

## YACHT CHARTER AGREEMENT AND CONDITIONS

### 1. CONTRACTING PARTIES

Contracting parties and their details are as following:

**Charter Company** : Luna Denizcilik Yat Isletmeciligi ve Turizm A.S  
**MERSIS ID** : 0609107669300001  
**Tax ID/Office** : 6091076693/Karsiyaka  
**Address** : DONANMACI MAH. KEMALPASA CAD. ALTINHAN ISHANI NO:147  
IC KAPI NO: 101 KARSİYAKA/ İZMİR-Turkiye  
**Contact number** : +90 533 593 8800  
**E-mail** : [COSKUN@LALUNASAILING.COM](mailto:COSKUN@LALUNASAILING.COM)

#### The Charterer

**Name** :  
**Passport/NIF ID #** :  
**Nationality** :  
**Address** :  
**Contact number** :  
**E-mail** :

### 2. SUBJECT, YACHT DETAILS AND DEFINITIONS

**Yacht Make** : LAGOON 450F  
**Built Year** : 2017  
**Yacht Name** : LA LUNA 1  
**Capacity** : Max 10 Guests

#### Charter Dates, Location, Route, Price

**Check-in Date Time** : 08/07/2023, 17:00 hrs  
**Check-out Date&Time**: 15/07/2023, 09:00 hrs

**Departure Base** : Joya Del Mar Marina Marmaris-Mugla  
**Arrival Base** : Joya Del Mar Marina Marina-Mugla  
**Charter Price** : To be transferred to the bank account attached  
**Charter Company** : Party ready to lease out the subject of the contract  
**The Charterer** :Party renting the subject of the contract for the time period stated in the contract.

**Parties** : All persons stated in the first article.  
**Boat** : Boat stated in the second article and the subject of contract itself  
**Primary Action** : Obligations of both parties and includes the main subject of the contract. Primary actions for this hereby contract are, to have the boat in



hand for the Charter Company and to pay for the rental fee for the Charterer.

**Legislation** :Texts such as executive orders of the presidency of Turkish Republic, regulations or laws in force/laws will go in force internationally or nationally.

**Proposal Text** :Proposal located in the Appendix-A which is an integral part of the contract and constitutes the basis of this hereby contract.

**Guest List** :Maximum number of guests allowed on board is 10.

### **3. SUBJECT OF THE CONTRACT**

3.1. The subject is to define the basic principles related to the CHARTERING of the aforementioned boat owned by Charter Company, to The Charterer.

3.2. With this hereby contract, Charter Company is obliged to deliver the boat to the The Charterer at the agreed place, date and time, fully equipped in working condition.

### **4. RENTAL PRICE AND PAYMENT**

4.1. Rental price on this hereby contract is €...

4.2. Any additional payments other than the charter fee will be made at the base on embarkation date.

4.3. Should the Charterer fails to pay the full rental fee latest 30 days before the delivery of the boat, or cancels the reservation, he/she accepts that Charter Company has no obligation in making any refunds to the Charterer.

### **5. OBLIGATIONS OF THE PARTIES**

5.1. The Charterer will provide the passenger list including the full name & surnames, date of birth, nationality, passport numbers (Turkish ID No for Turkish citizens), address and skipper's license details latest 1 week prior to the charter date. The Charterer accepts he/she is one of the main parties of the contract and so he is responsible for the accuracy of this information as well as for the acts and behaviors of the charterers.

5.2. The Charterer accepts and undertakes that the boat will be used strictly for travel and touristic purposes only, that he/she will not involve in any commercial as carrying goods and/or people, will not involve in any kind of racing, and will not tow any other boat except for emergency.

5.3. The Charterer confirms that the persons on the boat will be limited to the guests put on the transit log during the charter. In case, there is damage, loss caused by any person other than the charterers, the Charterer has full responsibility for any such loss. Charterer cannot leave or deliver the yacht to third parties in any case.



5.4. In case the Harbour authorities or the Charter Company ban the Charterer to leave the harbour or decides it is not safe to sail, the Charterer agrees to comply to said restrictions.

5.5. The Charterer agrees not to carry any item or product subject to customs on board during charter.

5.6. The Charterer confirms that he/she takes over the yacht clear off any illegal items or substances upon check-in. Any such item or substance found on the yacht during charter will be at Charterer's responsibility only.

5.7. The Charterer agrees not to bring pet to the boat without the written consent of the Charter Company taken at the time of the signing of this contract.

5.8. The Charterer, although not stated above, has to comply with all Charter Company's terms of use and any legislation related to it. The Charterer takes full responsibility of any damage caused by the passengers and/or if any pet present on board during charter. The Charter Company has the right to claim against the Charterer any penalty or fine imposed because of the misbehavior or misconduct of the Charterer.

5.9. Should the Charterer wants to sail outside Turkish Territorial Waters, that would be possible with the written confirmation of the Charter Company with the condition that all customs fees and taxes will be at Charterer's cost. It will be the Charter Company who handles the customs clearance formalities.

## **6. DAMAGE/MALFUNCTION(BREAKDOWN)**

6.1. In case the loss or damage of the tender and/or outboard engine is not covered by insurance, The Charterer agrees and guarantees to compensate for the damage or to replace the lost equipment, and will pay the amount calculated by Charter Company in cash and at once.

## **7. CHECK-IN (HANDING OVER THE BOAT TO THE CHARTERER)**

7.1. The Charterer and all the other passengers on board are obliged to present their original ID's and papers the mentioned in the article 5.2 of this hereby contract to check the passenger list.

7.2. If a part of the boat is damaged or lost during earlier charter, and if it is not possible to replace the missing tool or repairing the damage before the new charter but it is not going to affect the sailing security of the boat, The Charterer agrees that this is not a just reason for termination of this hereby contract. The Charterer agrees that aforementioned circumstances are the caused by previous the Charterer, and are not the responsibility of Charter Company. However, Charter Company guarantees that he/she will show utmost effort and care to make up for such deficiencies.



## **8. CHECK-OUT (HANDING OVER THE BOAT TO CHARTER COMPANY)**

8.1. The Charterer will deliver the boat to Charter Company at the check-in port, at the date and time agreed by both parties on this hereby contract, unless agreed otherwise.

8.2. The boat must be minimum 20 nm distance to base within 24 hours to re-delivery time.

8.3. Fuel tank will also be checked by Charter Company during check-out. As a rule, the boat will be given to The Charterer with full tank at check-in and the The Charterer will return it to Charter Company with full tank at check-out.

## **9. INSURANCE**

9.1. Boat and its equipment are insured by the Charter Company.

9.2. Personal belongings of charterers, lost inventory and equipment, tender, outboard engine, sails damaged due to bad weather and persons are not covered by the insurance policy of the boat.

9.3. Insurance covers any third party damage and/or injuries and is limited to the policy terms. However, the term "third party" does not cover The Charterer or any other passengers on the boat. Charter Company advises The Charterer to insure his deposit fee, have a travel insurance and have an extra insurance to cover for the injuries of third parties may sustain.

9.4. According to the boat's insurance coverage, the insurance company may recourse the indemnity to the faulty party, and Charter Company has no responsibility in such recourse demands.

## **10. TERMS OF DETERMINATION AND CANCELLATION**

10.1. 50% of the total charter fee will be paid as down payment latest within 7 days following the reservation date. Balance will be paid latest 8 weeks prior to the embarkation date. Otherwise reservation is automatically cancelled.

### **Cancellation Terms:**

- For cancellations made 12 weeks prior to the charter date, charter fee is reimbursed in full with 300 Euro deduction as cancellation fee.
- For cancellations made 10 weeks prior to the charter date, 80% charter fee is reimbursed with 300 Euro deduction as cancellation fee.
- For cancellations made 8 weeks prior to the charter date, 50% of the charter fee is reimbursed with 300 Euro deduction as cancellation fee.
- For cancellations made 6 weeks prior to the charter date, 40 % of charter fee is reimbursed with 300 Euro deduction as cancellation fee.
- For cancellations made 4 weeks prior to the charter date, there is no reimbursement plus skipper/stewardess/chef fees if any is reserved until that time.



10.2. Should the Charter Contract is cancelled by the Charter Company due to severe damage to the boat, or due to unpredictable conditions that affect the Yacht or make the Charter impossible, The Charter Company would offer the Charterer another alternative similar yacht in the same condition or to reimburse the total charter fee. The Charterer would accept to cooperate with the Charter Company where the Charter Company cannot be hold responsible.

## **11. GENERAL TERMS**

11.1. In case there is any article identified as against the present laws, there will be no harm to contract's integrity and it will still be in effect except for the such related article/s.

11.2. Should either party fails to act his/her commitment; the other party has the right to exercise his/her rights as per related legislation.

11.3. Parties can not transfer their rights or responsibilities derived from this hereby contract to third parties without the written approval of the counter party.

11.4. Both parties are equally responsible of the stamp tax derived from this hereby contract.

11.5. Authorized courts will be Marmaris Courts and Debt Enforcement Directorates in case of any dispute in connection with the interpretation and fulfillment of the contract.

11.6. This hereby contract consists of 5 pages and 11 articles, and is considered as the only valid contract between parties.

**Date : 01/01/2023**

### **Charter Company**

Luna Denizcilik Yat Isletmeciligi  
ve Turizm A.S.

### **The Charterer**

