

CATA SAILING d.o.o., Put brodograditelja 16, 21220 Trogir, Hrvatska, OIB: 22260845123, ID code: HR-AB-21-060321250

represented by: **Jakov Bogdanović** hereinafter Charter company

and

(name of the agency, address, ID code, Vat number)

represented by _____ hereinafter Agency

on the date _____ conclude

COOPERATION CONTRACT

ARTICLE 1

This contract regulates and defines the conditions under which The Charter Company enters into business cooperation with the Agency. The vessels of the Charter Company, this contract applies to, are situated in SCT Marina Trogir and the Agency can offer them in all periods available according to the Booking list.

General Terms and conditions as well as valid Price list are integral part of this contract.

ARTICLE 2

- 2.1 The Agency agrees to list Charter Company vessels into its own charter program, to be presented on the markets where the Agency has all the necessary licences, as well as enable targeted customers (Clients) to query or make reservations.
- 2.2 The Agency agrees to promote charter company services on web page, brochures or magazines.
- 2.3 The Agency agrees to offer the vessels from Charter Company fleet exclusively for the navigation in the territorial waters of the Republic of Croatia.
- 2.4 The Agency agrees to work in the name and for the behalf of Charter company as well as make contract with Clients (final users of services) according to the prices and condition written in the valid Price list and General terms and Conditions. Exceptionally, based on the market trends and current situation, the Agency may grant an additional discount to the Client with the condition that the extra discount is previously approved by Charter Company and it is deducted from the Agency commission for the reservation in question.
- 2.5 The Agency agrees to provide the Client with valid and accurate information on the type of the vessel, inventory of the vessel and any other mandatory or optional additional costs that may apply to the reservation.
- 2.6 The Agency agrees to send the following information to Charter Company: name and last name of the Client, address, nationality and number of valid identification document (ID card or passport) upon confirming reservation.

- 2.7 The Agency agrees to make timely payment of the agreed price of the reservation, on behalf on the client (in accordance with Article 5 of this contract) for all confirmed bookings.
- 2.8 The Agency agrees to deliver to Charter Company a full crew list (a list of crew member's names and last names with their date of birth, number of passport or identity card and nationality) as well as a copy of the valid license for sailing and VHF license no later than one week prior the beginning of the reservation.

ARTICLE 3

- 3.1 The Charter Company agrees to ensure the correctness of the vessel, as well as carry out investment maintenance, on-going maintenance, prepare the boat at check in and out, bear the cost of berth at the home port of the vessel and provide all obligatory applicable insurances.
- 3.2 The Charter Company agrees to comply with all the requirements defined in General terms and conditions that are integral part of this contract.
- 3.3 The Charter Company agrees upon receipt of each query to send an offer (with the exact calculation of prices according to the price list of Charter Company including discounts listed in the price list, the exact calculation of the Agency commission and the option duration) or a notice that the vessel isn't available in the requested period.
- 3.4 The Charter Company agrees to issue the final invoice to the full amount of the reservation to the Client (final user of the service) on the last day of the consummation.

ARTICLE 4

Charter Company approves to the Agency the commission of:

- 15% for catamarans
- 20% for sailing boats

The commission is granted on the net price i.e. the price without value added tax. The Agency is obliged to issue the commission invoice no later than 5 days after consumption of the reservation. Otherwise, Charter Company reserves the right to issue the commission invoice in the name of the Agency with the remark "self-billing" according to the Article 78, paragraph 6 of the Croatian value added tax law. Charter Company is to send this invoice to the Agency and the Agency hereby agrees to accept it as if it had been issued by the Agency itself.

ARTICLE 5

- 5.1 The Agency agrees to make the payment, deducted for agency commission defined in article 4 , for all confirmed reservations, on the bank account of Charter Company according to the below stated dynamic:
- 50 % of the reservation amount no lather then 7 days upon confirmation
 - 50 % of the reservation amount no lather then 4 weeks prior to the beginning of the consummation
- 5.2 The payment is to be made by bank transfer to the above stated bank account of the Charter Company:

Privredna banka Zagreb, Radnička cesta 50, 10 000 Zagreb
IBAN: HR6423400091110687974
SWIFT: PBZGHR2X

Both parties hereby agree to bear shared charges (SHA) for all payment transactions.

- 5.3 The Charter Company reserves the right to cancel the reservation or to deny to provide requested service to the Client (final user of the service) if the payment of the reservation isn't affected on time or in full amount.
- 5.4 The Client (final user of the service), based on the Croatian Sojourn tax law, is obligated to pay the sojourn tax of 1 EUR per person per day at the check in.

ARTICLE 6

The Agency agrees to notify the Client (final user of the service) of the security deposit amount (stated in the price list) that needs to be deposited in cash or by credit card pre-authorisation on the check in. The Charter Company agrees to fully reimburse security deposit to the Client on check out if the vessel is returned un damaged and is authorised to charge the equivalent deposit amount for any damage made up to the maximum amount of the entire value of the security deposit.

ARTICLE 7

- 7.1 This contract is concluded to the indefinite period of time.
- 7.2 This contract, without providing any explanation, may be terminated by either contractual party, subject to 30 days prior written notice and condition that all the obligations incurred during the term of the contract are complied.
- 7.3 The Contracting Parties reserve the right to terminate the contract without period of notice in following cases of breach of its provisions:
- If the other contracting party, despite a written warning, does not fulfil its obligations,
 - In the case of significant change of circumstances that aggravate or prevent the fulfilment of the obligations of a Party and if due to these circumstances the purpose of the contract can no longer be achieved
- 7.4 The Contracting Parties are consent that the contract cease to exist in case of legislation changes.

ARTICLE 8

This contract may not be amended, modified or superseded, unless expressly agreed by both contractual parties by signing the annex.

ARTICLE 9

This contract has been executed in two (2) identical copies of which, each parity keeps one and it's effective upon being signed and stamped by both parties.

The Contracting parties hereby consent to try resolving all the disputes in a peaceful manner. Any disputes that cannot be settled consensually are subject to the exclusive jurisdiction of Commercial court in Split.

For Agency:


For Cata Sailing d.o.o.:


Jakov Bogdanovic, direktor