

	<p style="text-align: right;"><b>GRAND HOTEL LAV d.o.o.</b>  GRLJEVAČKA 2/A, 21312 PODSTRANA, HRVATSKA  OIB: 44693068925; PDV ID: HR44693068925; MBS: 060185094  Tel: +385 21 500 388; Fax: +385 21 500 387  e-mail: <a href="mailto:info@marinalav.hr">info@marinalav.hr</a>  <a href="http://www.marinalav.hr">www.marinalav.hr</a></p> <p style="text-align: center;">OTP banka d.d., Domovinskog rata 61, 21000 Split, Hrvatska  <b>IBAN: HR79 2407000 1500022733, SWIFT-BIC: OTPVHR2X</b></p>
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**GRAND HOTEL LAV d.o.o.** having its registered seat in Podstrana, Grljevačka 2/A, personal identification number (OIB): 44693068925, register number (MBS): 060185094 (further in text: **GHL**),

on 2019 renders the following:

## **GENERAL TERMS AND CONDITIONS OF THE BERTH LEASE AT NAUTICAL TOURISM PORT – MARINA LAV**

### **1. GENERAL PROVISIONS**

1.1 General terms and conditions of the berth lease at nautical tourism port – marina Lav (further in text: Terms) shall apply when entering into the Contract on usage of berth (further in text: Contract) and they are its integral part and they shall apply every time **GHL** provides service of berth – placing the vessel to berth user at nautical tourism port - marina Lav (further in text: Marina).

1.2 Terms apply and are valid for all berth users, owners of vessels, their authorized representatives as well as all other natural persons and legal entities using the services of **GHL** in Marina, from the moment of entry of the vessel into Marina and for the entire time of stay.

1.3 **GHL** is entitled at any time unilaterally change and/or amend the Terms.

1.4 Contract on usage of berth considers to be entered into when the parties agree on essential parts of the contract.

### **2. PLACE FOR MOORING AND REPLACING THE VESSEL**

2.1 **GHL** with its berth plan i.e. Marina manager determines place for mooring vessels – berth for vessel.

2.2 For safety or any other justified reason, **GHL** reserves the right to replace the vessel at any time to new i.e. other berth, without any prior question or consent of the berth user or anybody else.

2.3 The vessel shall be considered taken over when the documents necessary for departure have been taken over by the berth user, owner of the vessel or their authorized representatives. Thereupon, **GHL** shall not be held responsible for any liabilities, regardless of whether the vessel is berthing or is at sea.

 <p>MARINA LAV 43° 29' 30" N 16° 32' 05" E</p>	<p><b>GRAND HOTEL LAV d.o.o.</b>  GRLJEVAČKA 2/A, 21312 PODSTRANA, HRVATSKA  OIB: 44693068925; PDV ID: HR44693068925; MBS: 060185094  Tel: +385 21 500 388; Fax: +385 21 500 387  e-mail: <a href="mailto:info@marinalav.hr">info@marinalav.hr</a>  <a href="http://www.marinalav.hr">www.marinalav.hr</a>  OTP banka d.d., Domovinskog rata 61, 21000 Split, Hrvatska  IBAN: HR79 2407000 1500022733, SWIFT-BIC: OTPVHR2X</p>
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### 3. OBLIGATIONS OF BERTH USER

3.1 Berth user or his/her authorized representative acting as berth user, the crew and other persons on board the vessel are required to:

- deliver a copy of the registration certificate of vessel, copy of a hull insurance policy, copy of insurance policy with the third part liability and registration of the vessel (entry/departure) to custom authorities or to port authority, all when entering into the Contract on usage of berth;
- abide by all provisions of these Terms;
- abide by all other valid acts of GHJ which are binding from the moment of entry of the vessel into Marina and for the entire time of stay, which acts include Regulations on maintaining order in the nautical tourism port - Marina Lav, General terms and conditions of the berth lease at Marina, Privacy statement and valid price list of GHJ for services in Marina;
- use berth in accordance with the Contract and its purpose as a good businessman or good householder;
- maintain vessel and equipment of the vessel in good and proper seaworthiness condition pursuant to valid laws and regulations and to equip the vessel with quality and appropriate mooring ropes and fenders and maintain them for the entire time of stay at Marina. In case berth user neglects maintenance of yacht or vessel, GHJ can terminate the Contract and is entitled to request compensation of damages;
- keep the vessel and equipment with care of good businessman or good householder. If GHJ finds that berth user or his/her authorized representative acting as berth user, crew and other persons on board the vessel does not handle the property with due care and attention, GHJ may take necessary steps to protect the property at the expense of the berth user;
- keep the entire movable equipment of the vessel indicated in the Inventory list in the locked part of the vessel;
- report every change in the equipment indicated in the Inventory list;
- deliver the keys of the vessel regularly at the Marina's reception office. GHJ is not responsible for the vessel for which the keys are not at the Marina's reception office;
- comply with all applicable laws and regulations concerning stay and navigation within the territorial sea of the Republic of Croatia;
- report every departure (personally, by phone or ili radio station);
- switch off all the electrical and water supply connections before leaving the vessel; if not done so, the personnel of GHJ is allowed to switch the connections off, without prior notice;
- equip the vessel with fire-prevention equipment, which shall function efficiently on the vessel itself. GHJ may request to equip the vessel with additional fire-prevention equipment if GHJ finds current equipment insufficient;

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SHARE CAPITAL: 21.912.800,00 €, completely paid  
MANAGEMENT BOARD: Dijana Vujević and Ömer Lutfi Müftüler

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- attach visible name or registration designation to the vessel. If berth user fails to do so, GHL may attach the appropriate labels at the expense of the berth user;
- equip the vessel with a quality cover. If the personnel of GHL spots any lack in the specified equipment, GHL may amend the same at the expense of the berth user, without prior notice;
- compensate damage incurred to the vessels, automobiles or equipment of third parties caused by the berth user, owner of vessels, their authorized representative or crew member or other persons on vessel, or caused by poor maintenance of the vessel and/or its equipment;
- tie the vessel correctly according to instructions of personnel of GHL. If the vessel is not tied or is not tied properly, personnel of GHL shall tie the vessel at the expense of the berth user.

#### **4. RESPONSIBILITY FOR DAMAGES – RESPONSIBILITY OF GHL**

4.1 GHL is only responsible for damages caused by personnel of GHL while working in Marina intentionally or by gross negligence.

4.2 GHL is not obliged to compensate damages occurred on any other basis, other than stated in Article 4.1 of Terms, and especially is not obliged to compensate damages in following cases:

- damages caused by force majeure;
- damages caused by a storm;
- damage caused by war, events similar to war, strikes, civil unrest, vandalism and events similar to them;
- damages caused by theft of the vessel, vehicle, equipment and similar;
- damages under the title of loss of time, earnings, taking late holiday and similar;
- damages caused because of hidden faults on the vessel;
- damages caused because of out-of-date or incorrect electrical, plumbing or water installations on the vessel, incorrect installation in the vessel to the connection on the pier;
- damages caused by absence of maintenance, neglect or wear and tear of the vessel or equipment;
- damages or disappearance of the equipment which is not included in the inventory list;
- damages or disappearance of the equipment which is included in the inventory list, but was not locked inside the vessel, or which disappeared without any signs of breaking and entering;
- damages caused by freezing;
- damages caused by rodents;
- damages on the vessel caused by any act and/or omission of berth user, owner of vessel, their authorized representative or crew member or other persons on vessel;
- damages caused by non-compliance with the Terms or other valid acts of GHL;

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- damages caused by non-compliance with the customs, port and other administrative and/or other laws and regulations;
- disappearance of fenders, anchors, ropes, propellers, dinghies, outboard engines and other equipment made available to the third parties by the berth user or owner of the vessel which do not require breaking and entering to be reached;
- damage incurred to all of the vessel's technical instruments and machines, except for the damages resulting from sinking, fire, explosion, theft or loss of the vessel, all caused by fault of GHL;
- damages caused to the vessel by another vessel;
- damage caused by acts or omissions of third parties, including the damage for which one is held responsible through objective liability by means of implementation of the institute of liability for damage caused by a dangerous thing or act;
- damages caused by harmful emissions from air or sea, of natural origin or caused by act, omission or negligence of a third person.

## 5. RESPONSIBILITY FOR DAMAGES – RESPONSIBILITY OF BERTH USER

5.1 Berth user is obligated to insure the vessel and its equipment against the usual risks. Vessels that are not validly insured shall not be accepted to the Marina, i.e. no liability shall be borne for any damage incurred to such vessels.

5.2 Berth user unconditionally and irrevocably declares that it is insured from liability to third persons based on all grounds, for the entire time period of Contract, and expressly frees GHL from performing any validation of his/her insurance policy.

5.3 Berth user unconditionally and irrevocably declares that it is adequately insured by insurance policy for all damages, for the entire time period of Contract, including burglary on the vessel and vehicles, as well as for damages resulting by stealing and damaging of vessel, vehicles, equipment and similar. Berth user expressly frees GHL from performing any validation of his/her insurance policy.

5.4 Berth user is obligated to compensate any and all damages, material and non-material, to GHL or to third persons, namely any and all damages caused to GHL and/or third person in Marina area i.e. area within competence of GHL by berth user and/or his/her vessel, vessels, crew or guests.

5.5 Berth user is especially responsible for damages which may occurred for using the vessel contrary to Contract and purpose of the vessel, regardless if the vessel was used by berth user or person authorized by berth user or other person to whom berth user left the vessel for use.

5.6 With day of expiration of contracted time period of vessel on berth in Marina, regardless if the Contract is entered into or is automatically prolonged, ceased every responsibility of GHL regarding the

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vessel, and any damages occurring upon expiration of contracted time period shall be responsibility of berth user.

## 6. TRANSFERABILITY OF THE CONTRACT (BERTH IN MARINA)

6.1 Berth user cannot permanently or temporarily lease the berth in Marina to third persons and/or in any other way dispose with berth towards third persons and/or leave the berth for use without authorization to anybody else, and the Contract is not transferable on other persons and/or vessels, except if berth user and GHL have not agreed otherwise in written.

6.2 For vessels leaving the Marina for a period longer than one day, berth user must give notice of his/her departure (in person, by phone or radio link), and at least one day before arrival, notice office in Marina by telephone or radio station (channel 17). The vessel's absence from the Marina shall not be deduced from the berth usage fee in any way.

6.3 During the absence of the vessel, GHL can temporarily give the berth to another berth user.

## 7. BERTH USAGE FEE

7.1 Berth user is obliged to pay berth usage fee i.e. fee for placing the vessel on annual or monthly berth in advance and pursuant to Contract i.e. invoice issued by GHL. Otherwise, daily berth usage fee will be charged.

7.2 Use of berth is possible only by the vessels for which the fee is paid, and by leaving before expiration of the Contract berth user does not retain the right to transfer the Contract on other vessels, but new contract must be concluded. For default payments, statutory default interest shall be charged, in accordance with positive laws and regulation of Republic of Croatia.

## 8. OTHER

8.1 Berth user must not use any part of the port, objects, vessels and vehicles which are to be found inside Marina or on property of GHL for commercial use.

8.2 If GHL finds that berth user for the time period of the Contract sold the vessel without notifying GHL, GHL reserves the right to terminate the Contract.

8.3 Berth user agrees that GHL is entitled, without any further question or permission, to exercise the right of retention, that is the right to retain the vessel with appurtenances on contracted berth or allocating the vessel to another safe berth or on land until full payment of fee for usage of berth and other

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claims from the Contract and claims regarding the stay and retention on berth after expiration, cessation, termination or cancellation of the Contract. Berth user takes all risks and new expenses incurred regarding the same, together with applicable statutory default interests.

8.4 If berth user does not settle the outstanding debts towards GHL within 60 days upon the date of expiration of the berthing period, regardless if the Contract is entered into or is automatically prolonged, GHL is entitled to initiate court proceeding and request to settle its claim by means of selling the vessel or its parts. Berth user agrees that in case of default of payment of any berth usage fee in accordance with deadlines, GHL acquires a lien on the vessel

8.5 Use of the vessel or work on the vessel by persons who are not the contracting parties is allowed only with written authorization of berth user.

## 9. FINAL PROVISIONS

9.1 Any and all changes and amendments of these Terms will be published on notice board in Marina and will be integral part of these Terms. Valid version of these Terms will be also available on website of GHL, and all natural persons and legal entities using the port i.e. Marina must at all times comply with (at the time) valid Terms.

M.P.

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**GRAND HOTEL LAV d.o.o.**  
represented by Dijana Vujević, director