



ZENAN JOY YATÇILIK SANYİ VE TİCARET LTD. ŞTİ.
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TERMS & CONDITIONS

Clause 1. Content of the Agreement

The yacht operator undertakes to provide the charterer with the yacht specified as the subject of the lease during the lease period. The lease period is specified in boxes 11a and 11b above. The charterer agrees and undertakes to pay the rent and use the yacht subject to the terms of this agreement within the lease period, and to deliver the yacht to the owner of the yacht in accordance with the terms of this agreement at the end of the lease period.

Clause 2. Delivery of the Yacht to the Charterer

The yacht management undertakes to deliver the yacht specified as the subject of the lease to the charterer at the location specified in box 12. The yacht management agrees and undertakes to deliver the yacht subject to the lease to the charterer in a seaworthy, clean, and ready-to-sail condition, insured against risks legally required, and in compliance with the regulations required by the flag state. The yacht management has the right to appoint a captain to take the yacht to sea if the charterer has doubts about their competence to operate the boat. The skipper's fee will be paid by the charterer. In the event of such a situation, the charterer does not have the right to terminate the contract, and must comply with the management's decision to appoint a skipper. Otherwise, the yacht management has the right not to deliver the yacht to the charterer and not to refund the rent.

Clause 3. Return of the Yacht by the Charterer to the Yacht Management

The charterer agrees and undertakes to deliver the yacht specified as the subject of the lease to the delivery location specified in box 13, 16 hours before the date and time specified in box 11b, with full fuel and empty waste tanks. The charterer agrees to return the yacht in the condition it was received on the date of delivery. The charterer is responsible for any damage to the yacht and agrees that the damage will be deducted from the damage deposits. If desired, the Charterer can return the yacht before the end of the lease period. If the charterer returns the yacht complete and on time, the cash deposit or mail order form taken as a deposit will be immediately refunded. The charterer agrees to bring the yacht to the delivery port by 16:00 on the date specified in box 11b, after refueling, and to wait in line for Check-out. The charterer agrees to pay a penalty of 100 EURO for every hour of delay before 18:00 and 200 EURO for every hour of delay after 18:00, which causes a delay in the operation plan. The charterer who carries out the Check-out process of the yacht has the right to stay on the yacht in the evening and agrees to vacate the yacht at the time given to him in the morning.

Clause 4. Navigation Area of the Yacht

The charterer agrees and undertakes to use the yacht specified as the subject of the lease within the navigation area specified in box 14. If the charterer goes outside the navigation area, the management may unilaterally terminate the contract. In this case, the charterer cannot make any claims, and the charterer is responsible for all financial and moral damages that may arise.

Clause 5. Maximum Number of Persons Allowed to Travel with the Yacht and Their Health Conditions – Responsibility for Unaccompanied Persons Traveling with the Yacht

The charterer agrees not to use the yacht with more people than the maximum capacity of people allowed to travel with the yacht during the lease period. The charterer accepts sole responsibility for the safety of all persons on board during the lease period and acknowledges that the yacht management has no responsibility in this regard. The charterer guarantees that the health conditions of the persons who will travel with the yacht during the lease period are suitable for sailing. The charterer is personally responsible for obtaining all necessary visas and vaccinations for the countries to be visited with the yacht, in compliance with the navigation area specified in box 14.

Clause 6. Crew Assigned by the Yacht Management at the Request of the Charterer

The yacht management agrees and undertakes to equip the yacht with a crew suitable for the qualifications required by the flag state at the request of the charterer. If the yacht exceeds its capacity with the additional crew requested by the charterer, the charterer agrees to rent a yacht suitable for the capacity offered by the yacht management.

Clause 7. Authority and Responsibilities of the Skipper Appointed at the Request of the Charterer

The crew appointed by the yacht management upon the request of the charterer will comply with reasonable instructions given by the charterer in the management of the yacht's voyage, to the extent permitted by weather conditions, safety of navigation, and other conditions. The charterer agrees not to make requests or demands that are contrary to laws and customs from the personnel assigned to the boat. If the yacht exceeds its capacity with the additional crew requested by the charterer, the charterer agrees to rent a yacht suitable for the capacity offered by the yacht management.

Clause 8. Rent and Rental Payments and Terms

The rental fee is specified in box 15. In case of any cancellation request:
If the cancellation is made 90 days or more before the rental date; a fixed cancellation fee of €300 euro, if the cancellation is made within 89 to 69 days before the rental date; 30% of the reservation fee,
If the cancellation is made within 68 to 36 days before the rental date; 50% of the reservation fee,
If the cancellation is made within 35 to 0 days before the rental date; 100% of the reservation fee will be charged. The Charterer agrees to be responsible for the cost of fuel consumed on the yacht, all food and beverages, all port and customs fees, all water and electricity obtained from the ports visited, port and accommodation expenses, obtaining the transit log, and cleaning expenses during the lease period.

Clause 9. Delay by Owner in Delivery of Yacht to Charterer

If the yacht management cannot deliver the yacht specified as the subject of the lease to the charterer at the agreed-upon delivery location at the beginning of the lease period for any reason other than force majeure, the yacht management undertakes to deliver another yacht with a capacity equal to the bed capacity of the yacht specified as the subject of the lease, and the charterer agrees to rent this yacht for that lease period. If this commitment cannot be fulfilled by the yacht management, the yacht management agrees to pay the charterer the pro-rated portion corresponding to the daily rent for the period of delay in delivering the yacht specified as the subject of the lease.

Clause 10. Delay in Delivery of the Yacht to the Management by the Charterer

If the charterer cannot deliver the yacht specified as the subject of the lease to the owner at the agreed-upon return location at the end of the lease period for any reason other than force majeure, the charterer agrees to pay the owner a portion corresponding to the daily rent for each day of delay in delivering the yacht and also agrees to compensate for any loss of rent.

Clause 11. Use of the Charter Subject Yacht by the Charterer

The charterer declares and undertakes that in order to use the charter subject yacht, they have a valid yacht operating license accepted by the flag state and insurance. charterer who do not possess this document agree and undertake that the vessel operator may request a skipper with the necessary license. The charterer undertakes and accepts that the charter subject yacht will be used in accordance with the rules and regulations of the state in territorial waters by themselves and their guests. The lessee accepts and undertakes not to navigate in bad weather conditions, and if necessary, to reduce the sails or close them completely without subjecting the yacht to undue stress. In the event that the charterer or their guests' behavior and actions in territorial waters contradict the rules and regulations of the state, resulting in the charter subject yacht being arrested, seized, or subjected to similar sanctions, or if the yacht management of the charter subject yacht is sentenced to any criminal or administrative fines or similar obligations due to their behavior and actions, the lessee agrees and undertakes to cover all damages and expenses incurred by the vessel owner, and acknowledges the right to unilaterally terminate the lease agreement without any refund of the charter fee. The charterer accepts and undertakes that the charter subject yacht will be used for legal purposes and will not carry any illegal substances on board. They agree that no passengers other than those declared in the transit log will be transported on board, the yacht will not participate in races, other yacht will not be towed except for emergency situations, and travel will not be conducted in bad weather conditions and at night unless necessary. The charterer is responsible both financially and morally for all damages and losses caused to third parties.

Clause 11.1 Use of the Charter Subject Yacht Outside Turkish Territorial Waters

The charter subject yacht is subject to permission for cabotage voyages, and its use outside Turkish territorial waters results in it falling outside the insurance coverage. The charterer is responsible for all damages and losses that may arise. In case of use outside Turkish territorial waters, punitive action will be taken.

Clause 11.2 Qualified Use of the Charter Subject Yacht

Any damages and liabilities arising from the use of the yacht in violation of the provisions state din Appendices 1 and 2 will be the responsibility of the charterer. If there is an assigned captain for the chartered vessel, the captain is responsible; if the yacht is chartered as a bareboat, the charterer is responsible, provided that the charterer has the necessary competency certificate.

Clause 12. Sub-Leasing of the Yacht by the Charterer

The charterer shall not sub-lease the charter subject yacht to third parties without the consent of the yacht operator. The charterer shall not allow anyone other than those specified in the transit log to be on board. If the charterer does not comply with this clause, yacht manager may unilaterally terminate the contract. In this case, the charterer cannot make any claims.

Clause 13. Insurance of the Charter Subject Yacht

The yacht operator undertakes to insure the charter subject yacht against risks that are legally mandatory to insure and risks that it deems appropriate during the charter period. The charterer accepts and undertakes that, in case the risks occurring during the charter period are not compensated by the insurer due to the charterer's or their guests' behavior that violates the conditions specified in the insurance contract, they will be directly responsible for the uncovered losses. The charterer accepts and undertakes that, during the charter period, they will be directly responsible for the losses not covered by the insurer due to the risks covered by the insurance contract but falling within the deductible limits. The charterer accepts and undertakes to provide the collateral that the yacht operator will accept in return for the losses that may be caused by the risks covered by the insurance contract but remain within the deductible limits, or to obtain insurance for the charter subject yacht or to pay a deposit in an amount that will cover the insurance deductible. It is emphasized that as long as the charterer does not fulfill this obligation, the yacht operator is not obliged to deliver the charter subject yacht to the lessee, and during this period, the yacht operator is entitled to the charter fee.

Clause 14. Towing of the Chartered Yacht

All expenses arising from the towing of the yacht due to the lessee's fault are the responsibility of the lessee. In the event of towing, the lessee, after paying the towing fee in advance and reaching an agreement with the yacht operator and the towing vessel's captain, accepts that towing will commence.

Clause 15. Force Majeure

Earthquakes, floods, lightning, hurricanes, natural disasters, or social events such as riots, general strikes, or prohibitions imposed by legislation or similar other situations and events that the yacht operator or the charterer did not expect or foresee beforehand, or even if they expected or foresaw, could not prevent, constitute force majeure within the scope of this contract. In the event that the existence of force majeure prevents the yacht operator or the charterer from partially or completely fulfilling the obligations undertaken with this contract or causes a delay in fulfilling these obligations, the yacht operator and the charterer accept and undertake that they will not have any liability towards each other.

Clause 16. Notices

The parties to this contract may validly send written notices to the notification addresses specified in boxes 9 and 10. In case the parties change the notification addresses specified in boxes 9 and 10, they will notify the other party in writing of this change, and the new notification address will be within the legal boundaries of the Republic of Turkey. If the change of address is not notified, notifications made to the previous address will be considered valid notifications.

Clause 17. Dispute Resolution

The provisions and conditions of this Contract shall be governed by Turkish Law and shall be interpreted by Turkish Courts in accordance with Turkish Law. In resolving any claims and disputes arising from these conditions and provisions, Muğla Courts and Enforcement Offices have jurisdiction. Muğla Courts and Enforcement Offices have jurisdiction.

(The Yacht Management)

ZENAN JOY YATÇILIK SANYİ VE TİCARET LTD. ŞTİ

Address: İnce Mah. Tepe Sk. No:31/1A Fethiye/ TR

FETHIYE V.D. 9971899466 | COMPANY NUMBER 14410

(The Yacht Operator)

Full Name: