

ST. NIKOLA MARINA PORT OF BAR

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CONTRACT No. _____

ON KEEPING AND MAINTENANCE OF VESSELS IN ST.NIKOLA MARINA BAR

Drawn on _____ in Bar, between OMC COMPANY - ST. NIKOLA MARINA (hereinafter referred to as "the Marina") and the vessel owner (hereinafter referred to as "the Owner").

(Name) _____

ADDRESS: _____ COUNTRY: _____

PERSONAL IDENTIFICATION NO: ISSUED AT: _____

TELEPHONE/FAX./E-MAIL: _____

VESSEL DESCRIPTION:

1. Name of the vessel:	11. Year of built:
2. Type of vessel:	12. Type of propulsion:
3. Registration No.:	13. Maker and type of engine:
4. Port of registry:	14. Power (kW):
5. Flag:	15. Engine No.:
6. Length over all: Loa=	16. Value of the vessel:
7. Breadth: B=	17. Insurance:
8. Draught: T=	18. Day of arrival in the MARINA:
9. Construction material:	19. Keeping of vessel: mooring berth: from _____ to _____ on land: from _____ to _____ in hall: from _____ to _____
10. Permit:	

INVENTORY LIST:

1. _____	9. _____
2. _____	10. _____
3. _____	11. _____
4. _____	12. _____
5. _____	13. _____
6. _____	14. _____
7. _____	15. _____
8. _____	16. _____

Article 1

The Marina agrees to assume the responsibility for keeping and maintenance of the vessel of the Owner from this contract.

Article 2

The Marina agrees to provide the berth in accordance with its berthing plan.

Article 3

Services which will be provided in the Marina during the keeping of the vessel are following:

- (a) FOR MOORING BERTH OF VESSELS:
 - 1 Ensures berthing for the vessel and surveillance over berthing rods.
 - 2 Around the clock surveillance of the vessel.
 - 3 Covering the vessel with covers (covers are provided by the Owner).
 - 4 Provides airing of the vessel (at request of the Owner).
- (b) FOR LAND STORAGE OF VESSELS SAME AS UNDER (a).

Article 4

During the stay of vessels in the Marina, the Owner and the crew of the vessel are allowed to:

- use sanitary facilities and showers,
- use drinking water for personal use,
- use parking space for one car per vessel,
- use electricity for lighting on the vessel.

Article 5

On arrival in the Marina for keeping, the list of inventory and other movable items shall be drawn in accordance with the "inventory list". The Marina shall not be held responsible for any items that are not on the "inventory list".

Article 6

The Marina will be liable for damage on the vessel from the moment when the Owner handles in the vessel to Marina for keeping and maintenance. It is considered that the vessel is handed over for keeping and maintenance upon the filling out of the inventory list and handling in the entering form and keys to the boat at the reception. On re-delivering the vessel to the Owner the Marina frees itself of any responsibility for damage that might ensue afterwards, regardless of it if the vessel has left the Marina or if the Owner (or the person authorized by the Owner) is on board in the aquatorium or water area of the Marina. It is considered that the Owner, or the person authorized by the Owner, has taken over the vessel with handing over the keys to the vessel or the entering form of the vessel. The liability of the Marina is restricted by the value of the vessel, which is given in the "Vessel Description" part of this contract and based on the valid insurance of the vessel.

Article 7

Period of absence of the vessel from the Marina shall not be deducted from the annual berth rate, if the Owner wants to keep the berthing place in the Marina. The Owner of the vessel can not sublet the berth to a third party.

Article 8

The start of the service will be charged from the date of the written reservation of berth.

Article 9

For the Marina services in accordance with the Article 3 of this contract, the Owner of the vessel shall pay the amount according to the current price list, quarterly and in advance:

- at cashier's office of the Marina, or
- on the Marina bank account.

The Owner shall bear all payment expenses. In the event that the Owner fails to make a payment when due, interest will be charged in accordance with CBCG interest rates valid for the period in question. Should the Owner cancel the contract before the expiry date he/she will have no right to claim the return of funds.

Article 10

At the request of the Owner, the Marina shall provide additional services within its capabilities and resources available, and in accordance with a special agreement. After the performance of these services no reclamations shall be accepted. The Owner shall pay for the additional services immediately after services performed and in accordance with the Marina price list.

Article 11

The Marina shall be liable for damage on the vessel which have ensued as a result of a sole fault of the Marina (or their employees) while the vessel is under its surveillance, whether while being land stored or moored in the water area of the Marina, as well as for any damage to other vessel caused by the vessel of the Owner while under surveillance in the Marina.

Article 12

The Marina shall not be held responsible for any damage:

- caused by an act of God,
- caused by malpractice, inexpert or malicious act or heavy negligence of the Owner or assistant, crew or other people on board,
- caused by lack of maintenance, negligence and worn out condition of the vessel,

- on the part of the vessel with hidden defect, as well as for expenses of replacement of parts of the vessel caused by the hidden defect,
- on the property of the Owner of the vessel, rented property or property of his cooperators,
- on a third party property,
- in case of death or physical injury of any person,
- caused by fire, explosion if rules on protective measures have not been complied with,
- caused as a result of expenses of removing a wreck, or certain parts thereof and even in cases when removals have been ordered by the Administration,
- due to pollution of sea, beaches, harbors, vessels or other property or interests of a third party,
- due to war, strikes, demonstrations and similar events,
- caused by inexpert electric wiring or plumbing, performed by the Owner, from a pier connection to the vessel, and for any damage caused by cracking of securing lines placed by the Owner from the pier to the vessel,
- caused by non-compliance with General Specifications on conditions and methods for maintaining order at the St. Nikola Marina,
- caused by non-compliance with port and other administrative regulations.

Article 13

The Marina undertakes to perform all works exercising due diligence and in accordance with rules of the profession. All works on the vessel shall be done exclusively by the Marina employees, except works done in a warranty period which can be done, at will, by the Owner of the vessel. If the work on the vessel is done by the Owner or a certified service (for works done in a warranty period), the Owner shall inform the Marina and describe the works in writing. For works done by a third party on the vessel in the Marina, on request of the Owner, and on approval of the Marina, the Owner shall pay a stipulated amount to the Marina.

Article 14

Upon termination of the original term of this contract, the contract will be automatically extended for one successive year under same conditions, unless one of the contracting parties gives notice in writing that the contract will not be extended or that some parts of the contract have changed. The notice must be given at least 30 (thirty) days prior to the end of the original term.

Article 15

In the event the Owner fails to comply with any of the provision of this contract regarding payment when due, and after a written notice from the Marina fails to cure the default within 8 days, this contract will terminate on the eight day upon the reception of the notice by the Owner.

In the event that the written notice could not be delivered to the Owner due to his change of address without informing the Marina of this change, the contract will terminate on the eight day upon the reception by the Marina of the return mail with the addressee unknown. The Owner of the vessel with this contract gives permission that, in the case of the circumstances given in the first paragraph of this article, the vessel is removed and stored on land at Owner's expense, and that it should stay there until the settlement of the debt which will include the interest fees calculated at the CBCG for means on term over one year period and applying from the day when the payment was due to day of the payment. In addition, the Owner shall be responsible for payment of the vessel' storage on land fees and its lowering into sea. In the event that the Owner of the vessel fails to settle the debt with the Marina, including mooring berth of vessel, lifting the vessel on land and its storage on land, within one year after the termination of this contract, the Owner gives permission to the Marina to sell the vessel through public auction and reimburse expenses incurred. After the termination of the contract for the reasons given in the first paragraph of this article, should the Owner wish to sign a new contract with the Marina, he/she will have no special rights regarding the waiting list for berthing in the Marina.

Article 16

In the event of possible disputes arising from this contract, the contracting parties will try to come to a mutual agreement. If the parties cannot settle the matter between themselves, the matter will be settled by the court of appropriate jurisdiction. For interpretation of this contract the valid text of the contract will be in Serbian language.

Article 17

This contract is established in two identical copies, one for each of the contracting parties, and both copies will be signed by the contracting parties.

OWNER:

OMC St. NIKOLA MARINA:

M.P.