



CHARTER AGREEMENT 0000/2025 dated 00/00/2025

SMART SAIL YATCHILIK TURİZM TİC (hereinafter referred to as the “**Charter Company**”) and the mentioned below person (hereinafter referred to as the “**Charterer**”) have entered into this yacht charter agreement.

CHARTERER		TELEPHONE	
EMAIL		ADDRESS	

- 1.Yacht.
2. Time and place of receipt and return of the yacht.
- 3.Navigation area.
4. Cost of renting a yacht.
5. Payment schedule.

1st payment	
2nd payment	
3rd payment	
Payment on site	

Additional costs: **000 €** (Wi-Fi, Outboard, Beach towels, Final Cleaning, Transit Log) to be paid on the spot upon receipt of the yacht

6. Security deposit: **000 €** (paid in cash)

CHARTER COMPANY BANK DETAILS

Bank: IS BANKASI Bank address: Atatürk Cd. Mall Marin İş Merkezi 28, 48700 Marmaris/Türkiye	
Account holder	SMART SAIL YATÇILIK TURİZM TİC
Account holder address	KEMERALTI 99 SK. NO: 4/11 MARMARIS / MUĞLA / TURKEY
IBAN (EUR)	TR94 0006 4000 0023 6400 6286 71
SWIFT	ISBKTRIS

Signature /SMART SAIL YATÇILIK TURİZM
Charter Company

Signature Charterer

7. Insurance.

- a. The Charter company undertakes to provide the yacht insurance contract, which must be on board, and the Charterer must read and comply with the terms and conditions of the insurance contract. The insurance does not cover damage of human health that occurs on board the ship, as well as damage or loss of property brought on board. The Charter company recommends that all crew members and guests have personal action sports medical insurance.
- b. The Charterer makes a security deposit upon acceptance of the yacht, the amount of which is specified in clause 6 of the agreement. The deposit is to be returned after the yacht is handed over to the Charter company in accordance with the act of handover.

8. Crew.

- a. To operate a yacht safely, a crew of an experienced skipper and at least one experienced assistant is required.
- b. 2 weeks before the start of the charter, the Charterer must send details of the crew and guests planning to be on board during the charter for the preparation of a crew list and transit log, as well as appoint a skipper and his assistant(s). If the list of people (crew list) changes, both before the start of the charter and during the charter, a new transit log will be required to be issued and paid for.
- c. The skipper must have experience operating a sailing vessel and have an appropriate international license (iyt, Issa or rya). A copy of this license must be sent by the Charterer no later than 2 weeks before the start of the charter. It is advisable that the skipper has liability insurance applicable to the charter.
- d. The skipper appointed by the charterer assumes responsibility for the safety of people and their compliance with the laws of the country where they are located, as well as for the safety of the vessel, equipment and inventory.
- e. If the skipper refuses to perform duties, or if the Charterer intends to replace the skipper during the charter, the Charterer must immediately inform the charter company and the yacht must be moored in a safe place, taking into account the weather forecast. The charterer may change the skipper only with the consent of the Charter company. The costs of changing the skipper are borne by the Charterer.
- f. The charter company may propose candidates with skill and experience in sailing a yacht for the role of skipper, but the final choice of skipper remains with the Charterer.
- g. The skipper's assistant(s) must assist him in steering the yacht when mooring/unmooring, setting and unmooring, controlling the sails, as well as in other necessary situations.
- h. The Charter company may ask the skipper and his mate(s) to demonstrate their knowledge and competence in operating the yacht. If the charter company has doubts about the yacht's safe handling skills, it reserves the right to require the charterer to change the skipper, otherwise the yacht cannot go to sea, but the Charterer can remain on the yacht for the duration of the charter.
- i. The responsibilities of guests are to familiarize themselves with and adhere to the rules of behavior on the yacht, follow the instructions of the Skipper and comply with the laws of the country where they are located.

9. Acceptance of the vessel by the Charterer.

- a. The Charter company is obliged to hand over the yacht at the place and within the time limits specified in paragraphs 1 and 2 of this agreement. The yacht must be in good working order, in a clean condition, equipped with life-saving equipment and inventory according to the checklist. If the Charter has questions, the Charter company's employees must explain where the equipment specified in the checklist is located, how to use it, and, if necessary, provide operating instructions. At the request of the Charterer, the Charter company is obliged to provide an inspection log of the underwater part of the yacht, show a video and photo of the last inspection, and the Charterer can also use the services of a diver to inspect the underwater part of the yacht. Diver services are paid by the Charterer.
- b. At the time of acceptance, the Charterer must check:
 - technical condition of the yacht,
 - presence of defects and damage
 - availability and condition of inventory according to the checklist
 - documents required for charter.
- c. In case of detection of malfunctions, defects, damage or incompleteness, make the appropriate notes in the act of handover and submit photographs. Upon completion of the inspection, the parties sign the act of handover and, if necessary, other documents describing the condition and completeness of the

yacht. After signing the documents, responsibility for the safety of the yacht and its condition passes to the Charterer.

10. Operation.

- a. Before going to sea, the crew and guests must familiarize themselves with the instructions, notices and life-saving equipment.
- b. It is necessary to plan the route, as well as operate the yacht, in accordance with weather conditions, the availability and accessibility of protected anchorages.
- c. Transits in the dark, participation in regattas and sailing races are allowed in exceptional cases with the written consent of the Charter company.
- d. The navigation region must comply with paragraph 3 of the agreement.
- e. The yacht must not leave a protected place when the weather forecast is more than 6 points on the Beaufort scale
- f. The Charterer undertakes to use the vessel and equipment in accordance with good maritime practice. Before starting, it is necessary to check the level and condition of oils in the engine, sal drive, generator, and coolant level. Monitor the circulation of engine and generator coolant. Check daily that there is no water under the floor pans and in the engine compartment.
- g. In the event of equipment malfunctions, damage to the yacht, emergency situations on the yacht, as well as deterioration in the health of people on board, the Charterer must immediately notify the Charter company.
- h. It is prohibited to operate the yacht if the main (critical) equipment is malfunctioning: navigation equipment, engine, bilge pump, anchor gear, life-saving equipment, radio, navigation lights, etc.
- i. The charter company undertakes 12/7, and if necessary 24/7, to provide consulting and technical support for the charter. If malfunctions are identified, take immediate measures to eliminate them using your staff and third-party specialists. In emergency cases, involve rescue services and the coast guard.

11. Return of the yacht.

- a. 24 hours before the return of the yacht (end of charter), the distance to the return port should not exceed 25 nautical miles.
- b. The charterer is obliged to arrive on the yacht at the agreed place no later than 17:00 the day before the end of the charter for technical inspection. Bad weather conditions do not affect the obligation to return the yacht on time.
- c. The charterer is obliged to return the yacht in a clean condition that does not require dry cleaning or deep cleaning.
- d. The moment of transfer of responsibility from the Charterer to the Charter company occurs after signing the act of handover.

12. Emergency situations.

- a. In the event of damage caused during the charter due to the fault of the Charterer, the Charter company has the right to withhold an amount equivalent to the damage caused.
- b. If the Charterer refuses the charter, the Charterer will be refunded the amount of overpayments made in excess of the payment schedule specified in clause 5 of this agreement. The remaining amount of the prepayment remains with the Charter company to compensate for losses (penalty) for cancellation of the charter. If the Charter company is able to rent out the yacht to third parties, the proceeds are returned to the Charterer minus costs (additional discounts, agent commissions, advertising).
- c. Rental delay due to the fault of the charter company.
 - If the yacht is delayed due to a previous charter, the Charter company is obliged to make every effort to quickly correct the shortcomings and prepare the yacht for charter.
 - In case of a delay in providing the yacht for up to 5 hours, the Charter company is obliged to provide hot meals in the restaurant and recalculate the cost of the charter in proportion to the delay time, without additional compensation.
 - In case of a delay in providing the yacht from 5 hours to 2 days or $\frac{1}{3}$ of the total duration of the charter, the Charter company is obliged to provide accommodation in a hotel of at least 3 stars with breakfast or apartments with breakfast. The Charterer also has the right to choose one of the following:

- Extend the charter period if there are free dates.
 - Recalculate the cost of the charter in proportion to the delay time.
- d. In case of delay in provision of the yacht for more than 2 days or $\frac{1}{3}$ of the total duration of the charter, the Charterer has the right to choose one of the following options:
- Provide a similar yacht
 - Refund the funds paid by the Charterer
 - Reschedule charter dates
- e. If the Charterer intends to terminate the charter early, the Charterer must immediately notify the Charter company. The yacht must be moored in a safe place, taking into account the weather forecast. The Charter company must make arrangements to accept the yacht and organize the transfer of the yacht. The Charterer must wait for a representative of the Charter company and hand over the yacht. The Charterer covers the costs of ferrying the yacht, including fuel and crew pay. If it is impossible to deliver the yacht at the agreed time and place, the Charterer must also compensate for the costs associated with the delay of the yacht specified in paragraph 11 of this agreement. The deposit will be returned after inspection of the underwater part. If the yacht is returned earlier than the period established by the contract, payment under the contract is not recalculated and the difference is not refunded.
- f. In the event that the skipper is unable to perform his duties, as well as in other emergency situations, the Charterer must immediately (24/7) notify the Charter company of the emergency and follow its instructions. The charter company, upon receiving a distress signal, is obliged to take all measures to prevent negative consequences, if necessary, call rescue services and the coast guard, as well as attract vessels located near the yacht, and immediately deliver a temporary skipper on board to control the yacht. If unable to notify the charter company, the crew must call emergency services or radio a distress signal.
- g. Delay in return of the yacht due to the fault of the Charterer
- The charter period can only be extended with the consent of the Charter company if there are available dates.
 - In case of delay in returning the yacht to the point of arrival for more than 1 hour, the Charterer must pay a fine in double proportion to the cost of the charter, as well as compensate for the costs associated with the delay or cancellation of subsequent charters, etc. An unapproved delay of more than 24 hours may be considered by the Charter company as hijacking with corresponding consequences.
- h. The Charterer has no right to use the yacht for commercial purposes during the charter.
- i. All claims and disagreements arising from the relationship governed by this agreement must be considered in accordance with the legislation and applicable law of the country in which the charter company is officially registered.

Andrei Kozelskii

Signature

/SMART SAIL YATÇILIK TURİZM TİC

Charter Company

Signature

Charterer