

Agreement of berthing and stay of vessels

date

1. Yacht details :

Name,
Flag, Reg. No.,
Dimensions length m, beam m, draught m, displacement t,
Type motor yacht sailing yacht other,
Manufacturer,
Model, date built,

2. Owner's details :

Company/ Mr. / Mrs.,
PIN, address registration / permanent address : city,
Street, No., entrance, floor, apt.,
Bulstat No., person responsible,
Representative,
PIN, in his capacity of :
master agent attorney with power of attorney No. dated
referred to hereinafter as the Owner.

3. Subject of Agreement :

Agreement concerns provision of berthing place, right of berthing and stay of the above specified vessel, referred to hereinafter as “the Yacht” in the water area of Marina Dinevi, referred to hereinafter as “the Marina”.

Agreement is concluded under the order, conditions and prices provided for by the present Agreement, the Marina regulations and the valid price list.

Marina regulations and the price list are integral part of the present Agreement.

Agreement may not be reassigned or transferred.

Agreement is not granting to the Owner the right to perform any commercial activity, whatsoever, on the territory of the Marina.

4. Term of Agreement :

Agreement is concluded or a term of days as from until

Agreement shall be terminated upon:

its expiration;

presence of obligations to the Marina being not duly covered;

noncompliance with the provisions of the Marina regulations.

Agreement shall be extended by signing a new agreement on the part of the owner 30 days prior to its expiration.

After expiration of the term of the present Agreement, in case art. 4.3 should not be complied with, the Marina shall accrue berthing dues in accordance with the Yacht's dimensions and the pricelist.

5. Prices and Payment :

For the usage of the designated berthing place and the water zone, Owner shall pay to the Marina berthing dues amounting to BGN

Reservation of berthing place in the Marina is done by advance payment of 30% of the berthing dues at least 30 days prior to arrival at the Marina.

The term of payment of the whole amount under the present Agreement is 7 days after its signing.

Owner shall pay in addition for all auxiliary services, such as power supply, water, cable TV, Internet, maintenance, slipway, storage ashore, parking, etc., according to the consumption at the prices specified in the pricelist.

6. *Conditions of Agreement :*

Marina shall provide for the Owner berthing place equipped with berthing facilities and shall specify the berthing method.

Owner declares that the provided berthing place is suitably equipped for reliable berthing of the Yacht.

Owner shall be obligated to take good care of the provided berthing place and the onshore facilities of the Marina.

Owner shall be obligated to provided appropriate ropes and fenders needed for the correct berthing of the above mentioned Yacht.

Owner shall be liable for the correct and reliable berthing of the Yacht.

Owner shall be obligated to provide monitoring of the Yacht, especially during storm warning and to secure additional fenders and ropes, if necessary.

Owner shall not have the right of reassign the berthing place provided for him for stay and harboring of other boats.

Owner shall not be entitled to change at will the berthing places provided for him without the explicit permission of the Marina.

All activities related to docking, launching, maintenance and repair of the Yacht shall be carried out after prior coordination with and permit by the Marina.

Marina is retaining its right to provide the berthing place to transit boats during the time the above mentioned Yacht is absent from the Marina.

Marina shall have the right to arrest the Yacht as guarantee for payment of due sums under the present Agreement, services used or damages incurred.

7. *Liability and Insurance :*

Marina and its employees shall not be liable for damages incurred to the Yacht, other property and the Owner as a result of force majeure circumstances, such as fire, storm, vandalism, terrorists attacks, etc.

Marina is recommending to the Owner to take out appropriate insurance for covering eventual damages that might be incurred by him to the Marina, third persons or vessels.

8. *Declaration :*

I do declare that I am familiar with and that I accept to unconditionally abide by the Regulations and the Pricelist of the Marina, copies thereof being handed to me as an integral part of the present Agreement.

For the Owner (.....)
Signature *full names*

For Marina Dinevi (.....)
Signature *full names*