-fifth of the delivery period, and dependent on the nature and seriousness of the disablement, by mutual agreement of the contracting parties, the Charterer may stay on board for the duration of charter period, in which case the Charterer shall not have any further claims against the Owner.

13.6. In case any failure or irregularity is discovered on the vessel during the period of charter validity, the Charterer shall, at the shortest notice and in any appropriate manner notify the Owner about the failure existence and describe it.

13.7. The Charterer shall be liable to the vessel Owner for untimely notifying and/or intentional hiding of information on failures or irregularities of the vessel incurred in case of the force majeure or by Charterer's fault. Degree of responsibility and amount of the fine shall be set by the vessel Owner in accordance with the necessary costs for bringing the vessel into the appropriate status for the purposes of meeting the obligations under all of the next Charter Agreements.

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#### *Article 14. Use of the vessel*

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14.1. The Charterer shall comply and shall guarantee that the guests comply with the laws and regulations of any country into whose territorial waters the vessel shall enter during the course of this Agreement.

14.2. The Charterer shall guarantee that no pets or other animals are brought on board of the vessel without the Owner's written consent.

14.3. The Charterer shall guarantee that his/her behaviour or behaviour of his/her guests shall not cause any nuisance and will not have any negative impact on reputation of the vessel.

14.4. The Charterer and his/her guests shall at all times treat the crew members with due respect. No crew member shall be subjected to any type of harassment, sexual or other insults, by the Charterer or his/her guests during the charter period.

14.6. Unless otherwise agreed, smoking shall be permitted on exterior vessel areas, in places designated by the Skipper.

što je moguće brže obezbedi servis ili zamenu pomoćne opreme koja je u neispravnom stanju.

13.5. Kao alternativu, ako kvarovi budu trajali duže perioda od dva vremenska intervala: duže od 48 sati ili jedne petine roka zakupa, u zavisnosti od prirode i težine oštećenja, strane se mogu složiti da Zakupac može ostati na brodu za vreme trajanja zakupa, a u tom slučaju Zakupac neće imati primedbi prema Vlasniku.

13.6. U slučaju otkrivanja kvara ili neispravnosti tokom trajanja ugovora o zakupu, Zakupac je dužan da u najkraćem roku, na bilo koji način obavesti Vlasnika o kvarovima i da opiše njihovu vrstu.

13.7. Zakupac je odgovoran pred Vlasnikom u slučaju kasnog informisanja i/ili namernog sakrivanja informacija o kvarovima ili neispravnostima na brodu, koje su nastale u okolnostima više sile ili po krivici Zakupca. Stepen odgovornosti i iznos kazne određuje Vlasnik broda u skladu sa troškovima koje će imati da dovede Brod u ispravno stanje i na taj način obezbedi i ispuni svoje obaveze u budućim ugovorima.

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#### *Član 14. Eksploatacija Broda*

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14.1. Zakupac je dužan da poštuje i da garantuje da će i njegovi gosti poštovati zakone i pravila zemlje u čijim vodama se bude kretao Brod, za vreme trajanja ugovora.

14.2. Zakupac je dužan da garantuje da se nikakvi ljubimci ili druge životinje neće nalaziti na Brodu bez pismene saglasnosti Vlasnika.

14.3. Zakupac je dužan da garantuje, da njegovo ili ponašanje njegovih gostiju neće neprijatno uticati ni na koga i neće narušiti ugled samog Broda..

14.4. Brod se ne sme koristiti za izvođenje bilo kakvih komercijalnih foto ili video snimanja, bez pismene saglasnosti Vlasnika.

14.5. Zakupac i njegovi gosti su obavezni da se prema članovima posade odnose sa poštovanjem. Ni jedan član posade ne sme biti izložen vređanju, seksualnog karaktera ili bilo kog drugog, od strane Zakupca ili njegovih gostiju tokom trajanja roka najma.

14.7. The Skipper shall promptly notify the Charterer if the Charterer itself or any of his/her guests are breaking these rules and , if such behaviour continues even after the warning, the Skipper shall notify the Owner. In that case, Owner shall be entitled to terminate the Charter Agreement unilaterally and out of the court, in accordance with Article 8 of these Rules.

14.8. In case the Charterer or any of the guests shall commit a crime contrary to the laws or regulations of any country, which results in any crew member being detained, fined or arrested, or the vessel being detained, arrested, seized or fined, the Charterer shall indemnify the Owner against all losses, damages or expenses. Thereat, the Owner shall be entitled to terminate the Charter Agreement unilaterally and out of the court.

14.9. Possession or use of illegal drugs or any weapons on board shall be strictly prohibited. Violation of this rule shall constitute a cause for unilateral out of the court termination of the Charter Agreement on Owner's initiative, without the refund of any remuneration.

14.10. Blinding of the toilet by any crew member, including the Skipper and guests of the Charterer, shall be fined by the amount of 150 euro for each blinded toilet. The fine shall be collected from the Charterer from the security deposit.

14.11. In order to avoid payment of final cleaning in twice the regular amount, the fridge and the freezer should be cleaned from the foodstuffs remains, garbage should be taken out and dishes washed.

14.12. Use of the vessel done by the Charterer, Skipper and other crew members and guests should be executed strictly in accordance with the recommendations of manufacturer of the equipment that is installed on the vessel, and the manufacturer of vessel itself.

14.13. The Owner of the vessel shall, on Charterer's request, submit the instructions for using the vessel and its equipment.

14.14. The Charterer shall be forbidden to use the vessel under the permanent wind speed of more than 27 nodes and sea waves of more than 6 degrees.

14.6. Ako drugačije nije dogovoreno, pušenje je dozvoljeno samo na spoljašnjim platformama Broda, na mestima koje odredi Kapetan.

14.7. Kapetan je dužan da odmah ukaže Zakupcu na pravila koje krši on ili njegovi gosti, i ako se takvo ponašanje bude produžavalo posle upozorenja, Kapetan je dužan da obavesti Vlasnika. Vlasnik u ovom slučaju ima pravo da jednostrano raskine ugovor o zakupu, u skladu sa članom 8 ovih Pravila.

14.8. U slučaju ako Zakupac ili neko od njegovih gostiju počini krivično delo, prema zakonima ili pravilima bilo koje zemlje, nad bilo kojim članom posade i on nakon toga bude uhvaćen, kažnjen ili uhapšen, ili Brod bude konfiskovan, zaustavljen, kažnjen, Zakupac je dužan da pokrije sve moguće troškove ili štetu Vlasniku. Pri tom, Vlasnik ima pravo da jednostrano raskine ugovor vansudskim putem.

14.9. Čuvanje i korišćenje nelegalnih preparata i narkotika na Brodu – strogo je zabranjeno. Kršenje ovog pravila smatraće se kao osnov za momentalan jednostrani raskid ugovora o zakupu vansudskim putem po inicijativi Vlasnika i bez povratka bilo kakvih iznosa Zakupcu.

14.10. Začepljenje toaleta po krivici bilo kog člana posade, uključujući kapetana i gostiju Zakupca, kažnjava se novčano u iznosu od 150e za svaki začepljeni toalet. Kazna se oduzima iz depozita osiguranja.

14.11. Radi izbegavanja plaćanja čišćenja u dvostrukom iznosu, frižideri i zamrzivači moraju biti očišćeni od ostataka hrane, izbačeno đubre, oprano posuđe.

14.12. Eksploatacija Broda od strane Zakupca, Kapetana, kao i od strane ostalih članova posade i gostiju, mora biti u skladu sa preporukama proizvođača opreme koja se koristi na Brodu, kao i samog proizvođača Broda.

14.13. Vlasnik Broda obezbeđuje Zakupcu, po njegovoj želji, uputstva i instrukcije Broda i njegove opreme.

14.14. Zabranjeno je korišćenje Broda od strane Zakupca u slučaju konstantnog vetra jačeg od 27 čvorova i nemirnog mora više 6 balova.

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### *Article 15. Assignment of rights under the Agreement*

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Charterer shall not be entitled to assign his/her rights under the Charter Agreement to any other party and shall not be entitled to deliver the vessel or its part without a written consent of the Owner and under his/her terms.

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### *Član 15. Prenos prava po ugovoru*

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Zakupac nema pravo da preda svoja prava i obaveze po ugovoru o zakupu na treće lice, a takođe da predaje Brod ili njegove delove, bez pismene saglasnosti Vlasnika i pod njegovim uslovima.

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### *Article 16. Sale of the vessel*

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The Owner shall not sell the vessel during the Charter Agreement period.

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### *Article 17. Insurance*

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17.1. Throughout the period of Charter Agreement, the Owner shall insure the vessel against the customary risks related to a vessel of such size, of such value and type, on insurance cover which will be no less than the insurance provided by the standard of Institute Yacht Clauses 1.11.85 or other generally recognized terms and conditions adopted for the purposes of issuing the permission to charter or to cover third party liabilities, water skiers liabilities and liabilities arising from the use by Charterer or persons he/she authorizes of equipment for water sports, including scooters and similar inventory supplied by engines, as well as windsurfers, kayaks, dinghies, and catamarans and other water-sports equipment carried by the vessel.

17.2. Insurance shall also cover the risks during the wars, strikes, environmental protection and shall include the equipment disability insurance and/or third party liability because of the actions of crew members in executing their working assignments. The Charterer shall be liable for any losses, damages and liabilities arising from any act or negligence of the Charterer or his/her guests, which are not covered by Owner's insurance.

17.3. Insurance terms and conditions, including the Charterer's liability amount which is not covered by Owner's insurance, shall be generally accepted for the vessel of such size, value and type. The Owner shall, on Charterer's request, submit the copies of all the relevant insurance agreements to the vessel within a reasonable period of time and before starting of the charter.

17.4. The Charterer shall have a special Personal property insurance whilst on board or ashore, health insurance and accident insurance, including the emergency services and evacuation.

17.5. The Charterer shall bear in mind that the costs related to Charterer's liability insurance and insurance against the failure to enter into the Charter Agreement or termination of the Agreement before the expiry of its period shall not be included in the Charter Agreement.

17.6. The Owner declare to use terms and conditions of Yacht-Pool FairCharter-Contract in addition but without excluding of present charter Rules. In case of conflict between present Charter Rules and Yacht-Pool FairCharter-Contract, Owner and Charterer should follow Yacht-Pool FairCharter-Contract.

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### *Član 16. Prodaja Broda*

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Vlasnik se obavezuje da ne proda Brod u periodu trajanja ugovora o zakupu.

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### *Član 17. Osiguranje*

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17.1. U roku trajanja ugovora o zakupu Vlasnik je obavezan da osigura Brod od uobičajenih rizika za brodove te veličine, vrednosti i vrste sa polisom osiguranja ne nižeg standarda od Institute Yacht Clauses 1.11.85 ili drugim opšte prihvaćenim uslovima, koji se koriste prilikom davanja dozvole za izdavanje broda ili ispunjavanja odgovornosti prema trećim licima, licima koji se skijaju na vodi, a takođe odgovornosti prema Zakupcu ili njegovim punomoćnicima prilikom korišćenja vodno-sportske opreme, između ostalog: skutera i slične motorne opreme, a takođe opreme predviđene za jedrenje na dasci, kajak, motorne čamce i katamarane i druge vodno-sportske opreme, koja se prevozi na Brodu.

17.2. Osiguranje takođe treba da pokriva rizik u periodu rata, štrajkova, zagađenja sredine i da uključuje osiguranje posade od povreda i/ili odgovornosti prema trećim licima prilikom ispunjavanja svojih radnih obaveza. Zakupac je odgovoran za svu štetu, gubitak, kao i za te radnje koje nastanu usled aktivnosti/neaktivnosti Zakupca ili njegovih gostiju, a nisu predviđeni osiguranjem Vlasnika.

17.3. Uslovi osiguranja, uključujući stepen odgovornosti Vlasnika, moraju odgovarati veličini Broda, vrednosti i vrsti. Po zahtevu Zakupca, Vlasnik je dužan da pruži na uvid sve kopije važećih ugovora o osiguranju pre početka perioda zakupa, i isti će biti dostavljeni na Brod.

17.4. Zakupac je dužan da ima posebno osiguranje lične imovine na brodu ili obali, medicinsko osiguranje i osiguranje od nesrećnih slučajeva, uključujući usluge prve pomoći i evakuacije.

17.5. Zakupac je dužan da uzme u obzir, da troškovi njegovog osiguranja, a takođe osiguranja od nesklapanja ugovora ili njegovog prevremenog raskida ne ulaze u sastav ugovora o zakupu.

17.6. Vlasnik potvrđuje da će koristiti pravila i dogovore Yacht-Pool FairCharter-Contract u dodatku ali bez isključivanja datih čarternih pravila. U slučaju neslaganja između Datih čarternih pravila i Yacht-Pool FairCharter-Contract, Vlasnik i zakupac moraj da prate Yacht-Pool FairCharter-Contract.

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## Article 18. Security deposit

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18.1. Unless stipulated otherwise by Charter Agreement, the Charterer shall pay the security deposit on or before the commencement of the charter. Security deposit shall have the status of securing Charterer's appropriate execution of duties under the Charter Agreement and/or in accordance with the provision of these Rules. If security deposit is not used, which is confirmed by Owner in writing when taking over the vessel following the expiry of the Charter Agreement, deposit shall be refunded to the Charterer without charging any interest, on the first day after the expiry of the charter period or after settlement of all the necessary matters.

18.2. If the security deposit has been withdrawn from the Charterer's credit card, deadline for refunding the deposit to the Charterer shall be set by the banks of both Owner and Charterer provided that the Owner executed all of the necessary actions for fast refunding of the deposit.

18.3. If the security deposit has been withdrawn from the Charterer's credit card, Owner shall within two days following the expiry of the vessel charter period issue the order for reimbursement of funds to the bank.

18.4. When submitting the security deposit to the Owner by means of credit card or payment card, the Charterer shall accept the security deposit indicated in the Invoice may fully or partially be paid in favour of the Owner for the purposes of covering costs, malfunctions and losses incurred by Charterer's fault.

18.5. When submitting the security deposit to the Owner by means of credit card or payment card, the Charterer shall automatically accept that the amount of security deposit on the bank account is increased by 3,5% for the purposes of covering the bank charges incurred in case of suspension of the security deposit.

18.6. Charterer shall, by the effective date of the Charter Agreement, submit to the Owner a copy of the front page of the bank card from which it will suspend the security deposit.

18.7. The vessel Owner shall keep the banking data obtained from the Charterer for the purposes of suspending the security deposit fully confidential and shall not assign them to any third parties, other than the official requirements of the Charterer's and/or Owner's bank.

18.8. When suspending a part or a whole of the security deposit from the Charterer, the Owner shall submit the invoice and/or fiscal account to the Charterer.

18.9. Official tariffs of service stations, vessel equipment and mechanism dealers and the value of standardized hour of Owner's service department shall be taken as the basis for calculating the security deposit which shall be suspended. The amount suspended

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## Član 18. Depozit osiguranja

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18.1. Ako drugačije nije predviđeno ugovorom o zakupu, Zakupac vrši uplatu Depozita osiguranja pre početka perioda zakupa. Depozit osiguranja ima svrhu garancije ispunjavanja obaveza od strane Zakupca i/ili u odredbi ovog Pravilnika.

Ako Vlasnik ne potražuje Depozit osiguranja i o tome daje pismenu potvrdu prilikom prijema Broda posle isteka perioda zakupa, depozit se vraća Zakupcu bez oduzimanja procenata, prvog radnog dana posle isteka roka zakupa ili posle rešavanja svih neophodnih pitanja.

18.2. Ako je depozit osiguranja Zakupac platio kreditnom karticom, rok vraćanja depozita Zakupcu određuje se od strane banaka Vlasnika i Zakupca, pod uslovom da Vlasnik izvrši sve neophodne radnje da se Depozit što brže vrati Zakupcu.

18.3. Ako je Zakupac platio depozit osiguranja pomoću kreditne kartice, Vlasnik daje banci nalog za povraćaj novca, u roku od dva dana posle isteka perioda zakupa Broda.

18.4. Zakupac prilikom plaćanja depozita osiguranja pomoću kreditne ili debitne kartice, automatski se slaže da taj iznos ili njegov deo može da bude preveden u korist Vlasnika kao garancija za moguću štetu, gubitke, kvarove koji mogu nastati po krivici Zakupca.

18.5. Zakupac, prilikom plaćanja depozita osiguranja pomoću kreditne ili debitne kartice automatski se slaže da se iznos Depozita osiguranja uveća za 3,5% radi podmirivanja troškova provizije banke, u slučaju zadržavanja Depozita osiguranja

18.6. Zakupac je dužan da pre početka perioda zakupa preda Vlasniku kopiju prednje strane bankovne kartice na kojoj se nalazi Depozit osiguranja.

18.7. Vlasnik Broda se obavezuje da čuva sve podatke dobijene od Zakupca a koji se tiču čuvanja Depozita osiguranja i da ih ne predaje trećim licima, izuzev po oficijalnim zahtevima banaka Vlasnika i/ili Zakupca.

18.8. Vlasnik prilikom primanja dela ili celog iznosa Depozita osiguranja dužan je da izda Zakupcu fakturu i/ili fiskalni račun.

18.9. Za obračunavanje iznosa Depozita osiguranja za osnov se uzimaju zvanične tarife servisnih službi, distributera brodske opreme i uređaja, a takođe stavka radnog sata servisne službe Vlasnika. Iznos koji se zadržava od Zakupca se još uvećava za 10%, u cilju pokrivanja tekućih, operacionih troškova, kupovine materijala i organizacije servisnih radova.

18.10. Ako za vreme trajanja ugovora o zakupu, po krivici Zakupca Vlasnik pretrpi štetu od 85% do 100% od iznosa Depozita osiguranja, Zakupac je obavezan da uplati novi Depozit osiguranja u potpunosti ili u tom delu koji nedostaje do 100%. U slučaju da Zakupac odbije plaćanje novog Depozita osiguranja ili plaćanja dela

from the Charterer shall increase by 10% of the basis, which is caused by operational costs related to the purchase of material and organization of repair works.

18.10. If during the validity period of Charter Agreement the vessel Owner suffers the damage in the amount ranging from 85% to 100% value of the security deposit by Charterer's fault, the Charterer shall pay in the new security deposit, or a part missing to 100% and the Owner shall be entitled to immediately terminate the Agreement unilaterally and out of the court. This item shall apply in case that during the period of Charter Agreement, by Charterer's fault, the damage incurs, making further exploitation of vessel impossible without the refurbishment which requires the compensation from the security deposit and, if necessary for the charter continuation, payment of the suspended amount.

18.11. Charterer may secure the security deposit with the Owner. The amount of security deposit shall be set by the Owner and shall indicate it in the invoice.

18.12. Securing deposit (Damage waiver) shall consist of two equal parts, recurring and non-recurring. Non-recurring part shall constitute the Owner's insurance company premium. Recurring part shall have the status of franchise for cover small damages and empty fuel tank.

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### *Article 19. Incomes during the charter*

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All incomes generated during the charter period due to the discovery of abandoned ships, salvages and towages of ships, shall be shared equally between the Owner and the Charterer.

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### *Article 20. Complaints*

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20.1. In case of any complaints, the Charterer shall in the first instance notify the Owner about his/her dissatisfaction and his/her complaint shall be noted into the vessel diary, indicating the time, date and nature of the complaint.

20.2. If, however, the problem cannot be resolved on board of the vessel, the Charterer shall notify the Owner about it within 24 hours of the event, if there is any connection. In the first phase, the complaint may be made verbally, but shall be confirmed as soon as possible in writing specifying the nature of the complaint.

koji nedostaje do 100%, Vlasnik ima pravo da jednostrano raskine ugovor vansudskim putem. Ovaj član važi u slučajevima kada se u toku trajanja Ugovora, po krivici zakupca desi šteta posle koje dalje korišćenje broda neće biti moguće bez popravke, a čiji će troškovi biti pokriveni iz Depozita osiguranja i za nastavak čartera se pojavi potreba za uvećavanje zadržanog iznosa za servis.

18.11. Zakupac može da izvrši plaćanje Depozita osiguranja lično Vlasniku. Iznos vrednosti osiguranja određuje Vlasnik broda, I isti navodi u računu.

18.12. Osiguranje depozita (Damage waiver) se sastoji iz dva jednaka dela, na bespovratni i povratni deo. Bespovratni deo je premija osiguravajućeg društva Vlasnika. Povratni deo služi kao da se pokriju manje povrede i prazan rezervoar za gorivo.

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### *Član 19. Prihodi za vreme iznajmljivanja Broda*

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Svi prihodi, koji mogu biti ostvareni u periodu zakupa broda prilikom mogućih otkrivanja napuštenih brodova; spašavanja brodova koji su u nevolji; vuče; moraju biti podeljeni na jednake delove između Vlasnika i Zakupca.

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### *Član 20. Žalbe*

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20.1. U slučaju pojavljivanja žalbi, Zakupac je dužan da o svom nezadovoljstvu informiše pre svega Vlasnika, i njegova žalba mora biti zavedena u brodski dnevnik, sa navedenim datumom, vremenom i razlogom.

20.2. Ako problem ne može da bude rešen na brodu, Zakupac je obavezan da obavesti Vlasnika u roku od 24 sata od događaja, ako veza bude dostupna. Žalba prvo može da se preda u usmenoj formi, a zatim koliko je moguće brže da bude registrovana pismeno sa navedenim razlozima žalbe.

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### *Article 21. Force majeure*

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If the force majeure circumstances invoked the breakdown or disablement of any of the mechanisms, the Charterer or his/her representative shall submit a detailed technical report and a copy of the vessel maintenance log if needed, as well as all other documents in support of these facts, photo and video materials.

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### *Article 22. Court and applicable laws*

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The local laws (Country where the vessel had been taken for charter) shall apply to all legal relations between the Owner and Charterer established on the basis of the Charter Agreement and/or under the provisions of these Rules, including but not restricted by any legal relations established in relation to invalidity and/or not entering into the Charter Agreement.

Disputes incurred from failing to reach a peaceful solution shall be resolved before the proper court of the Montenegro, in accordance with the litigation laws of the Montenegro.

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### *Article 23. Method of terminating the Charter Agreement. Notices*

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23.1. Unilateral and out of the court termination of the Charter Agreement shall be executed by sending notice to the other party (in English or Russian language) on terminating the Charter Agreement. The Agreement shall thereat be deemed terminated from the moment of other party's receipt of the notification. Charterer shall be entitled to handover the notice on Charter Agreement termination to the Owner's representative, or send the above notice to the Owner by mail.

23.2. Owner shall terminate the Charter Agreement by handing over the notice of termination to the Charterer and/or sends it by mail.

23.2.1. When sending the appropriate notice by mail, this notice shall be sent by registered mail, with notification of handover and describing the contents and it shall be deemed received from the moment of delivery or following the expiry of 20 working days after sending it, whichever of these two events comes first.

23.2.2. When sending a proper notice by telegram, it shall be deemed received from the moment of handover or after the expiry

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### *Član 21. Viša sila*

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Ako se u okolnostima više sile desio kvar ili neki mehanizam postao neispravan, Zakupac ili njegov predstavnik obavezni su da pruže detaljan tehnički izveštaj, i ako je potrebno kopiju broskog dnevnika, a takođe sve potvrde i dokaze, foto i video materijale.

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### *Član 22. Sud i važeći zakoni*

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Lokalni zakoni (država u kojoj je plovilo izdato na čarter) trebaju da važe u pravnim odnosima između Vlasnika i Zakupca koji proizlaze po ugovoru o zakupu i/ili u skladu sa odredbama ovih Pravila, uključujući, ali se ne ograničavajući pravnim odnosima u vezi sa nesklapanjem i/ili poništavanjem ugovora o zakupu, primenjuje se zakon Crna Gore.

U slučaju pojavljivanja sporova i nemogućnosti njihovog rešavanja mirnim putem, takvi će se rešavati pred nadležnim i odgovarajućim sudom Crna Gore u skladu sa procesnim zakonodavstvom Crna Gore.

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### *Član 23. Postupak raskida ugovora. Obaveštenja*

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23.1. Jednostrani Raskid ugovora o zakupu ostvaruje se putem slanja obaveštenja o raskidu ugovora (na engleskom ili ruskom jeziku) drugoj strani. Pri tom se ugovor smatra rasknutim od trenutka kada druga strana primi obaveštenje. Zakupac ima pravo da uruči obaveštenje o raskidu ugovora o zakupu, predstavniku Vlasnika ili da ga pošalje Vlasniku poštom.

23.2. Raskid ugovora o zakupu po inicijativi Vlasnika ostvaruje se putem uručivanja obaveštenja o raskidu, Zakupcu i/li putem slanja poštom.

23.2.1. Prilikom slanja odgovarajućeg obaveštenja poštom, obaveštenje se mora poslati preporučenim pismom sa potvrdom prijema pošiljke i opisom sadržaja i smatra se primljenim u trenutku uručivanja ili nakon 20 radnih dana od trenutka slanja u zavisnosti od toga, koja će se radnja desiti ranije.

23.2.2. Prilikom slanja odgovarajućeg obaveštenja putem telegrama, ono se smatra primljenim od trenutka uručivanja ili nakon 10 dana od trenutka slanja, u zavisnosti od toga koja će se radnja desiti ranije.



of 10 working days from sending it, whichever of these two events comes first.

23.3. From the moment the Charterer and/or the Owner sends notice on terminating the Charter Agreement, the Charterer shall not be entitled to stay on board or use any mechanisms and/or equipment on the vessel. This restriction may only be violated with written approval of the Owner. Thereat, the owner shall be entitled to dispose of the vessel at its sole discretion.

23.4. Any notice given or required to be given by either contracting party shall be made in writing and shall be deemed to have been properly made if proved to have been dispatched pre-paid and properly addressed to the Owner, to the address the same indicated in the Agreement, or if properly addressed to the Charterer to the address as per the Agreement.

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*Article 24. Acceptance of provided services*

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Following the vessel's re-delivery to the port of re-delivery the contracting parties shall make the Act on Provided Services in which the contracting parties from the Charter Agreement shall indicate whether they have any mutual complaints or not. When signing this Act and in the absence of any complaints, appropriate contracting party from the Charter Agreement shall no more be entitled to any complaints under or in relation to the same Agreement.

In case there are any complaints, the contracting parties shall indicate the deadline for their remedy.

**Lessor:**

**Charterer:**

**Zakupodavac:**

**Zakupac:**

\_\_\_\_\_  
Stamp / Sign

\_\_\_\_\_  
Stamp / Sign

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Štampa / Potpis

\_\_\_\_\_  
Štampa / Potpis

23.3. Od trenutka kada Vlasnik i/ili Zakupac pošalju obavještenje o raskidu ugovora o zakupu, Zakupac nema pravo da se nalazi i boravi na Brodu i da koristi bilo kakve uređaje i/ili opremu. Pri tom, Vlasnik može koristiti Brod po svom nahođenju.

23.4. Sva obavještenja ili zahtevi bilo koje strane, moraju se vršiti u pismenoj formi i smatraju se regularnim i pravilno ispunjenim ako su prilikom slanja bili plaćeni, poslani na tačnu adresu Vlasnika navedenu u ugovoru o zakupu, ili poslani na tačnu adresu Zakupca, koja je navedena u ugovoru.

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*Član 24. Akt o pružanju usluga*

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Posle vraćanja Broda u luku povratka Broda, strane potpisuju Akt o pruženim uslugama, u kojem, pozivajući se na ugovor navode ili ne navode uzajamne pretenzije. Potpisivanje akta sa odsustvom bilo kakvih relevantnih pretenzija, odgovarajuću stranu lišava prava da potražuje ili izražava bilo kakve dalje pretenzije po ugovoru ili u vezi sa njim.

Ako bilo kakve pretenzije postoje, strane navode rok za njihovo rešavanje

Skipper acquainted with charter rules / Skiper upoznat sa pravilnik o iznamljivanju broad

Skipper sign / potpis \_\_\_\_\_