

# CONTRACT ON USAGE OF BERTH IN MARINA LAV

## No.

Concluded in Podstrana on:

between the company **GRAND HOTEL LAV d.o.o.**, Grljevačka 2/A, 21312 Podstrana, Republic of Croatia, personal identification number (OIB): 44693068925, registration number (MBS): 060185094, Telephone: +385 21 500 388, Fax: +385 21 500 387, e-mail: info@marinalav.hr, solely and individually represented by Mrs. Dijana Vujević, member of the Management Board (hereinafter referred to as: **GHL**)

and

## User of the berth:

### Owner of the vessel:

Name and surname/Company name:

OIB:

VAT ID:

### **Address:**

Postal code:

City:

Street:

Country:

Passport number/ID number:

Citizenship:

### **Contact:**

E-mail:

Mobile phone:

Telephone:

Fax:

### User of the vessel/berth:

Name and surname/Company name:

OIB:

VAT ID:

(hereinafter referred to as: **User of the berth**)

### **Address:**

Postal code:

City:

Street:

Country:

Passport number/ID number:

Citizenship:

### **Contact:**

E-mail:

Mobile phone:

Telephone:

Fax:

In case when **User of the berth** is not the owner of the vessel from the Article 1.1 of this contract, **User of the berth** is obliged to deliver to **GHL** an authorization in which the owner of the vessel authorized **User of the berth** to use the vessel.

About any change of information about the contracting parties, **GHL** and **User of the berth** shall inform each other in a way as determined in the Article 8.1 of this contract, within 7 (in words: seven) days from the day the change occurred.

## Subject of the contract

### Article 1

1.1. **GHL** is herewith obliged to allow the usage of the berth in Marina Lav to the **User of the berth**, exclusively for the following vessel:

1. Name and label of the vessel:
2. Model of the vessel:
3. Type of the vessel:
4. Ship flag:
5. Registry port:
6. Overall length ( m ):
7. Maximum width ( m ):
8. Draft ( m ):
9. Weight ( kg ):
10. Material of construction:
11. Construction year:
12. Hull number:
13. Type of engine:
14. Engine power (Kw):
15. Type of fuel:
16. Engine number:
17. Insurance:
  - Hull insurance:
  - Insurance policy number:
  - Insurance period:
  - Amount up to which the vessel is insured:
18. Proof of ownership:
19. Vessel document type and number:
20. Date of arrival to the berth:

1.2 It is mutually agreed and determined that the term „overall length“ of the vessel does not relate to overall length as declared in the documents of the vessel, but means the total length of the vessel which includes all equipment and extensions, such as anchor, bowsprits, swimming platforms, davits, gangplank, etc.

1.3 **User of the berth** hereby irrevocably and unconditionally guarantees and confirms that throughout the duration of this contract, he will be insured from liability to third parties on all basis.

1.4 About any change of information from the Article 1.1 of this contract **User of the berth** shall inform **GHL** in a way as determined in the Article 8.1 of this contract, within 7 (in words: seven) days from the day the change occurred.

### Duration of the contract

#### Article 2

2.1 This contract is entered into for a definite i.e. limited period of time, as follows:

**from:**

**to:**

2.2 In case **GHL** does not receive a written notice of termination of this contract from **User of the berth** at least 30 (in words: thirty) days before the date of expiration of this contract as determined in the Article 2.1 of this contract, **GHL** and **User of the berth** mutually agree that this contract shall be considered automatically prolonged for the time period of 12 months.

2.3 In case **User of the berth** does not deliver the written notice of termination within the deadline as stated in the Article 2.2 of this contract, and in a way determined in the Article 8.1 of this contract, or is late with the delivery of the notice and delivers the notice at least before the date of the expiration of the contract from the Article 2.1, **GHL** may accept such late notice of termination, but with the obligation of **User of the berth** to pay damages to **GHL** in the amount of 1.000,00 Eur, in which amount value added tax (VAT) is included.

2.4 **User of the berth** is obliged to take over the vessel from the Article 1.1 of this contract on the last day of the usage of berth, i.e. on the day of expiration of the agreed period of time as determined in the Article 2.1 of this contract, i.e. Article 2.2 of this contract, and no later than 2 PM that day.

## **Berth usage fee and way of payment**

### **Article 3**

3.1 **GHL** is obliged to give a berth in Marina Lav for the duration of this contract to **User of the berth** according to technical characteristics of the vessel and a valid price list of **GHL**, and **User of the berth** is obliged to pay a fee for the usage of the berth as determined in the Article 3.2 of this contract.

3.2 Berth usage fee during the agreed time period from the Article 2.1 of this contract, including VAT, amounts to:

#### **TOTAL:**

3.3 **User of the berth** is obliged to pay the total amount of berth usage fee from the Article 3.2 of this contract within 7 (in words: seven) days from the date of entering into this contract, i.e. within 7 (in words: seven) days from the date of automatic prolongation of this contract pursuant to the Article 2.2 of this contract, as follows:

a) to the account of **GHL**, IBAN number: **HR79 2407000 1500022733**, opened with OTP banka d.d., with its registered seat in Split, Domovinskog rata 61, Swift: **OTPVHR2X**;

or

b) at the reception of **GHL**.

3.4 If **User of the berth** fails to pay the fee as determined in the Article 3.2 of this contract within the time period and in a way as foreseen in the Article 3.3 of this contract, regardless if the contract is entered into or is automatically prolonged, the contract shall be considered as terminated and **User of the berth** shall be charged for the time period spent in Marina Lav according to a fee for daily berth, pursuant to the valid price list of **GHL**.

3.5 If **User of the berth** does not take over the vessel from the Article 1.1 of this contract on the last day of the usage of berth, i.e. date of expiration of this contract as determined in the Article 2.4 of this contract, regardless of the fact if the contract has been entered into or was automatically prolonged, for the time spent in Marina Lav after the day of expiration, **User of the berth** will be charged with the fee for daily berth, pursuant to the valid price list of **GHL**.

3.6 Other services offered by **GHL** within its scope of activity **User of the berth** is obliged to pay according to the issued invoice immediately after the service has been performed, which includes the tourist tax and/or other fees and/or other charges that **GHL** paid for/instead of **User of the berth**.

3.7 For all default payments **GHL** shall charge statutory default interest.

## Consent to relocation of the vessel

### Article 4

4.1 **User of the berth** hereby confirms that he is informed and agrees that **GHL** can, due to justified or safety reason, relocate the vessel from the Article 1.1 of this contract to a new berth, without any consent needed from **User of the berth**.

### Article 4a

4a.1 GHL and the User of the berth mutually agree that during the period of validity of this Contract, i.e. in the period from October 2026 until end of June 2027, works on the construction, reconstruction and extension of the breakwater of the Marina "LAV" with sailors' house are planned and that for the purpose of the unobstructed and safe performance of the above-mentioned works, the vessel from Article 1.1. hereof, at the request of GHL, shall leave the port and Lav marina.

4a.2 GHL shall inform the User of the berth of the above-mentioned obligation to leave the berth and Lav marina not later than 3 (three) months before the date when the User of the berth is required to fulfill the above-mentioned obligation, and the User of the berth shall duly fulfill its obligation under the threat of termination of this Contract and/or moving the vessel at the risk and expense of the User of the berth by GHL to any other location as decided by GHL and compensation for any damage whatsoever that GHL may sustain as a result of the failure of the User of the berth to fulfill the above-mentioned obligation.

4a.3 GHL shall immediately upon completion of the works from Article 4a.1. hereof and when all other conditions for continued use of Lav marina berths/services by the User of the berth are met, notify the User of the berth thereof and call for it to continue using the berth assigned to it on the specific date and time. GHL shall send the above-mentioned notification to the User of the berth not later than 30 (thirty) days in advance, and it shall be considered that the User of the berth has continued to use the berth in the Lav marina based on this Contract from the day and time thus determined. Berth assigned to the User of the berth by GHL in the manner thereof shall primarily be the same berth (same position in the Lav marina) as previously assigned/used, but if for any reason whatsoever (and which GHL is authorized to determine at its sole discretion) that is not possible, it will be assigned the berth with the most similar properties, to which the User of the berth expressly agrees.4a.1

4a.4 For the avoidance of doubt, GHL and the User of the berth mutually agree that while being absent from the berth and Lav marina, the rights and obligations of the contracting parties from this Contract are suspended. This shall particularly mean that the validity of this Contract is extended for the time equal to the duration of absence from the berth and Lav marina (e.g. from 06 October 2026 until the date on which the use of berth was enabled, that date included, from the initially agreed period of validity of this Contract, 9 months and 5 days have been used, meaning that 2 months and 24 days have remained unused, and the User of the berth shall exercise its right to use the berth for a period of 2 months and 24 days as of the day it continued to use the berth in the Lav marina pursuant to the notification from Article 4a.3 hereof and the fee for the berth use for the specified period shall be paid from the advance payment already paid under this Contract).4a.4 For the avoidance of doubt,

4a.5 The **User of the berth** hereby confirms and guarantees that during and in relation to the suspension of the rights and obligations arising from or in relation to this Contract, it has no and shall have no claims against **GHL**, which particularly means that it is not entitled to a refund for the unused share of the advance payment for berth, nor to claim any other compensation or expense and similar from **GHL** and also hereby irrevocably and unconditionally waives all such rights and claims, except for the rights from Article 4a.4. hereof.

## General terms and other acts

### Article 5

5.1 **User of the berth** hereby confirms that he is informed that on users of the berth in Marina Lav certain acts of **GHL** are applied, which are binding for all users from the moment of entry of the vessel into Marina Lav 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 Lav,
- Privacy statement
- Price list of **GHL**.

5.2 **User of the berth** hereby confirms that he is informed that **GHL** is authorized at any moment to unilaterally change and/or amend acts from the Article 5.1 of this contract, and in relation to that confirms that he is informed that he must at all times comply with (at the time) valid acts of **GHL**. Further on, **User of the berth** hereby confirms that he is informed that valid version of these acts is available on the website of **GHL** (<http://www.marinalav.hr>).

5.3 **User of the berth** hereby confirms and guarantees the accuracy and correctness of all information stated in the inventory list which inventory list forms an integral part of this contract.

5.4 **User of the berth** hereby agrees that, without the prior written consent of **GHL**, it shall not use the business address or geolocation of **GHL**'s premises, i.e. Hotel Le Méridien Lav, or of its nautical tourism port „marina Lav“ in any manner that would indicate or suggest, on any platform, website, or location-based service, including but not limited to Google Maps, that the User of the berth operates at **GHL**'s or Hotel Le Méridien Lav location. In the event of a breach of this agreement, the **User of the berth** shall be required to remove the disputed content within 3 (three) days as of written request from **GHL** and **GHL** reserves the right to claim damages and this breach shall constitute grounds for unilateral termination of the contract.

## Termination of the contract

### Article 6

6.1 **User of the berth** may terminate this contract in a written form at any time, except in case from the Article 2.3 of this contract when **User of the berth** is late with the delivery of the written notice of termination from the Article 2.2 of this contract.

6.2 **GHL** may terminate this contract in a written form at any time, and especially in the following cases:

- if **User of the berth** does not act in accordance with any provision of this contract and/or provisions of any act of **GHL** that is applicable in Marina Lav, especially referring to acts from the Article 5.1,

- if **User of the berth** is in default with the payment for other services which he uses in Marina Lav.

6.3 Regardless of which contracting party terminates the contract, a notice period of 30 (in words: thirty) days is applied, except if the contracting parties had agreed otherwise.

6.4 **GHL** and **User of the berth** mutually agree that in case of cessation of this contract for any reason and manner whatsoever, in particular in case of termination of this contract, regardless of which contracting party terminates the contract, **GHL** is not obliged to refund the berth usage fee or part of the berth usage fee from the Article 3.2 of this contract as well as any other reimbursement which User of the berth has paid to **GHL** on the basis and/or arisen from the contract.

## **Dispute resolution**

### **Article 7**

7.1 **GHL** and **User of the berth** shall try to amicably resolve any disputes arising from this contract.

7.2 All disputes arising from or in relation to this contract, including but not limited to disputes concerning valid creation, violation and/or termination, as well as the resulting legal effects arising from it, shall be finally resolved before the competent court in Split, and with application of Croatian substantive law with exclusion of application of the Croatian private international law.

## **Notification**

### **Article 8**

8.1 Every notice and/or agreement and/or consent and/or and/or other statement which are given by the contracting parties on the basis of this contract must be in a written form in Croatian or English language pursuant to the information from the introductory part of this contract, and shall be considered as valid and applicable if it is delivered in person and/or by registered mail with proof of delivery and/or electronic mail. It shall be considered that the notice and/or agreement and/or consent and/or other statement has been given to the other party at the time of receipt.

## **Final provisions**

### **Article 9**

9.1 **GHL** and **User of the berth** mutually agree that this contract is not transferable on other persons and/or vessels, except if the contracting parties have not agreed otherwise.

9.2 **User of the berth** confirms that gates, system for mooring the vessels and other significant parts of Marina Lav are in condition that meets the needs of the vessel from the Article 1.1 of this contract. Berth consists of maritime surface sufficient to accommodate the concerned vessel, corresponding part of the pier for approach to the vessel, anchor block and chain attached to it. All ropes that are used for mooring the vessel are in ownership of **User of the berth**. **User of the berth** uses the berth on its own responsibility.

9.3 **User of the berth** hereby confirms that he has read and understood this contract, General terms and conditions of the berth lease and Regulations on maintaining order from the Article 5.1., and that he accepts the rights and obligations arising from them.

9.4 This contract is made in 2 (in words: two) counterparts, of which each party shall keep 1 (in words: one) counterpart.

**GHL:**

STAMP

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**GRAND HOTEL LAV d.o.o.**

represented by the member of the Management Board Duje Božiković

**User of the berth:**

STAMP

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