



1) Terms, hire, and payments

1. The Yacht Owner (hereinafter called 'Owner'), agrees to let on 'bareboat' charter, and the Charterer of the yacht (hereinafter called 'Charterer') agrees to charter the unattended yacht ..... (hereinafter called "the Yacht"), for the period commencing at ..... o'clock or thereabout, on the ...../...../ 2024, and ending at .....o'clock or thereabout, on the ...../...../ 2024, for the total sum of ....., that has been agreed through the intermediate Agent / Broker (if any), or direct by the Owner, and of which ..... are due and payable by the Charterer ..... for the Yacht booking. The balance of ..... is due and payable in the following manner: .....

2) Validity

2. The signature of this Agreement by the Owner and/or his Agent becomes valid and binds the Owner to his obligations hereinafter mentioned only on the condition that the Owner will actually receive the sums of the payments in time, as indicated and agreed in the above Clause 1 of Page1. Initial deposits regarding the yacht booking and the chartering dates, prior to the signing of this Agreement binds all parties, and shall also mean the full acceptance of all terms of the Agreement. It is the Charterer's responsibility to read the terms prior to booking.

**3. The Owner agrees:**

a) Delivery

a) To fit out the Yacht and to hand her to the Charterer, without crew, clean, ready for sea, with all the gear and equipment indicated in the Yacht's brochure and its inventory list, and in proper running and seaworthy condition at the Marina ..... in ATHENS....

b) Insurance

b) To insure the Yacht and her equipment as per the Greek law, against fire, marine and collision risks, and third-party damage and against any and all loss or damage, in excess of [ € 0.000 ] and the Charterer shall, therefore, be relieved of any and all liability which is covered by the said Policy, provided that such loss or damage is not caused or contributed to by any act of gross negligence, error, omission, misinterpretation, or wilful default on his part. Should the Owner fail or elect not to affect such insurance he shall assume the same responsibilities as if the Yacht were so insured, but he shall not be under any liability for the loss or damage to the personal property or for any injury or personal accident of the Charterer or of any person on board with his permission. Private travel insurance is advised for the charter period.

c) Delayed Delivery

c) To employ every reasonable effort to ensure delivery of the Yacht on the date and at the place mentioned in Clauses 1 and 3(a) hereof, but if for any cause whatsoever the Yacht shall not be available, the Charterer shall have the right of choice of one of the following possibilities in collaboration with the Owner. For all the following events mentioned in this Clause, neither party shall be liable to pay to the other any other compensation for any loss or damage that could be resulting from the modifications below.

Excess Delay

I. The Owner reserves the right to offer another similar boat (length and accommodation). This would not be a sufficient reason for any refund, indemnity, or rental cancellation.

II. Provided that the following charter commitment of the Yacht allows it and that the Owner agrees (according to the bookings of the yacht) to prolong the period of charter by the same length of time by which the delivery has been delayed.

III. To leave the date of termination unchanged as in Clause 1 and Page 1 hereof, and to be refunded by the Owner with an amount proportional to the time by which delivery was delayed at the rate corresponding to the total charter fees of Clause 1 and Page 1 hereof.

IV. If the delay of delivery exceeds one fourth (1/4) of the total charter time, to cancel this Agreement and be refunded by the Owner with the total amount paid for this charter.

**4. The charterer agrees:**

a) Re-Delivery (Return) of the Yacht and Delays

a) To re-deliver the Yacht to the owner at the Marina.....in ATHENS at the agreed date, time, and place as written in Clause 1 and Page 1 of this contract, cleaned-up (or to be charged) together with all her equipment in the same good condition as she was at take-over, at the time designated in Clause 1, but unless the yacht has become a total loss, if he shall for any reason fail to deliver the Yacht at the aforesaid date and time, to pay to the Owner demurrage at the rate of the charter price per day of this Agreement increased by fifty percent (50%), for every day of the fractional part of a day thereafter until delivery has been effected. If he leaves the Yacht at any place other than the place designated in this Clause and Clause 1, the security deposit will be committed until it is paid to the Owner all expenses involved in transferring the yacht to the place of redelivery and pro-rata demurrage as above for the number of days required for this transfer, as well as for any loss or damage not covered by the insurance policy, which may occur on or to the Yacht until she has been taken over again as by the Owner Agreement.

b) Deposit & Guaranty Restrictions

b) To leave on deposit and as a guarantee with the Owner on taking over the Yacht the amount of [ € 0.000 ] to meet in whole or in part any claim by the Owner in respect of any loss or damage to the Yacht and/or her equipment not recoverable under the policy of insurance as in Clause 3(b) hereof, and for any claim by the Owner in respect of the provisions of Clause 4 (a) above. The aforesaid deposit shall be refunded to the Charterer, subject to the provisions above, after the inspection of the yacht, her gear, and her inventory list by the Owner.

c) Composition of Charterers Party & Cruise Limits.

c) *Not to use the Yacht for racing or for towing other craft, except in an emergency (rescue only), or generally for any purpose other than that of private pleasure of the Charterer and his party which should include not less than ONE (1) qualified and experienced Skipper (Offshore sailing license) and ONE (1) experienced crew member, but not more than twelve (10) people in all at sea, or to accommodate aboard during sailing any person other than those shown on the crew/passenger manifest, nor to take the Yacht or permit her to be taken outside the area of the Greek seas, nor to sublet the Yacht without the written consent of the Owner.*

d) Observance of Customs & Diving Laws.

d) *Not to allow any person on board to commit any act contrary to the customs/national laws of Greece or of any country or contrary to the laws pertaining to fishing or underwater fishing nor to seek and/or take possession of objects of archaeological nature or value and that in case any such act is committed, this Agreement shall thereupon terminate, but without prejudice to any rights of the Owner and that the Charterer shall carry alone any resulting responsibilities and he shall answer alone to the appropriate Authorities.*

e) Agreement for Towing the Yacht.

e) *To take any possible preventive measure and precaution to avoid bringing the yacht in any condition in which the Yacht will need to be towed to any point by another vessel, but should such a necessity arise, in spite of the Charter's efforts, first to contact with the Owner taking his advice, then to negotiate and agree with the captain of the other vessel on the price to be paid, before allowing the Yacht to be towed.*

f) Restrictions in leaving Port

f) *Not to leave a port or anchorage if the wind force is or is predicted to be over six (6) of the Beaufort Scale or if the harbour Authorities have imposed a prohibition of sailing or while the Yacht has unrepaired damage or any of her vital parts such as engine, sails, rig, bilge pump, anchoring gear, navigation lights, compass, safety equipment, etc. are not in good working condition or without sufficient reserves of fuel or in general, when weather conditions or the state of the Yacht, or its crew, or a combination of them, concerning the safety of the Yacht and her crew, is doubtful.*

g) Restrictions in the Use of sails and of Navigation

g) *When necessary, to promptly reduce canvas (sail area) and not to allow the Yacht to be found sailing under an amount of canvas (sail area) greater than the one insuring comfortable sailing without excessive strains and stresses on the rigging and the sails, not to sail the Yacht in any area not sufficiently covered by the charts at his disposal or without having previously studied the charts of the area and other printed aids on board thoroughly, not to sail the Yacht at night without all navigation lights functioning or without sufficient watch on deck of all sea area around.*

h) Yacht Log

h) *To keep the Yacht's logbook up to date, noting each day the port of call, the state of the Yacht and its equipment, any change in the composition of the crew when at sea, regularly, the time's positions, weather conditions, sail plan and hours of engine operation.*

I) Itinerary

i) *To plan and to carry out the Yacht's itinerary in such a manner as to reach the port of call farthest away from the point at which the Yacht must be returned to the Owner (Turn-Around Point) within the first one third (1/3) of the charter period and that two days prior to the termination of the charter the Yacht's port of call shall lie at a distance not greater than forty (40) N.M. from the point at which the Yacht is to be returned to the Owner.*

k) Yacht position

k) *To report by telephone or by message to the Owner at reasonable intervals (every 3 days) the position and state of the Yacht and of her passengers, as well as in the event of any damage to the Yacht.*

l) State Information.

l) *To study and acquire a working knowledge of any printed matter pertaining to the proper handling of the Yacht and to the conditions in the cruising area, which may be made available to him by the Owner.*

IT IS HEREBY FURTHER AGREED by and between the parties hereto:

5) Charterer's Sailing Qualifications.

5. This agreement is entered into on the basis of the Charterer's competence in sailing, seamanship, and navigation stated by him in writing, and in the event of any error, omission, or misinterpretation in this respect being subsequently discovered, the owner shall be entitled to terminate this Agreement forthwith and to retain the charter fees.

6) Sailing Competence of Charterer and his crew

6. The Owner (or his representatives) may require the Charterer and his crew to demonstrate their competence in handling and navigating the Yacht safely by actually operating the Yacht at sea with the Owner (or his representative) aboard and should the Charterer and/or his crew fail to satisfy the owner in this respect, the Owner may terminate this Agreement as stated in Clause 5 above or place aboard the Yacht a seaman, if one acceptable by both the owner and the Charterer is available, at the expense of the Charterer, for as many days as the Owner will consider necessary for the safety of the Yacht and her passengers and any time required for this test of the Charterer's competence and seamanship will be part of the agreed Charter period.

7) Take-Over of Yacht & Time required.

7. The delivery of the yacht to the Charterer will be made at the commencement of the charter period as designated in Clause 1, and Page 1. The time required to demonstrate the yacht to the Charterer and to familiarise him with her shall be part of the agreed charter time. The free use of the yacht will be granted to the Charterer after he has signed the Take-Over form.

- 8) Acceptance of the Yacht Charterer's Responsibility** 8. Before signing the aforesaid form, the Charterer shall have the right to inspect the yacht, her gear, and her inventory thoroughly to ascertain that all are available in good working condition, except as may be noted thereon, but the signature of the Take-Over form by the Charterer shall be deemed to imply acceptance of the yacht which thereafter will be in the Charterer's full responsibility, and the Charterer shall have no right to claim in any loss of item or expense occasioned by any accident or breakdown or failure of any part of the Yacht.
- 9) Running Expenses Repair of Damages** 9. After take-over, all expenditures for port-dues, boat water, fuels, oils, damages, losses, and any other stores required, as well as the repair of any damage or failure that may occur by the Charterer or his crew while the yacht is in the Charterer's responsibility and which are not the result of normal and natural wear shall be made by the Charterer at his expense, provided that the previously obtained the consent of the Owner for the technical suitability of the repair to be made. In the case of repairs of damages or failures resulting clearly from normal and natural wear, the Charterer shall previously obtain the owner's consent with regard to the cost and technical suitability of these repairs and the Charterer shall collect the pertinent receipts against which he shall be refunded by the owner at the end of the charter.
- 10) Ascertainment of Damages** 10. *If any accident or damage is caused by the Yacht or by the Charterer, he must notify immediately the Owner (or the Agent) and to be following his advice. It may be asked by the Owner to request from the nearest port Authority to ascertain the damage or accident and the circumstances in which it has been caused and to make a written record and statement about it.*
- 11) Cancellation or Premature Termination** 11. In the event of cancellation of the charter by the Charterer, for any reason, except as mentioned in Clause 3.c (IV) after the initial deposit or after signing this Agreement, all advance payments made up to the date of cancellation will be retained by the Owner, and the Owner reserves the right to refund the said deposits only if he succeeds in letting the Yacht to another Charterer for the same period and under the same conditions. In the event that the Charterer should elect to terminate the charter and deliver the Yacht prior to the date designated in this Agreement, the Owner shall not be liable for the return of any proportional part of hire money.
- 12) Total Loss of Yacht** 12. Should the Yacht becomes an actual or constructive total loss before the Charter starts, or caused by the Yacht during the Charter period, provided that the Charterer or his crew were not responsible for the loss (in exception of Clauses 4c,4d,4e,4f,4g,4h,4i,4l,) this Agreement shall be deemed to be at an end as follow:  
a) Before the charter period: The owner reserves the right to offer an alternative similar yacht (length, accommodation, and condition). This would be no sufficient reason for any refund, indemnity, or charter cancellation.  
b) During the charter period: The Charterer shall recover from the Owner the equivalent charter monies corresponding to the lost days.
- 13) Special Provisions** 13. The special provisions (additional Terms) if any, set out in the Schedule hereto, are fully accepted from all parties and form a part of this agreement.
- 14) Agents** 14. The Agents of the Owner Messrs and their Representatives act in good faith on behalf of both Owner and Charterer, but contract as Agents only for a 'bareboat' yacht charter, and in no way incur any liability for any acts, matters, or things, done, committed, omitted or suffered by either party, and in any case they shall not be under any liability at sea, at the port, or on land, for any personal accident death, to the Charterer or to any person on board with his permission, except for the responsibilities provided by the pertinent legislation of Greece. *Private travel insurance is advised for the charter period.*
- 15) Arbitration of Disputes.** 15. In the event of any dispute arising between the parties hereto with respect to this Agreement or anything herein contained the same shall be referred to two Arbitrators in Greece, one to be appointed by each party, whose decision shall be final or to an Umpire to be appointed by such Arbitrators, if and when they shall disagree, the decision in such event of the Umpire to be final. Any claim in order to be negotiable must be notified within 3 days from the end date of the yacht charter.

Special provisions (Additional Terms if any)

**SPECIAL PROVISIONS:** Standard running costs: Fuel, Port fee, End cleaning, Cabin linen, Upon request: Skipper, Hostess.

We have read, we have understood, we agree and we accept all the above terms & conditions.

In WITNESS whereof, this Agreement is signed by the Owner, by the Charterer, and by the Broker (if any) respectively. The contracting parties:

Υπογράφεται από τον Πλοιοκτήτη  
Signed by the Owner

Υπογράφεται από τον Ναυλωτή  
Signed by the Charterer

Υπογράφεται από τον Ναυλομεσίτη  
Signed by the Broker / Agent

*Clauses in Italics with blue color, in practice, are under skipper's responsibility*

sample - example