

YACHT CHARTER (RENTAL) AGREEMENT

This charter (rental) agreement is prepared and signed under the terms and conditions listed below, by and between MBS SAG. DAN. YAT. EG. TURZ. TEKS. INS. NAK. LTD. STI. (to be called hereinafter as "CHARTERER") and, person(s) (to be called hereinafter as TENANT) whose detailed information stated below, for renting the Commercial Yacht whose name and port of registration is also given below (to be called hereinafter as THE BOAT). The attachment stating the terms and conditions is an inseparable part of this agreement.

TENANT'S NAME AND LAST NAME:

T.C. I.D. No./PASSPORT No. :
CITIZENSHIP (if not Turkish) :
ADDRESS AND TELEPHONE No. :
BOAT NAME / BRAND :
PORT OF REGISTRY / No. :
DEPARTURE MARINA :
DEPARTURE DATE / TIME :
ARRIVAL MARINA :
ARRIVAL DATE / TIME :

1. Start-Finish port and time and area of sailing:

- 1.1. Rental period begins by delivery of the boat to the Tenant by Charterer at the marina, date and time stated above; ends by returning the boat to Charterer latest at 17:00 hours on the date of return by the Tenant.
- 1.2. Unless otherwise specifically stated in the agreement, the return delivery time of the boat by the Tenant is until 17:00 hours on Friday. Extension of the rental period is possible by written consent of Charterer. The Tenant is obliged to be maximum 20 nautical miles away from the return port 24 hours before the time of return.
- 1.3. Extension of the rental period is possible by the written consent of Charterer. If the Tenant does not return the boat at the date and time as indicated in the agreement, for each 1-24 hour delay, a compulsory penalty of twice as much of the daily share of total rental price shall apply.
- 1.4. Further, to prevent unjustly treatment of the next Tenant, all sorts of expenses incurred from this delayed return of the boat (hotel, food, price difference from the rental of another boat, the fees paid for the days that could not be sailed, etc.) shall be charged to the delayed Tenant.
- 1.5. Navigation/assignment/sailing area of the boat rented to the Tenant by Charterer is the territorial waters of the Republic of Turkey. Sailing out of this area can only be possible by the written consent of Charterer. The tenant is responsible of paying to Charterer all expenses, the penalties, cost of seize and possible damage incurred from sailing out of the stated area.

2. Delivery-Return

- 2.1. Charterer is obliged to deliver the boat to Tenant at the date, time and port as indicated in the beginning paragraph of this agreement with fuel tank filled up, clean and suitable for chartering.
- 2.2. Upon delivery, Tenant is considered to have accepted that the boat conforms to the terms and conditions of the agreement, all functions work properly, all documents are complete and nothing missing, suitable for sailing and in conformity with the equipment list.
- 2.3. Tenant is obliged to return the boat with nothing missing, no damage, complete as it was delivered. Tenant must report any lost or damaged article to Charterer at once.
- 2.4. Delivery procedures of the boat (such as check-in, presentation and counting the inventory, operational control of the equipment, briefing about the area and the weather) will take some time. This procedure will begin at the time defined in the contract, and a possible time loss due to elongation of the procedures cannot be back-charged to the Charterer by the Tenant, and the Charterer cannot be sued by the Tenant due to this delay.

3. Insurance:

- 3.1. Charterer guarantees that the boat is insured for the rental period inclusive of financial liability insurance clause.

3.2. However, if there is not an addendum policy issued for exemption, since the insurance companies exempt a €2.000 amount from the repair costs, in case of a damage the Tenant must pay this amount of €2.000 to Charterer. During the rental contracting, Charterer collects this amount from the Tenant either in cash or by credit card blockage. Upon return of the boat without any damage or loss, Charterer returns the deposited amount to the Tenant.

3.3. Private articles, lost equipment and articles, persons on board, inflatable boat and outboard engine are out of the scope of the insurance.

3.4. Charterer keeps the right to deduct from the deposit the respective proportional value of all lost or damaged article belonging to the boat but are not covered by the insurance. In case the damage or loss value exceeds the deposit amount, the Tenant must pay the difference to Charterer.

3.5. Insurance companies deny payment for accident/death happened during sailing when the skipper is under effect of alcohol. The skipper undertakes that he/she would not maneuver or sail when drunk.

4. Official Procedures:

4.1. Upon execution of the Agreement, before the rental period will begin, Tenant is obliged to give Charterer the list of people to be on board during the rental period, inclusive of name, address, date of birth, personal identification number (or, passport number).

4.2. No one who is not included in the Transit Log that is obtained from the Port Authority in accordance with the Skipper and Team (Visitors) list issued in the beginning of sailing can be on board nor anyone on the list can leave the boat. A new Transit Log must be issued by the Port Authority for every change; otherwise, in an inappropriate situation during controls of the Coast Guard a penalty of up to TL 50.000.- and blockage of the boat from sailing may be ordered. Any penalty and blockage costs incurred from misuse of the Tenant shall be invoiced to the Tenant by Charterer.

4.3. The charter territory covers the sovereign territory of Turkey and its open waters from Antalya to Izmir/Cesme. If the skipper intends to leave the Turkish territory, he/she must obtain Ancyra Sailing (MBS SAG.DAN.YAT.EG.LTD.STI) 's approval before commencement of the charter and clear in and out in accordance with the relevant regulations.

4.4. Full documentation of the boat is submitted to the Tenant with nothing missing, and in the end of the sailing the Tenant is responsible to return the same to the Charterer. In case of loss of the documentation the Tenant will bear the sole responsibility for any sort of penalty that will incur from the loss. Besides, all sort of expenditure to compensate the next Tenant's unjust treatment resulting from re-issuing of the documentation due to the delay (hotel, food, rental fee difference of renting another boat, the fees paid for the days not sailed out, etc.) shall be paid by the Tenant.

5. Obligations and Responsibilities of the Tenant:

5.1. Tenant is considered to use the boat and boat equipment responsibly and in conformity with seamanship. The Tenant is obliged to keep the boat clean and to use it in conformity with seamanship rules and with the boat's technical capabilities.

5.2. Tenant cannot use the boat for commercial purpose nor can he/she carry human or goods for fiscal benefit.

5.3. Tenant cannot leave nor deliver the boat to third party persons, nor abandon it.

5.4. Tenant cannot have on board any article or goods subject to customs declaration. The boat is delivered to Tenant without having on board any illegal article, goods or material. Charterer is not responsible of any such article found on board later on.

5.5. Tenant cannot carry on the boat passengers which is classified as human trading. Carrying animals and dangerous materials on board is forbidden.

5.6. Realization of official departure-return formalities in accordance with the laws, obeying the laws and regulations of the countries where an overnight's stop is made or passed transit are responsibility of Tenant.

5.7. Special attention should be taken during night sailing. Boat journal must be attentively kept and protected.

5.8. Routine care and maintenance activity (engine oil check, spare filter, V-belt, etc.) and cleaning should continue all through the rental period without any break, by Tenant. If Tenant requests Charterer to provide any of such services on duration of the rental period, Charterer's current pricing shall apply.

5.9. Smoking in boat cabins is positively forbidden. Your kind attention to this important fact is appreciated. Smoking on deck is possible but extra care should be paid when windy. Special attention to prevent any unwanted situation is anticipated.

5.10. Toilette papers should be disposed of in the garbage bins/baskets provided. Attention should be paid not to drop any article into the closets. Throwing paper or any other article into closets immediately cause plugging in and this situation results in extra service charges as well as breaking the sailing program.

5.11. Service boat, water sports equipment and radio should not be used without informing the skipper. In case of any accident or trouble, correspondent and officially responsible person is Skipper.

5.12. In the end of the rental period, if the fuel tank is not filled up and the necessary blue card work (disposal delivery) is not done, Tenant is obliged to bear the cost of fuel and collection of disposals from the boat along with service charges.

5.13. In case of any damage to the boat or person, Tenant will get the report prepared and approved by the authorities (Port Authority, Coast Guard, Doctor, etc.). Preparing such official report on persons wounded on board or persons who somehow involved in an accident relating to the boat, and immediately informing Charterer is Tenant's duty. Tenant is obliged to inform Charterer at once, of big damage, delays that are known in advance, losses, loss of maneuver capability, in case of seize, prevention by the authorities or outside intervention. To reduce the damage and prevent its enlargement, Tenant must take every necessary precaution. In case towing becomes inevitable, the boat's ropes must be used to decrease the cost of rescue. In case the boat is seized or is hindered from sailing due to Tenant's fault or negligence, Tenant will have to bear all consequential costs and will be accountable of all to Charterer. In such a case, Charterer keeps the rights to request indemnity.

5.14. Towing another boat can only be done in emergency conditions and if there is not another possibility of rescue.

5.15. Tenant is not permitted to make "mangal party", that is Turkish style of barbeque, on the boat. Any damage incurred from this is Tenant's responsibility to Charterer.

5.16. Tenant can participate in boat races by written authority of Charterer, only. Waging is also considered in this scope.

6. Competency and Qualification

6.1. By signing this agreement, Tenant confirms that he/she has necessary documents, marine and steering knowledge as well as expertise and authority to sail the boat in open seas. If Tenant does not have these qualifications, Charterer will provide a Skipper having such qualifications. Charterer has the right to test the knowledge and expertise of Tenant, as the skipper, in the scope of its own rules. If Charterer evaluates the Skipper insufficient, then, under its own initiative, it can appoint an assistant or another skipper. Then, it is Tenant's responsibility to pay the appointed skipper for its services. Until an assistant or another skipper will be found, the boat will stay in the marina.

6.2. Tenant declares its marine capability by introducing its certificate of "Skipper" or license. In case of false declaration, declaring party is responsible. If Tenant and Skipper are not the same person, then, both are responsible of this Agreement.

7. Charterer's Responsibilities and Rights:

7.1. Charterer undertakes to deliver the boat at the place, date and time as indicated in the Agreement, in a condition convenient to chartering (boat rental) (clean, inventory complete, suitable to sail as safety and equipment, both fuel and water tanks are full). Charterer, provides its qualified service responsibilities. All procedures and agreements, from reservation to delivery of the boat, are concluded in the scope of the agreements and conditions set forth by the Turkish laws.

7.2. Charterer cannot be hold responsible of the services delayed or unrealized for reasons out of its own control (bad weather, Tenant's delayed arrival or no-show due to health problems or transportation delays, delays due to incompleteness of the official documentation due to Tenant's delayed submission of the documentation such as ID, address information, etc.).

7.3. If delivery of the boat (which is under Charterer's responsibility to make it ready for charter/ rental) could not be realized due to absence of some parts or requirements, by approval of Tenant, delivery may be realized or, Charterer fulfills the requirements or damage or problem within 24 hours. If such problem or absence cannot be overcome, then, another boat equivalent or of higher qualification shall be provided for Tenant. Even if this cannot be done, then, either the total amount paid for the Agreement is returned to Tenant or, the rental is postponed to another date by mutual agreement. If these problems can be solved within a short time exceeding 24 hours and the Tenant receives the boat despite the delay, the daily proportion of the total rental price is paid back to Tenant. In this case, Tenant agrees, declares and undertakes that he/she will not request any other compensation for the day the boat was not used.

7.4. In all circumstances, during the boat entry procedures, due to a suspect or its to own decision, Charterer keeps the right not to let Tenant or the clients get on board.

7.5. Tenant can stay at the marina that the boat is originally registered with, all through the rental period, without having to pay tie-up fee. However, the charges of the other marinas or shelters which provided services to Tenant are not included in the prices of this agreement, and they must be paid by Tenant.

8. Cancellation – Withdrawal from the Charter Contract

8.1. The cancellation fee is 200 € until 90 days before the commencement of the charter period; the cancellation fee amounts to 30% of the charter price for cancellations of up to 30 days' notice; and non-refundable for cancellations of less than 30 days' notice before commencement of the charter period.

8.2. In reservations made during the pandemic, if the disease is reported or the government does not allow or there is a travel ban, the rental is transferred to a later time that both parties agree on or the fee is refunded if requested.

9. Invalid Effect:

9.1. In case any of the articles of this Agreement is found invalid, the other articles shall not be affected from this invalidity and they will continue to be valid.

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