



NAME OF THE OWNER

Address of the owner

Address of the owner

Country

hereunder "Owner"

and

AVEL YACHTING D.O.O.,

Obala Pine bb, PS 45

85320 Tivat, Montenegro

Charterer of the boat

hereunder "Avel Yachting"

Agree on the following

CHARTER MANAGEMENT CONTRACT

1.

Both parties agree that they have a common interest in chartering the boat *Type of the boat* named *Name of the boat* belonging to *Name of the owner*. The Owner puts his/her boat at Avel Yachting's disposal for chartering according to the following detailed agreement.

The boat constructor or competent authority certify that the boat belongs to the A category, meaning that she is suitable for sailing in all waters, and she is suitable for profit purposes. The boat will be chartered in international waters, from Montenegro to Croatia, to Greece, to Albania and/or to Italy.

Avel Yachting commits itself to organize the booking of the boat, to hand the boat over to the guests, to verify that the boat is in good shape, and to proceed to all other necessary tasks in order to ensure a good use of the boat.

2.

The boat described in the first paragraph must be equipped for charter use. Upon takeover of the boat by the charterer both parties will sign a takeover protocol enclosing the inventory list of the equipment present on board. The takeover protocol is in Appendix 1 of this contract.

The Owner pledges to maintain on board all necessary equipment compliant with the rules of the competent authorities or the industry standards.

3.

The owner agrees with Avel Yachting's 2011 pricelist and conditions. The pricelist is in Appendix 2 of this contract. Avel Yachting pledges to communicate the latest pricelist to the Owner every year.



Avel Yachting can change the price list and discounts shown in Appendix 2 in the middle of the year only with the agreement of the Owner.

4.

Both parties agree that the Owner gets 50% of the net charter price (according to the price list minus possible discounts). Avel Yachting gets a 30% commission and grants the booking agency with a 20% commission on the net charter price (according to the price list minus possible discounts).

The Owner pledges to insure the boat at his own expenses and to pay for the berth place and all normal maintenance works and necessary spare parts mentioned in Appendix 1. The Owner also pledges to pay all public taxes related to ownership of the boat.

5.

The maintenance of the yacht includes all standard works as well as necessary small repairs caused by the normal use of the yacht. Avel Yachting is in charge of small maintenance work:

- regularly clean and air the boat
- ensure a safe berth place in the marina
- prepare the boat for the winter period
- run the engine once a week
- fill up the battery
- service the engine and all other equipments

The material and spare parts are charged to the Owner.

Avel Yachting pledges to maintain of the boat mentioned in Appendix 1 for the whole duration of this contract. Damages shall be fixed as soon as possible by Avel Yachting in order to enable the next charter.

More important maintenance works and/or repairs can be performed by Avel Yachting upon request of the Owner at his/her own expenses. The Owner shall beforehand require a quote from Avel Yachting for performing the necessary works.

6.

Avel Yachting commits itself to organize the operations of booking of the boat and accordingly of signing the necessary contracts. The related costs are the responsibility of Avel Yachting.

7.

Avel Yachting pledges to send a boat income statement (set in euros) to the Owner after each charter instalment payment and to transfer his/her part within 15 days after completion of each charter.

8.

This contract is valid from _____ to _____. An early cancellation is possible but at the latest on _____. Contract cancellation should be done in written form. At the end of the contract both parties organise the restitution of the boat together and adhere to it through a restitution protocole.

The duration of the contract can be extended by both parties by signing an additional document mentioning that this contract is valid in its current form for one more year. This additional document is shown in Appendix 3 of the present contract.

9.

All additional agreements and addenda to this contract are legally valid only if they have been presented and approved in written form, and signed by both parties.

10.

In the case one of the parties would not fulfil its obligation, the other party can cancel this contract with a 30 day-notice period.

11.

In case of law changes in Montenegro as well as in the occurrence of force majeure events, Avel Yachting does not take any responsibility; nevertheless the Owner will have to be informed immediately.

12.

Possible disagreement or controversies regarding the present contract will have to be solved amicably. In the case both parties would not come to an agreement, they would have to refer the case the court of Kotor, which is the only one competent.

13.

This contract is issued in 2 copies. Each signing party keeps a copy.

Tivat, *date*

Avel Yachting :

Name of the owner :

Appendix 1: Charter boat takeover protocol

CHARTER INVENTORY LIST

BOAT MODEL AND NAME:	
DEPARTURE DATE:	
RETURN DATE:	
CHARTERER NAME:	
ADDRESS:	
GSM :	
E-MAIL:	

Please carefully check the inventory on board before your departure

<u>ON DECK</u>	check-in	check-out	<u>NEAR THE NAV. TABLE</u>	check-in	check-out
12+1 fenders	0	0	anchorcommand	0	0
4 mooring ropes	0	0	torch	0	0
anchor and el. windlass	0	0	hand bearing compass	0	0
boat hook	0	0	binocular	0	0
spinnaker boom	0	0	GPS	0	0
windy	0	0	VHF	0	0
navigation instruments	0	0	autoradio	0	0
autopilot	0	0	handbooks D,I,E	0	0
cockpit table	0	0	fog reed (horn)	0	0
horse shoe life buoy	0	0	halogene reflector	0	0
220 V cable	0	0	first aid	0	0
bimini with persening – sunsail	0	0	anchorball + conus	0	0
gangway	0	0	radarreflector	0	0
chair to mast	0	0	emergency signals	0	0
2 gas bottles	0	0	floating light	0	0
<u>COCKPIT</u>	check-in	check-out	<u>IN THE TABLE</u>	check-in	check-out
pulling rope	0	0	book of ports Nauticus	0	0
anchor with rope	0	0	WC-shower-card	0	0
bucket,rope,brush,sponge	0	0	boat documents	0	0
hose	0	0	charts I +II	0	0
emergency tiller	0	0	other charts	0	0
handle for bilge pump	0	0	2 triangulars	0	0
fuel can	0	0	case with pencil, eraser, sharpener	0	0
rubberboat	0	0	compasses	0	0
pump and oars	0	0	flags MNE, CRO, ITA	0	0
safety island	0	0			
<u>FRONT CABIN</u>	check-in	check-out	<u>UNDER THE TABLE</u>	check-in	check-out
10 life jackets	0	0	2 fire extinguishers	0	0
8 covers	0	0			
8 pillows	0	0	<u>SALOON</u>	check-in	check-out
8 sheets	0	0	2 winchhandles	0	0
8 fitted sheets	0	0	barometer	0	0
8 pillow covers	0	0	dustpan and broom	0	0
8 lifebelts	0	0			

BAREBOAT CHECK-IN FORM

BOAT MODEL AND NAME:	
DEPARTURE DATE:	
RETURN DATE:	
CHARTERER NAME:	
ADDRESS:	
GSM :	
E-MAIL:	

Please complete the following check list before leaving the harbour and pass to your Avel representative.

- I have payed the turistic tax and parking fee on the reception of the Marina
- All the necessary charts and pilots are on board
- I have been thoroughly briefed and I understand all systems of the yacht, including:
 - Motor function
 - Fridge system
 - Gas system
 - Toilet system
 - Water pump for sweet water and sea water
 - Windlass procedure
 - Inmast furling/slab/single line reefing
 - Water valves
- The inventory list has been checked
- I know or I have been briefed about your sailing area
- The yacht is full of water and fuel
- The yacht's keys and documents are on board
- That the yacht is accepted in good condion

Comments

SIGNATURES

Client

Avel Yachting d.o.o.

THIS CHECKLIST IS MEANT TO ENSURE THAT WE GIVE COMPLETE SATISFACTION TO YOU AND YOUR CREW.
AVEL YACHTING TEAM WISHES YOU A PLEASANT SAILING



BAREBOAT CHECK OUT FORM

BOAT MODEL AND NAME:	
DEPARTURE DATE:	
RETURN DATE:	
CHARTERER NAME:	
ADDRESS:	
GSM :	
E-MAIL:	

Please complete the following check-out list.

- The yacht's documents and keys are aboard
- The inventory sheet has been completed
- The yacht has been filled with sweet water and fuel
- The sails are not damaged, are stowed and fitted
- Bins has been removed
- Empty gas bottles are in the cockpit
- The charts and pilots are aboard
- Ropes on deck are put in order
- The boat is roughly cleaned and put in order
- The hull – keel – rudder are not damaged

Please indicate any existing faults so you will assist us in preparing the boat for the next client and give us some comments on how we can improve our service for you.

Guest's-comments:

With signing and receiving my deposit from Avel Yachting, I confirm that I have no additional claims to Avel Yachting or to my local agent.

SIGNATURES

Client

Avel Yachting d.o.o.

WE HOPE THAT YOU HAVE ENJOYED YOUR HOLIDAY WITH US
»AVEL YACHTING TEAM«

Avel Yachting d.o.o. – Obala Pine bb – PS 45 - 85320 Tivat – Montenegro – tel/fax: +382 32 67 27 03
E-mail: info@avel-yachting.com - www.avel-yachting.com



Appendix 1: Boat taken over in charter management

Boat description and specifications

Appendix 2: Charter price list

Charter price per week in euros

	<i>Period 1</i>	<i>Period 2</i>	<i>Period 3</i>	<i>Period 4</i>	<i>Period 5</i>	<i>Period 6</i>	<i>Period 7</i>
<i>Boat type</i>	<i>Price</i>	<i>Price</i>	<i>Price</i>	<i>Price</i>	<i>Price</i>	<i>Price</i>	<i>Price</i>

Charter price per day in euros

	<i>Period 1</i>	<i>Period 2</i>	<i>Period 3</i>	<i>Period 4</i>	<i>Period 5</i>	<i>Period 6</i>	<i>Period 7</i>
<i>Boat type</i>	<i>Price</i>	<i>Price</i>	<i>Price</i>	<i>Price</i>	<i>Price</i>	<i>Price</i>	<i>Price</i>

PAYMENT CONDITIONS:

50% on reservation, 50% 5 weeks before charter

REFUNDABLE SECURITY DEPOSIT:

1500 EUR (cash, Visa, MasterCard)

INCLUDED IN THE PRICE:

- Inflatable dinghy
- MNE, CRO, UE sailing vignettes
- Genaker or spinnaker

EXTRAS PAYABLE AT THE BASE (17% VAT included):

- Skipper: 120 eur /day + food (cash only)
- Hostess: 100 eur /day + food (cash only)
- Grocery shopping: according to supply list (cash, Visa, MasterCard)
- Additional towel sets: 10 EUR /set (cash, Visa, MasterCard)
- Additional bedlinen sets: 15 EUR /set (cash, Visa, MasterCard)
- Final cleaning 100 EUR /charter (cash, Visa, MasterCard)
- Towel sets (one per person) 10 EUR /set (cash, Visa, MasterCard)
- Outboard engine without fuel 100 EUR /charter (cash, Visa, MasterCard)
- Other extras upon request

DISCOUNTS

2 weeks	5%
3 weeks	10%
Avel repeating clients	5%
Boat show reservation	5%
Early booking (until 01.03)	10%
Last-minute booking (3 weeks before departure)	10%
Last-minute booking (2 weeks before departure)	15%
Maximum overall discount	15%



Appendix 3: One-year contract extension

NAME OF THE OWNER

Address of the owner

Address of the owner

Country

and

AVEL YACHTING D.O.O.,

Obala Pine bb, PS 45

85320 Tivat, Montenegro

Charterer of the boat

agree that the present CHARTER MANAGEMENT CONTRACT shall be extended for one year, that is from *date* to *date + one year*, provided that the following updates will be made:

1. *Update 1*
2. *Update 2*
3. *Update 3*

Tivat, *date*

Avel Yachting :

Owner's name :