

Montraker a limited liabilities company of Vrsar, Obala m. Tita 1a, represented by Natasa Radin Trifunovic a director and Armido Gerometa a director (hereinafter: Montraker) on one hand and _____, a document: _____, telephone: _____ (hereinafter: the owner of vessel) made the next:

C O N T R A C T No: _____
of annual berth

Art. 1.

Montraker is obliged to provide berth to the following vessel:

1. Name and mark of vessel
 2. Type of vessel
 3. Registration port
 4. Flag
 5. Complete Length
 6. Breadth
 7. Draught
 8. Weight
 9. Hull
 10. Year of construction
 11. Engine Type
 12. Engine Power
 13. Engine No
 14. Vessel value (price)
 15. Insurance
 16. Contract start date
 17. Contract valid until
- Annual berth fee

Art. 2

Montraker is obliged to provide sea berth for the vessel in Marina Funtana for the contracted period. According to its berth plan, Montraker has the right to change the berth of the vessel without prior consent of the vessel owner, however, Montraker is obliged to subsequently inform the owner on the change.

Art. 3

Montraker undertakes to compensate any damage made to the vessel or items from the list of equipment (inventory list) that occurred solely due to the fault of the Marina or its staff in the period in which the vessel was under the supervision of the Marina.

The vessel shall be deemed delivered to berth by handing over the original valid sailing license and keys to the vessel to a responsible person at the reception of the Marina, confirmed by his/her signature in the Book of Sailing Licenses and the Key Takeover Record. Before handing over the vessel to berth, the vessel owner is obliged to make a list of equipment of the vessel together with a staff member of the Marina to be confirmed by them signing the Inventory List. Montraker shall not be responsible for items on the vessel that are not included in the equipment list. By handing over (returning) the sailing license and keys to the owner (or to persons authorized by the owner), Montraker ceases to be liable for any subsequently occurred damage, regardless of whether the vessel has already left the Marina or is still within the circle of the Marina.

The maximum total amount of compensation per individual harmful event may not exceed the amount of HRK 7.500.000,00.

Art. 4

Montraker shall not be held liable for damage occurred in the following cases:

- damage as a consequence of force majeure,
- damage as a consequence of incorrect, unprofessional or malicious act or gross negligence of the owner or the vessel user, crew or other persons onboard the vessel
- damage caused by non-maintenance, neglect or worn-out state of the vessel or equipment,
- damage as a consequence of hidden faults,

- damage to equipment or disappearing of equipment not included in the inventory list, as well as damage to or disappearing of equipment, dinghy or engine that are included in the inventory list, but were not stored in a locked space, or disappearance of fenders, anchor, rope, propeller or other equipment which can be dismantled from the vessel without picking locks,
- damage to property caused by the vessel owner with regard to third party,
- damage caused by fire or explosions caused by disregarding the rules on measures of protection,
- damage due to loss of time, profit, delay of holiday of the owner or other persons on the vessel,
- damage due to removing wreck or some of its parts when the removal is carried out as per order of the authorities,
- damage caused by unprofessional work on electrical installations or waterworks on the vessel or from the shore plug to the vessel,
- damage caused by cracking the ropes that belong to the vessel,
- damage caused by non-compliance with customs, port and other administrative regulations,
- damage caused by freezing,
- death or injuries to any person staying on the vessel,
- damage caused by pollution of sea, shore and port,
- damage to the vessel caused by another vessel,
- damage that occurred while the original valid sailing license and the keys to the vessel were not at the Marina reception,
- damage that occurred while the vessel was under the supervision of the owner or the user of the berth,
- damage to paintings and objects made of precious metals, money and securities and the like
- damage caused by rodents,
- damage due to harmful acts or omissions of third parties, including the theft of the vessel or equipment or other property located in the Marina area.

Art. 5

The vessel owner, crew and other persons on the vessel are obliged to do the following:

- adhere to the Port Regulations and General Terms and Conditions and Rules of Conduct within Marina Funtana,
- all movable property of the vessel, based on the inventory list, should be stored and locked inside the vessel,
- before leaving the vessel, switch off all electrical and water supply installations including the boat generators. If it is not done, the Marina staff may switch off the connections without special notice,
- every time the vessel sails into the Marina, the sailing license must be handed over to the reception,
- when arriving in the Marina, report to the reception for the purpose of registering residence with the police,
- vessel mooring must be properly done, that is, as instructed by the Marina staff,
- report any changes in equipment from the inventory list,
- vessel must be equipped with quality and suitable ropes, fenders and covers,
- vessel's name and registration number must be clearly visible on the vessel,
- compensate damage made to vessels, cars or equipment of third parties that was caused by the crew or that resulted from improper maintenance of the vessel and equipment,
- adhere to valid regulations with regard to staying and sailing within the borders of the Croatian sea-shore.

Art. 6

During the time the vessel is berthed in the Marina, the following is not allowed:

- performing any major works regarding the repair or maintenance of the vessel, particularly those that would damage third parties or which cause pollution of air (dust, smell, smoke), sea and promenade or pontoon,
- draining faecal waters and emptying black tanks within the aquatorium of the Marina,
- pumping out bilge water,
- disposing of hazardous waste (used oil, generators, oil filters, etc.) without the presence of the Marina staff and in inappropriate places,
- placing items/objects onto pontoons or promenades, thus preventing their unhindered use.

Art. 7

According to Article 1 hereof, the owner of the vessel is obliged to pay the berth fee according to the valid price list of the Marina, for 12 months in advance, at the Marina's reception desk until the end of the month in which the Contract expires, or based on the delivered invoice within eight (8) days of its receipt. In case the owner does not pay the fee for using the berth, even after a written or oral notice by the Marina within eight (8) days, the Contract shall be deemed terminated without any prior notice to the owner. In case a notice of payment cannot be delivered to the owner of the vessel because he/she had changed the address, but he/she did not timely inform the Marina thereon, the eight-day period shall be deemed expired on the day Montraker received a return receipt with the note that the owner had moved or that he is not known to be at that address.

The vessel owner hereby gives his/her consent that in case of not paying the berth fee within the defined period the vessel will be transferred to dry berth at the owner's expense and stay there until the debt is settled along with the default interest.

The length of the vessel means maximum length overall. In case it is established that the dimensions of the vessel do not correspond to those stated in the certificate, Marina reserves the right to remeasure the vessel and calculate the price according to the dimensions thus determined.

Art. 8

Upon terminating the Contract for the reasons described above, if the owner wants to conclude a new contract with the Marina, he/she shall have no special rights with regard to the waiting list for permanent berth.

Art. 9

The owner or a person authorized by the owner in writing may stay on or leave the vessel without limitations. During the absence of the vessel, the Marina has the right to use the berth. When the vessel, after several days of absence from the Marina, comes back to the berth, it is necessary to inform the reception of the Marina on time, at least (1) one day prior to the arrival in the Marina. The absence of the vessel from the Marina will not be deducted from the berth price. The owner of the vessel is not allowed to rent the berth to third parties.

Art. 10

The owner of the vessel authorizes Montraker to be able to, without owner's prior consent, perform all the necessary activities to save the vessel from any impending disaster. The owner is obliged to compensate Montraker with regard to all costs arising from undertaking activities and procedures to save the vessel. Montraker shall not be held liable for any damage resulting from saving the vessel.

Art. 11

Any amendments to the Contract shall be made in writing. The Contract can be terminated by both parties in written form with a three-month notice. In case the Contract is terminated, the owner shall not be entitled to a refund of the amount paid.

Art. 12

The following are integral parts to this Contract:

- General Terms and Conditions and Rules of Conduct within Marina Funtana
- Inventory List
- Marina's Price List

Art. 13

The Contract shall be subject to Croatian law.

Any disputes arising from this Contract shall be resolved amicably between the Parties. Otherwise, the competent court shall be the court with subject matter jurisdiction according to the seat of company Montraker d.o.o..

In case of dispute, the relevant version of the Contract is the Croatian one as well as the Croatian versions of its integral parts referred to in Article 12 hereof.

Funtana, _____.

Vessel owner:

Montraker d.o.o. Vrsar: