

# MEMORANDUM OF AGREEMENT FOR THE YACHT M/S TRIPPIN

Memorandum of agreement made this day \_\_\_\_\_ by Mr. Ali Perret, OWNER and CAPTAIN of the charter yacht "TRIPPIN", hereafter called the OWNER-- port of registry Bodrum, - and between Mr./Ms. \_\_\_\_\_ - hereafter called the CHARTERER.

- 1- In consideration of this covenant,, the said OWNER agrees to let said CHARTERER hire the yacht "TRIPPIN" - hereafter called the YACHT- from the dates \_\_\_\_\_ to, for \_\_\_\_\_ hours; total \_\_\_\_\_ days and total \_\_\_\_\_ nights for the **all inclusive** package (€ \_\_\_\_\_ or /\$ \_\_\_\_\_ per day) for the total sum of € \_\_\_\_\_ or/\$ \_\_\_\_\_ to be paid to the OWNER or his agent in the manner following: 50% € \_\_\_\_\_ or/\$ \_\_\_\_\_ on the signing of this agreement and the balance in advance payment as follows:
  
- 2- For **Exclusive** booking (€ \_\_\_\_\_ or /\$ \_\_\_\_\_ per day) for the total sum of € \_\_\_\_\_ or/\$ \_\_\_\_\_ to be paid to the OWNER or his agent in the manner following: 50% € \_\_\_\_\_ or/\$ \_\_\_\_\_ on the signing of this agreement and the balance in advance payment as follows:
  
- 3- The OWNER agrees to deliver the yacht at \_\_\_\_\_ on the day of \_\_\_\_\_ at \_\_\_\_\_ hours in full working condition and order, outfitted as a yacht of her size and as advertised, with accommodations and all necessary gear and equipment throughout , clean and in good condition, and ready for full service.
  
- 4- The OWNER shall employ every reasonable effort to ensure delivery of the yacht on the date and at the harbour mentioned in clause 3 hereof. If for any cause of main engine problem or bad weather conditions, the yacht shall not be delivered, either the time or hire shall be extended for a period equal to the time elapsed between the date mentioned in clause 3 and the date of the actual delivery of the yacht, or the OWNER will allow the CHARTERER to ask for payment back for every day or part of the lost time. Should the delay in delivery exceed two days, the CHARTERER shall be at liberty to cancel this agreement upon written notice to the OWNER whereupon this agreement shall become null and void and all charter payments paid by the CHARTERER to the OWNER shall be returned to him/her with no liability whatsoever to either party to pay any compensation to the other for any lost or damage that he/she may have suffered by reason either of such delay in delivery or the consequent cancellation of this agreement.
  
- 5- The OWNER agrees to provide, proper and sufficient crew consisting of 1 captain and 2 crew..
  
- 6- The yacht is fully insured including the third party for €1.000.000

- 7- *The OWNER agrees that, should the CHARTERER prevent full use of the yacht for any cause after delivery for a period of 48 consecutive hours or more at any time, or the same not being the fault of the CHARTERER, the OWNER will make a pro rata return of the hire money from 48 hours after said time. Or mutual agreement can be reached to allow a pro rata extension for such period in excess of 48 hours as the yacht shall be fit for use. This clause does not apply for outboard and generator engines.*
- 8- *The OWNER agrees to accept all expenses concerning the yacht's crew wages, water, diesel ( maximum 4 hours of cruising per day), pilotage and port charges within Turkish water. This does not include marina charges.*
- 9- *All inclusive booking includes full board, all domestic soft drinks, wine and spirits, complimentary shuttle service from and to the nearest airport on the South coast of Turkey. Does not include water sports port taxes and marina fees in Greece.*
- 10- *Exclusive booking includes full board with a guest gourmet chef, daily, first quality fresh fish and organic food, foreign spirits, wine and cocktails, water sports, A/C limo service to and from the airport, all port taxes and marina fees in Turkey and Greece.*
- 11- *Sailing and cruising time is maximum 4 hours a day. No night cruising.*
- 12- *The CHARTERER agrees to restrict the cruising of the yacht to the following waters:*
- 13- *The CHARTERER agrees to be responsible for and to replace or make good any loss of equipment and furnishing caused by him/herself or any of his party, but not if caused by the negligence of the crew. Fair wear and tear from ordinary use is expected.*
- 14- *The CHARTERER agrees that: the yacht shall be employed exclusively as a pleasure yacht for the sole use of CHARTERER and family and his/her guests; their names will be listed in the trans log during the term of the charter; CHARTERER shall not transport merchandise or carry passengers for pay or engage in trade or in any way violate the laws of any government within the jurisdiction of the yacht at any time; CHARTERER and company shall comply with the law in all respects. No contraband of war can board the yacht and the yacht shall not enter any port where hostilities are in progress or a blockade established.*
- 15- *The CHARTERER agrees to allow no more than \_\_\_\_\_ persons to cruise on board the yacht in his/her party under this agreement without the written consent of the OWNER.*
- 16- *The OWNER agrees that the Captain shall take the yacht where ordered by the CHARTERER, wind, weather and other circumstances permitting, providing that the captain ascertains that the desired locations are safe and proper; that such orders will not interfere with the re-delivery of the yacht at the end of the charter; and that the sailing-cruising time will not exceed the 4 hours/ day limit.*

17- The yacht is equipped with first aid, medical and emergency gear according to the EU and MCA standards. The crew is also trained for basic first aid, life support and emergency situations(STCW). An allergy check is advised before boating. Wasp allergy is extremely serious. Medical emergency ambulance boat, coast guard and helicopter are available in certain parts of the south coast of Turkey. The OWNER cannot be charged or sued for serious medical problems or accidents not caused by the yacht's crew. It is the passengers responsibility to read and follow the safety instructions and be cautious about safety on board as when floors are slippery after bathing, and maintaining safe distance from crew and ropes when under sail.

18- If the CHARTERER for any reason cancels the trip, the reservation and confirmation payment i.e. 50% of the total, the CHARTERER will have no right to reimbursement of that sum. The CHARTERER agrees to this clause prior to the signing of this contract, and the OWNER accepts no responsibility for the cancellation.

19- This memorandum of agreement has 19 clauses on 3 pages. I have read, understood and agreed to all the clauses. Should any issue become a court case, it will be held in the courts in Bodrum, Turkey, the registry port of the yacht.

CHARTERER name and signature

OWNER name and signature

\* payment for confirmation can be transferred to Garanti Bank in Turkey. Please ask for bank account, SWIFT code and other necessary details. On arrival, payment can be made by credit card, (Master card or Visa) travellers cheque or cash.