

## General.

### 1. Definitions.

|   |  |
|---|--|
| a) <i>Limited Charter Agreement (LCA)</i> | the lease, to be valid for a limited time, of the M.S.Y. Yacht "Margherita";   |
| b) <i>Charterer</i>                       | the Party who, upon payment of the relevant charges, has the rights and the obligations of the Yacht lease;  |
| c) <i>Charter Period</i>                  | the period of time between the Start of Lease and the End of Lease;  |
| d) <i>Operator</i>                        | Mai Tai Yachting on behalf of registered owner of M.S.Y. "Margherita";   |
| e) <i>Optional Extra Services</i>         | all those activities and/or charges not included in the LCA such as: <ul style="list-style-type: none"> <li>• Food &amp; Beverage</li> <li>• Main Engine Fuel in excess of 2 hour daily;</li> <li>• Marina Fees</li> <li>• Water Sports by using the outboard engine;</li> <li>• Shuttle service to/from Yacht.</li> <li>• Air Conditioning</li> </ul> |

## Regulations.

### 2. Sailing Plan.

- 2.1 The proposed sailing plan agreed between Mai Tai Yachting and Charterer shall be considered optional and subject to Commander's decision according to the prevailing weather conditions and/or safety.
- 2.2 A change, partial or total, of plan decided by the Commander due to the reasons stated above shall under no circumstances constitute a reason for any refund or compensation.

### 3. Services

- 3.1 Charter Agreement includes the following:
  - Normal lease of crewed Yacht and her facilities (such as Tender for short distance rides) during mooring, anchorage and/or sailing;
  - 2 hours of main engine use for short distance rides.
- 3.2 Charter Agreement does not include any Optional Extra Services as defined in *Schedule 1. Sub e)* to be charged separately to the Charterer.

### 4. Stays on Board.

- **Daily Charters:** Check in after 08:00 of Starting Day of the Lease, Check out before 20:00 on the same day;
- **Weekly Charters:** Check in after 12:00 on Saturdays, Check out by 12:00 on following Friday;
- Any delay in excess of one hour after Check-Out time is charged as pro-rata of LCA;
- At Check-in Charterer has a right to inspect the Yacht and upon acceptance it is deemed to be in good order and in full compliance with her description. Accommodation into own cabin or opening the moorings is considered full acceptance.
- Upon Check-out every personal belonging will be cleared and offloaded at Charterer's own responsibility;
- Under no circumstances may any prohibited and/or dangerous goods be allowed on board. (e.g. weapons, fireworks, radioactive, chemicals, etc.).
- Smoking is never allowed onboard;
- Charterer and his/her Party must always comply with Yacht Operations Manual Passengers Regulations 10.04 (an extract of which can be downloaded at [yachtmargherita.com](http://yachtmargherita.com) and that, in any case, will also be given to Charterer upon embarkation).

### 5. Pets.

- 5.1 M.S.Y. Margherita is a pet friendly Yacht. Pets are allowed under the full responsibility of the Charterer.
- 5.2 They are not allowed to take their physiological need on board and proper care should be exercised by owner(s) in order to avoid any tear/damage to the Yacht. Charterer is responsible for damages caused by Pets.
- 5.3 If Pets represent a threat for the Crew or other passengers due to an aggressive behavior the Commander might order their restrain and/or disembarkation while no refunds/compensations are given for such measures.


### 6. Termination of Agreement.

- 6.1 Upon the end of Charter period this Agreement is automatically terminated with the exception of any legal compensation due for damages related to the Yacht, occurred during the Charter period and caused by action of the Charterer and/or his/her own parties.

### 7. Waiver.

- 7.1 Any requested and allowed activity on board including but not limited to, sailing, swimming, diving, tendering, sporting, etc. are under the sole responsibility of Charterer and/or his/her own parties.
- 7.2 Neither the Operator nor Yacht Commander or Crew shall be held responsible for death, injuries or property damages occurred during the Charter period and relevant to any Passengers for the above mentioned activities and/or natural reasons related to the same activities as well.

**====> Signature of Charterer for schedule 7. Waiver specific approval**

|   |   |
|---|---|
| Charterer Name, Surname and Signature (add ONLINE if signed so)<br><br> | Mai Tai Stamp and Signature of Representative<br><br><div style="text-align: center;">  </div> |
|---|---|

#### 8. Purchase of Optional Extra Services.

- 8.1 The purchase of any Optional Extra Service, as listed in *Schedule 1 sub e)*, shall be done either by direct settlement or the opening of an Extra Deposit Account.
- 10.2 Optional Extra Services charges are deducted from the Extra Deposit Account, if any, up to a zero balance. In order to purchase new optional extras the Extra Deposit Account must be re-filled up accordingly or charges are to be settled by payment upon service only.

#### 9. Cancellations & Refunds.

- 9.1 In case of Cancellation of LCA by Charterer before start of lease the relative refunds of Deposit/Balance shall be agreed as per following table in regard to the **Start of Lease Day**:

| Ahead of 90 days →                   | 90 days to 60 days →                               | 60 days to 30 days →                               | 30 days to 1 day → | Start of Lease Day and onward |
|--------------------------------------|--|--|--------------------|-------------------------------|
| Total Refund of Deposit and Balance. | 25% Refund of Amount payed (Deposit + Balance) (1) | 10% Refund of Amount payed (Deposit + Balance) (1) | No Refund. (1)     | No Refund.                    |

**Note: (1) Total Refund if Yacht re-chartered**

- 9.2 In case of any delay due to Mai Tai responsibility a pro-rata refund per each hour (each 6 hrs. for weekly lease) is returned to Charterer.
- 9.3 If Mai Tai is unable, and due to any reason depending on its responsibility (so excluding **force major**), to make the Yacht available for a period exceeding a time pro rata of 20% of agreed period and upon Start of Lease a full refund is returned to Charterer and excluding any other liability on Operator/Owner.
- 9.4 There will be no refunds/compensations for cruise cancellations due to **force major** (including, but not limited to, yacht's unavailability due to extended damages and/or major failures beyond the control of the Operator/Owner, riots, wars, severe weather or any other Act of God).

#### 10. Arbitration.

- 10.1 The Parties enter into this Agreement through separate emails and/or WhatsApp texts correspondence. Disputes arising out of the present agreement will be settled by either one of the Arbitration Authorities below to be appointed in consideration of the Home Port stated in the Agreement:


**==> Signature of Charterer for schedule 10. Arbitration specific approval** \_\_\_\_\_.

### Agreement

**I, hereby named below, agree to charter the Yacht Margherita as per following conditions:**

|              |  |                       |  |
|--------------|--|-----------------------|--|
| NAME         |  | START OF LEASE        |  |
| SURNAME      |  | END OF LEASE          |  |
| ID           |  | PORT OF DEPARTURE     |  |
| ISSUED BY/ON |  | PORT OF ARRIVAL       |  |
| ADDRESS      |  | PROPOSED SAILING PLAN |  |
| PARTIES      |  |                       |  |

|                    |                       |
|--------------------|-----------------------|
| Place of Agreement | Leros Island (Greece) |
| Date of Agreement  |                       |

|   |   |
|---|---|
| Charterer Name, Surname and Signature (add ONLINE if signed so) | Mai Tai Stamp and Signature of Representative   |
| _____   | _____  |