

THIS IS JUST AN EXAMPLE

Arctica Expeditions AS, Longyearbyen

232.542

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CHARTER CONTRACT S/Y ARCTICA II or S/Y ARCTICA

1. CHARTERER

??????????????

2. AGREEMENT made the ??th of Month 20??, by and between Arctica Expeditions (hereinafter referred to as the Owner) and ??? (hereinafter referred to as the Charterer) for the charter of the yacht named S/Y ARCTICA II (or S/Y ARCTICA).

3. CHARTER PERIOD

START: ???day ??th of Month 20?? at ??:00

END: ???day ??rd of Month 20?? at ??:00

4. THE CHARTER INCLUDES

- The yacht S/Y Arctica II / S/Y Arctica
 - **Included** is the boat complete and ready for departure (see description about std. equipment on board on www.arcticaexpeditions.com), diesel and fresh water, optionally a crew of ?# persons, ?# rubber boats for landings and for excursions, gasoline and oil for the rubber boats, two floor guns plus ammunition, one handheld VHF for zodiac trips and landings. Also included is ?# 50 litres freezer for food. Iridium phone is on board.
 - **Not included** is food, drinks (except freshwater), travel insurance, medical insurance, trip cancellation, sleeping bags.
 - It is expected that all participants share going watches, share making food, etc.
 - Breakfast, Late lunch and late dinner **can be** included for additionally NOK xxx per passenger per day. Included in this price are also beverages (mineral water) and some snack.
 - SAR insurance regarding local regulations (claimed by the governor) is normally included.

5. CHARTER AREA

Port of Delivery - Longyearbyen - Adventfjorden – Spitsbergen

The cruising area is limited to the coastline around Svalbard archipelago. If ice conditions are difficult and therefore prevent sailing in the planned area both parts will agree about alternative areas to sail.

Port of Re-Delivery – Longyearbyen

6. DESCRIPTION OF THE YACHT

Description of S/Y Arctica II / SY Arctica and a list of equipment on board are found on <http://www.arcticaexpeditions.com/>

7. CHARTER PRICE

The total price for the charter period ?? days is:

?? days x NOK ?????? = NOK ?????,-

Breakfast, Late lunch and late dinner **can be** included for additionally NOK xxx per passenger per day. When the final passenger list is ready, latest one week before departure, this amount have to be paid.

This price includes what is listed in point 4.

8. CONDITIONS OF PAYMENT

This signed document must be returned, together with 20% of the total charter fee if the agreement is signed earlier than 120 days before the charter period starts, or together with 40% of the total charter fee if the agreement is done later than 120 days before. **The charter is not confirmed until the above is settled.**

The next payment if the agreement is signed earlier than 120 days before the charter period starts – another 20% of the total charter fee - should be paid not later than 120 days prior to commencement of the charter. If this payment is not received 120 days before the charter period start the Owner has the right to cancel this charter contract. The deposit of 20% of the charter fee is in such case not refunded.

The next payment – another 40% of the total charter fee - should be paid not later than 60 days prior to commencement of the charter. If this payment is not received 60 days before the charter period start the Owner has the right to cancel this charter contract. The deposit already paid of the charter fee is in such case not refunded.

The remaining 20% of the total charter fee should be paid not later than 30 days prior to commencement of the charter.

The Charterer may cancel subject to the following charges:

- Up to 120 days prior to commencement of the charter: 20% of the full charter fee.
- Between 120 days and 60 days prior to commencement of the charter: 40% of the full charter fee.
- 60 days or less prior to the commencement of the charter: 80% of the full charter fee.

9. INSURANCE & RESPONSIBILITY

- S/Y Arctica II / SY Arctica is covered by a full comprehensive insurance with a deductible at Pantaenius insurance company.
- If the charter has to end because of some sort of problems with the yacht, the Charterer does not pay for the days the yacht is out of order.
- The Charterer is responsible for own crew members and own equipment.
- The Owner disclaims all responsibility in loss or damage of the crew's or passengers personal belongings.
- Regarding Search and Rescue operations and the relationship to the Sysselemand of Svalbard, the Owner is responsible for all operations at sea (included Zodiac driving and landings), while the Charterer is responsible for all operations on land.

10. DISAGREEMENTS

Disagreements around this contract and/or the charter, that the parties do not solve themselves, should be solved by a Norwegian court and under Norwegian law.

I agree to the points above and conditions of payment

CHARTERER:

Date: _____

Signature: _____

OWNER:

Date: _____

Signature: _____