

NAUTA LAMJANA d.d., V. Lamjana bb, 23272 Kali  
tel.: ..385 23 208700, 281710, fax: 281049, e-mail: tendering@nauta-lamjana.hr  
hereinafter referred to as: "NAUTA LAMJANA"

and

..... name and last name or Company name  
..... if Company, name and last name of person  
..... representing the Company  
..... address  
..... passport number and country  
..... phone / fax / e-mail  
hereinafter referred to as: "Owner"

have agreed the following

**CONTRACT FOR USE OF BERTH (DRY BERTH)**

contract number: .....

**Article 1.**

NAUTA LAMJANA is obliged to provide during the validity period of this contract a berth for the following vessel

1.....  
name of vessel, registration number, year of built, construction material

.....  
type of vessel (motor, motor sailboat, sailboat, state if multi-hull, state if vessel is used for charter business)

2.....port of registry, flag

3.....length overall / beam / weight / draft

In case of discrepancy between reported and actual dimensions of the vessel, the measured actual dimensions to be used for determining prices.

4.....engine type / power / serial no.

5.....  
Insurance policy number, underwriter, insured value, validity date

.....  
Casco policy number, underwriter, validity date.  
The Owner is obliged to present the Blue Card.

6.....vessel's documents

7..... vessel arrival date

hereinafter referred to as: "vessel"

**Article 2.**

This contract is concluded for:

.....days / months (delete as appropriate), i.e.from..... to .....

**Article 3.** (delete in case parties do not wish yearly contract to extend automatically)

Yearly contract extends automatically and continually for further 12 months, unless one of the contracting parties cancels the contract extension in writing a month before the current contract expires.

**Article 4.**

The Owner is obliged to pay the price for the use of berth in accordance with the current valid price list until the last day of use (in case contracted period is overstayed) in advance as per delivered invoices. The prices expressed in EURO are payable in Croatian currency Kuna as per middle exchange rate of the Croatian National Bank (HNB) effective on the day of payment.

The price for the contracted period as stated in Article 2. in accordance with the valid price list for the vessel stated in article 1. is ..... (.....) payable as per invoice(s).

In case of failure to pay by the due date stated in the delivered invoice, and until the full remittance of the outstanding amount, the Owner will be charged with legal penalty interest in accordance with the Croatian law, and after the second written collection reminder, procedure stated in Article 5. shall be followed.

The Owner or other customer is obliged to pay other services which NAUTA LAMJANA performs from the scope of its activities upon presentation of invoice immediately after the service is performed. For untimely payments of invoices, for due and unpaid outstanding amounts, legal penalty interest in accordance with Croatian law shall be charged.

**Article 5.**

In case the Owner fails to pay the outstanding amount for the use of berth later than 7 days from the date the second written collection reminder was sent to him, this contract shall be deemed annulled, and the Owner will be charged the price applicable for daily berth of the vessel, as well as all related services and expenses, in accordance with the valid price list.

The Owner agrees that NAUTA LAMJANA from the day of the signing of the contract acquires the right to retain in possession the vessel stated in Article 1. of this contract as security for all due and unpaid amounts, i.e. in case the Owner does not pay the services of NAUTA LAMJANA which are the subject of this contract or other services related to the stay of the vessel in NAUTA LAMJANA.

In case the Owner does not settle all outstanding amounts within 60 days from the time of expiry of the contract, NAUTA LAMJANA will submit a claim to the Commercial Court in Zadar (Trgovački sud u Zadru), and, on grounds of a binding court sentence, acquire the right to settle outstanding amounts and legal costs by sale of the vessel or its parts.

**Article 6.**

The owner is obliged to provide liability insurance for the vessel against damages to third parties or the property of NAUTA LAMJANA. The Owner is responsible for damages caused to third parties or NAUTA LAMJANA by the vessel or the persons on board the vessel.

**Article 7.**

NAUTA LAMJANA is obliged to compensate the Owner for eventual damages which may arise on the vessel or items listed in the co-signed Inventory list during the time of guarding of the vessel to the extent that NAUTA LAMJANA may be responsible by law. The responsibility of NAUTA LAMJANA commences when the Owner delivers the vessel for berthing and pays the price for the use of berth. The vessel shall be considered delivered when brought to the berth and when vessels documents,

keys and Inventory list are handed over to NAUTA LAMJANA. The vessel shall be considered redelivered to the Owner when the Owner or a person authorized by the Owner in writing takes back the vessels documents and keys. The responsibility of NAUTA LAMJANA for any damage which may occur thereafter ceases upon redelivery, regardless if the vessel sails out or remains in NAUTA LAMJANA.

#### **Article 8.**

Upon arrival of the vessel to NAUTA LAMJANA, an inspection and Inventory list shall be made. This list shall form an integral part of this contract and shall be drawn up and co-signed in two identical copies, one to be retained by each party. NAUTA LAMJANA shall not be held responsible for items and property unlisted in the Inventory list. The owner is obliged to report any changes in the Inventory list. Other Integral parts of this contract are:

- General rules of business of NAUTA LAMJANA d.d.
- Harbor regulations of NAUTA LAMJANA d.d.
- NAUTA LAMJANA d.d. Price Lists effective at the time when a service is performed

#### **Article 9.**

During the period of the contract NAUTA LAMJANA shall:

1. supervise the condition of the vessel at berth and mooring ropes (ropes to be provided by The Owner)
2. cover the vessel with tarpaulin (tarpaulin to be provided by the Owner) and remove accumulated rain water from the vessel
3. ventilate the accommodations of the vessel

#### **Article 10.**

NAUTA LAMJANA is not responsible for damages caused by or arising from:

- a) force majeure
- b) hidden faults of the vessel
- c) malicious, wrong or unskilled handling and/or negligence of the Owner, person authorised by the Owner, crew or other persons on board
- d) insufficient maintenance, negligence, worn or dilapidated condition of the vessel, if the Owner knew or could have known about them
- e) acts or defaults of third parties
- f) theft or damages caused by any reason whatsoever on valuables on the vessel,
- g) action of rodents or other pests
- h) freezing in the cooling system of the engine
- i) incidents during the time when the vessel's keys and documents were not in possession of NAUTA LAMJANA

NAUTA LAMJANA is not responsible for costs and/or damages from:

- a) pollution of the sea and the environment
- b) wreck removal
- c) fire or explosion caused by disregarding NAUTA LAMJANA safety regulations by the Owner or persons for whom the Owner is responsible or third parties
- d) breaking of the mooring rope(s) provided by the Owner or persons for whom the Owner is responsible
- e) improper electrical and water shore connections performed by the Owner or persons for whom the Owner is responsible
- f) disappearance of items which are not listed in Inventory list co-signed by NAUTA LAMJANA and disappearance of items from the co-signed Inventory list, vessel's equipment, life-boat

- or auxiliary boat and other objects or items of equipment in case they were not properly stowed within the vessel and locked.
- g) damages to photo and video cameras, radio receivers, TV, satellite or music equipment, binoculars, excepting damages due to sinking, fire and explosion, theft or disappearance of the vessel in cases where NAUTA LAMJANA is found responsible for such damages.
  - h) any causes not specified as responsibilities of NAUTA LAMJANA in this contract.

#### **Article 11.**

The Owner is obliged to:

- a) report his arrival at the Reception
- b) on signing of the contract, to hand over the vessel's documents and liability insurance policy and the keys of the vessel. The documents and the keys are kept at the Reception, taken for every sailing out and again handed over to the Reception on the vessel's return
- c) properly stow and lock all movable equipment and items listed in the Inventory list in a manner that nothing may be stolen without prior breaking-in into the vessel, furthermore to report any changes in the Inventory list
- d) equip the vessel with fire-extinguishers
- e) equip the vessel with good quality ropes, fenders and, if desired, a tarpaulin
- f) obey the rules and regulations which apply to the vessel's stay and navigation within the territory of the Republic of Croatia, to respect the Harbor regulations of NAUTA LAMJANA
- g) compensate eventual damages caused by him, his vessel or persons on board or persons for whom he is responsible to the property of NAUTA LAMJANA, other guests or third parties.

#### **Article 12.**

Neither party shall be held responsible for delay in fulfilment of its contractual obligations if such delay has been caused by force majeure. By "force majeure", exceptional, gravely altered circumstances are understood, that occur after contract signature and before fulfilment of obligations stipulated hereunder, the occurrence of which was not provoked by one of the parties and could not have been avoided nor overcome, and which prevent the fulfilment of either of the parties' obligations. Such circumstances are e. g. natural disasters, conditions of extreme climate, earthquake, fire, epidemic, regulations and orders issued by the government and other state authorities, strike, public riot, war, etc.

#### **Article 13.**

This contract can, in addition to the expiry of the period as stipulated, also be terminated if:

- a. the parties jointly agree
- b. one party terminates the contract before the stipulated expiry date, in case:
  - 1) the other party does not obey and fulfil one of the major obligations stipulated hereunder (e. g. the obligation to provide a berth, timely fulfilment of payment obligations)
  - 2) one of the major obligations hereunder cannot be fulfilled for a whole year incessantly due to force majeure
- c. if the berth becomes demolished due to force majeure and another suitable berth can not be offered to the Owner as a substitute berth. In such case, the price of the berth prepaid by the Owner shall be reimbursed proportionally to the unused time before the stipulated expiry.

The party which causes the reason for the termination of the contract does not have the right to unilaterally terminate the contract. Except for the reason as stipulated in Article 5, the party terminating the contract prematurely must notify the other party in writing by registered mail and state the reason for the termination. The day when the registered mail is received shall be considered as the day of the contract termination.

One-side premature termination shall be carried out by means of a statement that the party responsible for the reason for the termination of the contract shall be liable to the other party for any damages caused by such termination. If NAUTA LAMJANA is responsible for the reason for the termination of the contract, it shall be liable to return to the Owner the remaining amount of the berth price paid, proportional to the unused lease time before the stipulated expiry. NAUTA LAMJANA reserves the right not to extend the contract after its expiry.

**Article 14.**

In case the Owner sells the vessel, NAUTA LAMJANA agrees that the New owner may take over the rights and obligations of the Owner named in this contract in the manner that the New owner concludes a new and identical contract which shall state the same expiry date as this contract, and the remittances so far effected by the Owner named in this contract shall be recognized for account of the New owner. Should this not be done, NAUTA LAMJANA is not obliged to return the amounts paid for use of the berth to the Owner.

**Article 15.**

The Owner or person authorized by the Owner in writing may stay on the vessel or sail with the vessel without restrictions except as specified in the contract. While the vessel is away, NAUTA LAMJANA may use the berth and the Owner will notify NAUTA LAMJANA about the day of the vessel's return. The time spent away from NAUTA LAMJANA is not deducted from the berth price. The Owner may not, permanently or temporarily, substitute another vessel for the contracted berth.

**Article 16.**

Eventual disputes arising from this contract shall be settled amicably by the parties, failing which the dispute will be submitted to the Commercial Court in Zadar (Trgovački sud u Zadru).

**Article 17.**

This contract is concluded and signed by the parties in three identical copies, of which the Owners retains one, and NAUTA LAMJANA two copies.

Kali, .....

.....  
OWNER

.....  
NAUTA LAMJANA d.d.