

MOORING AGREEMENT NO. MPJ/____/2016

dated made between:

Spółka Żegluga Szczecińska Sp. z o.o. with the office in Szczecin (71-603) at ul. Jana z Kolna 7, 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

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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.

- 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 Wyspa Grodzka 1, 70-655 Szczecin www.northeast-marina.eu