

# MOORING AGREEMENT

## NO. MPJ/ ..... /2018

dated ..... made between:

Spółka Żegluga Szczecińska Turystyka Wydarzenia Sp. z o.o. with the office in Szczecin (70-655) at ul. Tadeusza Wendy 8, NIP (Vat reg. no.): 851-020-72-24, REGON: 000145052, KRS no.: 0000292505, acting in and on behalf of Szczecin Municipality, represented by: Yacht Port Manager – Krzysztof Łobodziec, hereinafter referred to as the Provider, and

..... - the owner of the vessel ".....", hereinafter referred to as the User.

### § 1

The Provider shall allow the User to park the vessel indicated in the Mooring Declaration, being Attachment no. 1 to this Agreement,

### § 2

This Agreement is made for the period indicated in the Mooring Declaration.

### § 3

1. The Parties agreed the parking charge for gross amount of PLN ..... (in words: .....)
2. The parking charge is payable in advance in cash, by a payment/credit card or bank transfer against an invoice within 7 days of its reception, to the bank account as indicated in the invoice.
3. The parking charge is set in accordance with the price list introduced by the Szczecin City Council in the resolution no. XV/359/16 of 26 January 2016, on charges for the rental of Szczecin Municipality wharfs and for using port infrastructure of the Yacht Port on Grodzka Isle. The current price list is enclosed hereto as Attachment no. 2.
4. The Provider shall ensure paid water and power intake by the User during the period of this Agreement through the supply poles installed on the wharfs.

### § 4

1. The manner of using the parking spot and the User's responsibilities are defined in the Szczecin Yacht Port Regulations, being Attachment no. 3 to this Agreement.
2. The User shall not make available the rented parking spot or its part to any other parties for any reason whatsoever, without prior written consent from the Provider.

### § 5

1. After expiration or termination of this Agreement, the User shall return the rental object in condition not deteriorated in excess of normal wear.

### § 6

1. Any changes, additions and termination of this Agreement require for their validity written form.
2. Any matters not regulated in this Agreement are subject to relevant provisions of the Civil Code.
3. Any disputes connected with performance of this Agreement shall be settled before a common court of law with jurisdiction over the Provider's location.
4. This Agreement was made in two identical counterparts, one for either Party.

User

Provider

**53°25.650' N 14°34.200' E**