



**“MONTRAKER” d.o.o**

Obala m.Tita 1a  
52450 Vrsar,  
Croatia

**MARINA VRSAR**

Obala m. Tita 1a, Vrsar  
Tel. 00385 52 441 052  
Fax. 00385 52 441 062

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 «\_\_\_\_\_» «ADRESA1: \_\_\_\_\_» a document: «\_\_\_\_\_», telephone / fax: «\_\_\_\_\_» (hereinafter: the owner of vessel) made the next:

**C O N T R A C T No: « \_\_\_\_\_ »**

of annual berth

**Article 1.**

Montraker is obliged to take over on berth and custody 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's starting day of value:	
17.	Contract lasts until:	
	Annual berth of vessel's fee:	
	Flat residence rate:	

**Article 2**

For contracted period, Montraker is obliged to cede the berth in the sea for a vessel in Marina Vrsar and supervises it. Congruently to organization of custody the vessels, Montraker has a right of changing the berth of vessel without previous agreement of the owner of it, but later on, it is obliged to inform the owner about



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executed change. Montraker is also obliged to obtain custom agreement for temporary running in (spending the winter in it), along the fee based on value price-list of Marina.

**Article 3**

Montraker is obliged to refund some eventual damage on the vessel and things from equipment-list (inventory-list) which happened solely by Marina fault or Marina staff in the period while the vessel is under the supervision of Marina for custody of it either while in sea or on land.

It is considered that the vessel is given for custody by handing the sailing license and vessel's keys to responsible person at the reception of Marina. Before giving the vessel to custody, the owner of vessel is obliged to make a list of equipment for all things on it which are given to custody. For the things there are on the vessel, but not on equipment-list, Montraker is not responsible. Delivering (returning) the sailing license and vessel's keys to the owner (or to authorized persons by owner), Montraker is free of each responsibility of damage that will happen additionally, it doesn't matter whether the vessel has already sailed out from Marina or it is still in the circle of Marina.

**Article 4**

Montraker is not responsible for damage made in the following cases:

- damage as the consequence of higher power
- damage as the consequence of wrong, unprofessional and malicious process and vessel owner's handle roughly negligence, crew and other people on it
- damage caused by non-maintenance, neglect or worn-out state of vessel or equipment
- damage as the consequence of hidden faults
- damage on equipment or disappearing the equipment which is not on the inventory-list as well as damages or getting lost the equipment, side-boat or engine that is on the inventory-list, but it was not stored in locked space, as well as disappearance of fender, anchor, rope, propeller and other equipment which is possible to be dismantled from the vessel without padlock
- damages on property caused by the vessel's owner to the third persons
- damages caused by fire or explosions which happenings were caused by disregarding the rules of protection measures
- damages from the title of loss the time, profit, being late for holiday of owner or other persons on the vessel
- damages by taking away the ruins or some of its parts when the removal is carried out by authorities order
- damages caused by unprofessional work on electrical or waterworks plumbing on the vessel or from the shore plug to vessel
- damages caused by cracking the ropes that belong to the vessel
- damages caused by non-observance of customs, ports and other administrative regulations
- damages caused by freezing
- death or injuring any person who stays on vessel
- damaged caused by sea pollution, shores and port
- damages on vessel caused by consequence of damage done by another vessel
- damages resulted in time while sailing license and vessel keys are not stored at Marina reception

**Article 5**

The vessel owner, crew and other people on the vessel are obliged to:

- adhere to the Regulation of order in port and General conditions and rules of conducts within Marina Vrsar
- all movable property of vessel, based on inventory-list should be stored and locked in the interior of vessel
- before any leaving the vessel, switch off all electronic and waterworks installations including ship accumulators. If it is not done, the crew of marina can just switch off the connection without any special information



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- by any sailing into Marina the sailing license must be given to reception
- any arrival to Marina apply to reception for staying application to police
- mooring the vessel must be regularly done, in regards to request of Marina staff
- inform any changes of equipment from inventory-list
- vessel must be equipped by quality and suitable ropes, fenders and oilskins
- on vessel should be put clearly visible the mark of name and registration
- refund the damage on vessels, cars and third persons equipment that was caused by crew or it happened as the consequence of wrong maintenance of vessel and equipment
- adhere to value regulations in a view of staying and shipping within the borders of shore sea of the Republic of Croatia

**Article 6**

During the time while the vessel is moored in Marina, it is not allowed:

- to perform any major works regarding the repair or maintenance of vessel, but particularly the works which damage the third persons or which cause air- pollution (dust, smell, smoke), sea and promenade or pontoon
- draining faecal waters and emptying black tanks in aquarium of Marina
- pumping out the pool water
- putting off dangerous junks (used oil, accumulators, oil filters and similar) without presence of Marina staff and on sites which are not foreseen
- putting off things on pontoons or promenades, which are obstructed for undisturbed used by the same

**Article 7**

For services and based on the Article 1 of this Contract, the owner of vessel is obliged to pay the fee for berth according to value price-list of Marina, for 12 months in advance, at the reception of Marina till the end of the month in which the term of Contract value expires or according to delivered invoice the last of the term of eight (8) days from the day of receive. In case the owner does not pay the fee for using the berth even after written or in oral form report by Marina in the term of eight (8) days, this contract is considered to be broken without any previous information to the owner. In case, to the owner of vessel the note of obligation of duty of payment can't be delivered because he has changed his address, but he hasn't informed on time Marina about it, it is considered that the term of eight days passed when Montraker received post-receipt with the note that the owner had moved or he is unknown on that address.

The owner of vessel by this gives the agreement that in case of unpaid berth in named term, the vessel gets across to dry berth on his charge and stays there as long as settling the debts as well as interests on arrears based on law.

Under the length it is understood maximum length after all. In case it is established that the vessel cession of measures mentioned in certificate, Marina keeps the right of measuring the vessel and settles up accounts according to established dimensions.

**Article 8**

After cancellation of this contract from the reason described in up above named Article, the owner, in case he wants to make new Contract with Marina, has no any special rights for the list of waiting on permanent berth in Marina.

**Article 9**

The owner or according to him authorized person in written form can stay on vessel or leave the vessel unlimited. During the absence of the vessel, Marina has right of using the berth. When the vessel, after more-days of absence from marina is coming back to the berth, it is necessary on time to inform the reception of Marina, at least (1) one day before arrival to marina. The absence of vessel from Marina will not be deducted from the berth price. The owner of vessel is not allowed to rent the berth to the third persons.



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**Article 10**

The owner of vessel allows to Montraker, without his previous agreement, it can maintain all necessary actions to save the vessel from any threatening damage. The owner, connected to this is obliged to compensate all expenses to Montraker which it had for undertaking certain activities and procedures to save the vessel. In case, caused by saving the vessel some damage arises, Montraker is not responsible for it.

**Article 11**

Contract changes will be made by annex. The Contract can be cancelled by both by written statement respecting the term of three months. In case of cancellation the contract, the owner has no right on refunded amount of money.

**Article 12**

This Contract consists of:

- General conditions and regulations of conducts within Marina Vrsar
- Inventory- list of vessel
- Price-list of Marina

**Article 13**

Some eventual conflicts from this contract, parties in contract will try to solve by agreement. In case it is not possible, it will be solved by Authorized Commercial court.

Vrsar, \_\_\_\_\_

Vessel's owner:

Montraker d.o.o. Vrsar:  
Marina Vrsar