

Charter Agreement No: .....

Pasłek .....

Concluded between:

„MARIA” Maria Winiewska Company;  
ul. Cicha 4; 14-400 Pasłek; NIP 629 174 50 95; REGON 280257360;

Hereinafter referred to as **OWNER**

And

Name (First and Last): .....

Address: .....

Post code; city: .....

Identification document (series, number): .....

Certificate of competence No: .....

Telephone number: .....

Crew: adults .....; children: .....; age of children: .....

Hereinafter referred to as **CHARTERER**. It is agreed as follows:

## § 1

The subject of this agreement is charter (lease) of a YACHT of the type: ....., along with equipment hereinafter referred to as YACHT.

## § 2

The OWNER affirms that they are the proprietor of the YACHT and it is in their right to administer it.

## § 3

Charter begins at ..... on ..... and lasts until ..... on ..... the place of takeover and return is ..... The takeover and return of the YACHT take place on the basis of the **Yacht Takeover Protocol**, which is an integral part of this Agreement.

## § 4

The Charter Fee (lease rent) is agreed to be ..... in words ..... The amount is a gross amount, with 23% VAT included. The CHARTERER is obliged to pay 40% of the Charter Fee as an advanced payment within 3 working days into account at PKO BP Bank No. **PL14 1020 1752 0000 0002 0120 6002**. The remaining amount ....., will be paid by the CHARTERER to the OWNER to the same account 14 days before the charter. During the takeover, the OWNER will charge a refundable deposit of: **1000PLN**, out of which payment will be deducted for: fuel, missing or damaged equipment, damages, and any claims by the OWNER.

Payment is equal to accepting this Agreement, Detailed Charter Conditions, General Insurance Conditions.

## § 5

CHARTERER affirms that they have read and understood **Detailed Charter Conditions**, which are an integral part of this Agreement and regulate, among others: conditions of using the yacht, conditions of conclusion and cancellation of the Agreement, conditions of the yacht insurance, conditions of settling charter fee and deposit, cruising areas, contractual penalties.

## § 6

This Agreement comes into effect on the day the OWNER receives a signed Agreement together with Detailed Charter Conditions and confirmation of Charter Fee payment. In case this Agreement does not come into effect should the CHARTERER fail to meet the obligation of signing and sending this Agreement, any amount paid by the CHARTERER will not be refunded.

## § 7

In matters not regulated by this Charter Agreement along with Appendixes, the regulations of the Civil Code will apply.

## § 8

Any changes to the Charter Agreement and Appendixes require written consent.

## § 9

Any legal disputes resulting from the Charter Agreement or the Appendixes will be settled according to the Civil Code by the courts of law within the territory of the Republic of Poland.

## § 10

Integral parts of the Charter Agreement are:

**Appendix 1, Detailed Charter Conditions**

**Appendix 2, Yacht Takeover Protocol**

**Appendix 4, General Insurance Conditions**

These documents can be obtained from the OWNER's website and can be reviewed by the CHARTERER at any given time.

## § 11

This agreement was drawn up in two copies, one for each Party.

**OWNER:**

**CHARTERER:**

I hereby give consent for my personal data included in my application to be processed for the purposes of the recruitment process under the Personal Data Protection Act as of 29 August 1997, consolidated text: Journal of Laws 2016, item 922 as amended.

.....  
Charterer's legible signature