

TERMS OF CHARTER AGREEMENT

Client:

Vessel: LiveBlue (Lagoon 42)

Starting & Ending Time:

1. The Owner agrees to let on skippered charter and the Charterer agrees to charter the above-mentioned yacht (hereinafter called 'the Yacht') for the period as stated above and commencing **DATE 16:00** O'clock and ending at **DATE 09:00** O'clock, for the sum of **00.000,00 €**.

Validity

2. The signature of this Agreement by the Owner and/or his Agents becomes valid and binds the Owner to his obligations hereinafter mentioned only in condition that the Owner will receive the sums of the payments as indicated in Clause 1 above, in time, as indicated in Clause 3.

Advance Payment

3. 50% of the charter fee is to be paid within 5 days of signing the charter agreement, while the remaining 50% is to be paid 5 weeks before the yacht charter.

Delivery

4. The Owner agrees: To fit out the Yacht and to hand her to the Charter, afloat, clean, ready for sea, with all the gear and equipment indicated in the Yacht's brochure and its inventory list and in proper running and seaworthy condition at Lefkada Greece. The Owner agrees to provide to the charterer a skipper.

Insurance

5. To insure the Yacht and her equipment against fire, marine and collision risks and third-party damage and against any and loss or damage in excess of 450.000€ and the Charterer shall therefore be relieved and all liability which is covered by the said Policy, provided that such loss or damage is not caused or contributed by any act of gross negligence or willful default on his part. Should the Owner fail or elect not to affect such insurance he shall assume the same responsibilities as if the Yacht were so insured, but he shall not be under any liability for the loss or damage to the personal property of or for any injury to the Charterer or any person on board with his permission.

Delayed Delivery

6. To employ every reasonable effort to ensure delivery of the Yacht on the date and at the place mentioned in Clause 4 hereof, but if for any cause whatsoever the Yacht shall not be available, the Charter shall have the right of choice of one of following possibilities:

- a) Provided that the following charter commitment of the Yacht allows it and that the Owner agrees, to prolong the period of charter by the same length of time by which the delivery has been delayed.
- b) To leave the date of termination unchanged as in Clause 1 hereof and to be refunded by the Owner with an amount proportional to the time by which delivery has been delayed.
- c) To leave the date of termination unchanged as in Clause 1 hereof and to be refunded by the Owner with an amount proportional to the time by which delivery was delayed at the rate corresponding to the total charter fees in Clause 1 hereof.

Excess Delay

7. If the delay of delivery exceeds one fourth (1/4) of the total charter time, to cancel this Agreement and be refunded by the Owner with the total amount paid for this charter. In any of the events mentioned in this Clause, neither party shall be liable to pay to the other any other compensation for any loss or damage resulting from the curtailment or the cancellation of this Agreement.

Redelivery (Return) of the Yacht and Delays

8. To redeliver the Yacht to the Owner at **Lefkada**, cleaned-up, together with all her equipment, in the same good condition as she was at take-over, at the time designated in Clause 1.

Deposit & Guaranty Restrictions in the use of the Yacht

9. To leave on deposit and as guaranty with the Owner on taking over the Yacht the amount of **1.000,00 €** payable 5 weeks before the yacht charter to meet in whole or in part any claim by the Owner in respect of any loss or damage to the Yacht and/or her equipment not recoverable under the policy of insurance and for any claim by the Owner in respect of the provisions of Clause 5 above. The aforesaid deposit shall be refunded to the charterer, subject to the provisions above, after inspection of the Yacht, her gear and her inventory by the Owner.

Skipper and responsibilities during charter time

1. At a suitable moment, once the Charterer and his party have joined the yacht, the Skipper should deliver a short briefing, in which he explains the basic safety procedures and other issues of concern. These may include, but are not limited to, use of her yacht and equipment, general safety and security onboard, emergency equipment and procedures, the use of water sports equipment, smoking, drugs prohibition, children safety and supervision, proper conduct when in port. This should also include details of any local laws/restrictions as necessary.
2. The Skipper is responsible for the navigation of the yacht, mooring, anchoring and maneuvering and for keeping the deck and cockpit of the yacht in good, clean and fully functional condition, also for managing the refilling of water and fuel of the yacht and of the outboard engine and for processing port formalities, all on Charterer's expense. Other tasks such as interior cleaning, cooking, etc. are not part of Skipper's obligations. Charterer warrants that he or another member of his crew possess required seamanship and competence in sailing for this trip and shall assist when necessary, the Skipper with sailing / anchoring / berthing / mooring the yacht, by following the instructions and guidance given by the Skipper. As required by Maritime Law and the rules of good seamanship worldwide, Charterer shall ensure that himself and all passengers aboard will at all times comply with all safety instructions as announced by the Skipper.
3. Unless otherwise agreed, Skipper shall navigate the yacht for up to a maximum of 6 hours daily. The Skipper should never leave the yacht unattended and should stay alert during day and night to ensure the safety of all crew and material into account. Skipper shall never enter and leave ports under sail but exclusively motoring, however he shall use the sails of the yacht as much as possible unless the Charterer wishes to motor, or wind conditions do not allow sailing at all.
4. Skipper shall consult with Charterer for the desired sailing itinerary and will always make best effort to satisfy the Charterer's leisure requirements but does not warrant feasibility of itinerary for all cruises and passages within the cruising area. Safety and comfort of all persons aboard shall be of primary concern and Skipper will at all times ascertain the nautical skills, physical condition and capability of all persons aboard together with the prevailing and forecasted sea and weather conditions so as to decide on itinerary and on whether to spend any night at anchor in bay or berthed at port. Skipper is however bound to provide Charterer with reasonable evidence and explanation of his decisions, then mutually agree on an alternative plan with Charterer.
5. Skipper and Hostess/Steward duties are not to be confused with those of a "guide" or local "host" but they should both respond to the best of their knowledge to any Charterer's request for tourist information and share all knowledge they happen to have (such as interesting anchorages, sights and spots, museums, restaurants, nightlife, attractions, water sport centers etc.).
6. Charterer assumes full responsibility for all crew and materials into account, shall care for the yacht as his own and remain liable for damages that he or the rest of the passengers may cause to the yacht, her equipment or inventory, but Skipper shall be responsible for all damages caused while sailing, motoring, anchoring, mooring and maneuvering the yacht on condition that such are attributed to his own acts or omissions either willful or negligent.
7. If applicable, Hostess / Steward shall do the daily shopping and prepare and serve each day breakfast and a light meal (lunch or dinner). Provisions shall be made, and meals will be prepared to meet the preferences declared by the Charterer in advance, to the extent permitted by local market availability of items, paying careful attention to all special nutritional needs and restrictions set by the Charterer (such as vegetarian restrictions, gluten tolerance, type of meat, wine picking, etc.). Hostess / Steward will assist skipper in all his duties under his instructions and shall take care of cleaning of communal areas of the yacht daily.
8. In case of extra crew member (cook/chef), he/she will be able to offer three (3) meals menu (Breakfast, light lunch, dinner and desert).
9. Children have to be under the supervision of an adult or nanny of the charter party at all times and neither Skipper nor Steward/Hostess are intended to provide children supervision or nanny services. Any additional services provided by the hostess should be agreed in advance.
10. All food and drinks are on Charterer's expense, including food & drinks for Skipper and Hostess/Steward which are to be provided by Charterer. Charterer shall provide the Skipper and Hostess/Steward with sleeping cabin/berth and shower/toilet use to be designated to them onboard.
11. Skipper and Hostess/Steward will make best effort to provide Charterer and his party with privacy aboard and perform their professional duties with discretion and professionalism.
12. Skipper's and Hostess/Steward's fees will be delivered by Charterer, on spot, prior to embarkation, to Stakeholder's charter base manager, unless fees are included in the charter price.
13. Charterer acknowledges that he has requested from **AfterSails** (Stakeholder), to locally assist him in finding and hiring a skipper and/or hostess and that neither Brokers nor the Owner of the yacht have any liability or other responsibility arising from the performance of skipper and Hostess/Steward services or under any provisions of this agreement.
14. Skipper and Hostess/Steward acknowledge they are always responsible for the collection, withholding, remittance and payment of the applicable taxes due on the total amount of the service price to the relevant tax authorities and that that neither Brokers nor Owner of the yacht act as sellers of their services.

Observance of Customs and Diving Laws

10. Not to allow any person on board to commit any act contrary to the custom laws of Greece or of any country or contrary to the laws pertaining to fishing or under water fishing nor to seek and/or take possession of objects of archaeological nature or value and that in case any such act is committed this Agreement shall thereupon terminate, but without prejudice to any rights of the Owner and that the Charterer shall carry alone any resulting responsibilities and he shall answer alone to the appropriate Authorities.

Damages during Yacht Charter

11. Should any damage emerge during the yacht charter and be repaired within 36 hours from Skipper or Charterers notification, the Charterer has no right to request any reimbursement. However, if the repairing of the damage has taken more than 36 hours, and the damage was so severe that Charterer could not use the yacht meanwhile, then Charterer can request reimbursement at pro-rata basis for this period. Reimbursement can be obtained only if the damage was a responsibility of the Owner, such as improper maintenance level below industry standards. If the damage could not be repaired at the spot and immediate return to the charter base was required, the repair should be organized primarily so that the Yacht can be repaired in time for the next charterers. Costs for the lost days shall be refunded only if the damage was caused by Owner. If severe damages, engine troubles, loss of Vessel, personal injuries and similar incidents would happen, the Charterer is liable to inform Skipper or Owner about it without delay.

Cancellation or Premature Termination.

12. If Charterer shortens the charter period, as mentioned in Clause 1 or cancels before the original charter start, Charterer will lose the entire charter fee paid to date. If Charterer has already paid deposits or add-on options, the Owner will reimburse Charterer for these expenses.

Total loss of Yacht

13. Should the Yacht become an actual or constructive total loss before or during the charter period, this Agreement shall be deemed to be at an end and the Charterer shall recover from the Owner all charter money paid in advance to the Owner only in case the loss has occurred before the charter period, or during the charter period, provided that the Charterer or his crew were not responsible for the loss.

14. The Agents of the Owner act in good faith on behalf of both Owner and Charterer but contracts as Agents only and in no way incur any liability for any acts, matters or things done, committed, omitted or suffered by either party, except for the responsibilities provided by the pertinent legislation of Greece.

Arbitration of Disputes

15. In the event of any dispute arising between the parties hereto with respect to this Agreement or anything herein contained the same shall be referred to two Arbitrators in Greece one to be appointed by each party, whose decision shall be final or to an Umpire to be appointed by such Arbitrators, if and when they shall disagree, the decision in such event of the Umpire to be final.

This professional(charter) pleasure boat (vessel) will be skippered by a professional Skipper employed by the charterer and deemed to be an agent of the charterer in the meaning of article 334 Greek Civil Code, or by a passenger qualified under the law to skipper the boat, the name of the skipper is included in the passenger list, attached hereto

SIGNED by the Representative of the Owner:

SIGNED by the CHARTERER:

SIGNED by the BROKER: