



ANNUAL MOORING CONTRACT

In Paros today, on _____, between the following contracting parties, namely: *on the one hand*, the **MUNICIPAL SINGLE-SHAREHOLDER PUBLIC LIMITED COMPANY FOR THE CREATION, DEVELOPMENT AND EXPLOITATION OF THE ENVIRONMENTAL AND CULTURAL**

PAROS PARK AI-GIANNIS DETIS, trading as “**PAROS PARK MUNICIPAL S.A.**”, **Company Registration No. 68114/81/B/09/05**, **GEMI No. 048485138000**, Tax Identification No.

999244912, which has its registered office in Naoussa, Paros, and is legally represented for the purposes of signing this agreement by Messrs Nikolaos Malatesta and/or Nikitas Trivizas, hereinafter referred to as “the **MANAGER**”, and

on the other hand, Mr, _____, resident at with _____ Tax Identification Number who acts individually/as legal representative/as

representative by virtue of a power of attorney bearing the genuine signature of the vessel operator/as captain/master (*delete as appropriate*) and who shall hereinafter be referred to as ‘**the USER**’, the following have been agreed and mutually accepted:

The **Manager**, by-virtue of Paros Municipal Council Decision No. 326/2024 (Minutes 30/2024), has assumed the management of the Naoussa, Paros Tourist Boat Harbour (hereinafter referred to as ‘**the Marina**’), including the mooring berths, which it leases to third parties for use by private or commercial pleasure craft.

The **User** is the owner/operator/charterer (*delete as appropriate*) of the tourist vessel “.....” (hereinafter “**the Vessel**”) registered under number and wishes to moor the Vessel at the Marina. For this



purpose, he has submitted the mooring application dated to the Marina Secretariat and confirms by signing this document that all the details of the Vessel stated in the above mooring application are valid and true.

1. SUBJECT OF THE AGREEMENT

The Operator grants the User the use of a specific mooring berth in the Marina for the vessel [**Vessel Name**], of type [type], with a total length of [xx] metres and a width of [xx] metres.

1.1. The User is granted the right to moor the aforementioned Vessel at a berth in the Marina corresponding to the Vessel's specifications as set out above, to be designated by the Operator at its absolute discretion, for the duration of this Agreement. The User shall not acquire any right of ownership, possession or occupancy in respect of the Vessel's mooring berth at any time.

1.2. It is expressly clarified that this Agreement does not grant the User the right to moor the Vessel at a specific berth, but at the berth designated by the Operator from time to time, which reserves the right to request that the Vessel be moored at another berth with similar characteristics at any time and at its absolute discretion, with the User being obliged to comply within a period of five (5) days at the latest. In the event of the User's failure to comply with the above, the Operator shall be entitled to terminate this contract and claim compensation for any loss or damage suffered. The use of a specific berth by the Vessel for the contractual period specified above does not imply the creation of a right to use it in the future. Consequently, the



User undertakes to move the Vessel immediately and in accordance with the Manager's instructions at any given time.

1.3. The Operator has the right to allocate the User's berth to another vessel for the duration that the User is not present at the Marina.

1.4. The User is not entitled to permit, with or without consideration, the use of the berth allocated to them hereunder for the mooring of another third party's vessel.

1.5. The User is obliged to use the specific berth designated by the Operator for the mooring of the Vessel and is not entitled to arbitrarily occupy any other berth within the Marina with their Vessel.

1.6. By way of exception, the User may moor, in addition to the Vessel specified herein, up to two (2) further vessels of smaller dimensions, provided that they have submitted to the Operator, from the commencement of this contract, all the legal and required documents relating to them, including in particular documents of nationality, any registration or operating licences where required, and their insurance policies. The acceptance of the aforementioned additional vessels is always subject to the prior approval of the Operator and on condition that their mooring is technically feasible, does not hinder the operation of the Marina and does not contravene the applicable regulations and the Operator's instructions. The User does not acquire an independent right of mooring for these additional vessels beyond the terms of this agreement.



1.7. No later than 48 hours prior to the Vessel's arrival at or departure from the Marina, the User is obliged to have previously submitted written notification of their movements, so that the mooring berth can be scheduled in good time, by sending an email to contact@portonaoussaparos.com

2. TERM

2.1 The duration of this contract is from **[start date]** to **[end date]**.

2.2. After the above date, the initial term of this contract shall be extended indefinitely, unless, no later than thirty (30) days prior to the aforementioned expiry date, any of the contracting parties notifies the other party in writing that it does not wish to extend the contract, in which case the contract shall expire at the end of its initial term.

2.3. In the event that this contract is not converted into an indefinite-term contract as set out above, the Customer must immediately remove the Vessel from the Marina upon its expiry.

2.4. In the event that this contract is not converted into an indefinite-term contract as set out above, any continued presence of the vessel in the Marina following the expiry of the initial term of this contract shall not constitute an extension of the mooring contract. In such a case, the User shall be required to pay, for each day the vessel remains in the Marina, one fifteenth (1/15) of the annual mooring fees for the category to which the Vessel belongs, in accordance with the Mooring Fees Price List in force at the time. Furthermore, the Operator is entitled to remove the vessel from its premises at the User's expense. All costs



incurred by the removal, storage, mooring, etc. of the Vessel shall be borne by the User.

3. PRICING – METHOD OF PAYMENT

3.1.(a) Subject to the accuracy of the Vessel's dimensions referred to in paragraph 1 of Article 1, the fees for the use of the mooring berth for the initial duration of this agreement (i.e. for the period from to), amount to.....**euros, plus VAT.**

This amount was paid in full by the User on

..... (*the earlier of the contract commencement date or the date of this document*) For the calculation of the fee, the dimensions of the vessel, as stated in the vessel's Certificate of Nationality under the heading 'Overall Length', shall be taken into account.

3.1(b) In the event that this contract is converted to an indefinite term (in accordance with clause 2.2 above), the monthly mooring fees for the use of the mooring berth following the initial term of this contract (i.e. for the period following) shall be determined by the Mooring Fees Price List in force at that time, unless there is a different, more recent agreement between the Parties. The mooring fee invoice shall be payable within thirty (30) days of its issue, without any obligation on the part of the Operator to issue a reminder, and the User shall be liable for the applicable statutory interest on arrears in the event of payment of the fees after the expiry of the above deadline.

3.1(c) Invoices shall be settled by deposit into the following current account held by the Company at the NATIONAL BANK OF GREECE: GR26 0110 4550 0000 4550 0894 006.

3.1(d) The date on which berthing fees shall commence is set as

.....



3.1(e) It is agreed that prepayments of mooring fees are non-refundable, cannot be carried over to another mooring period and cannot be offset against other expenses of the Vessel. VAT and other charges payable to third parties, as prescribed by law, shall be borne by the User.

3.2.(g) Furthermore, the Manager provides the moored Vessel with electricity and water supply services, as well as daily collection of domestic waste from the Vessel. The above services are charged at a rate determined by the Company's current Price List of Services. The Service Invoice issued by the Operator shall be payable within 30 days of its issue. Payment made after this deadline shall incur the statutory interest on arrears at the applicable rate.

3.2.(h) For the above services, the User is obliged to pay, in addition to the mooring fees, charges for water and electricity supply, based on actual consumption and unit prices, as set out in the current Price List of Services. In addition, the shipowner shall pay the applicable indirect waste reception fee, in accordance with the legislation in force, the approved Ship Waste Reception and Management Plan and the current price list or the applicable charges of the Operator. The above fee is payable regardless of the actual delivery of waste, as this is provided for by the applicable regulatory and legislative framework. The indirect fee covers the daily collection service for household waste from the Vessel up to the volume corresponding to its storage capacity. Waste in excess of this volume may be collected by arrangement with the Operator and subject to a separate charge, in accordance with the current Price List for the direct waste fee



, as provided for in the Ship Waste Reception and Management Plan and the price list in force at the time.

3.3 The Operator reserves the right to amend its current price lists (namely the Mooring Charges Price List and the Services Price List) at any time, being obliged to notify the User in writing of any such change one (1) month prior to the implementation of the new price list.

3.4 Any delay in the payment of invoices shall result in the User being charged default interest from the^{1st}day of delay.

3.5 It is expressly agreed that failure by the User to pay the Administrator's invoices on time, whether these relate to mooring rights or additional electricity, water supply or other additional services as the case may be, shall entitle the Operator to issue a payment order based on the invoices issued, even if, for any reason, these have not been received by the User. In this case, a written request for payment within two (2) days shall suffice, to be served on the User and on the competent Port Authority of Paros, whom the User hereby irrevocably appoints as his representative. Receipt of the above written demand by the User or by the competent Port Authority is expressly accepted by the User as sufficient proof of the proper provision of services relating to invoices (mooring fees, additional services, etc.) by the Manager to the User.



4. USER'S OBLIGATIONS

4.1. The User is obliged to comply with the terms of the General Regulations for the Operation of Tourist Ports as well as the Special Regulations for the Operation of the Marina, as applicable from time to time. The User must, at their own initiative, expense and effort, keep themselves informed of the current content of the above Regulations through the relevant notices at the Marina's office.

4.2. The User must ensure the safe storage within the Vessel of machinery, accessories or materials (such as small outboard motors, oars, etc.), and must not leave these exposed on the Vessel or in any other area of the Marina. The Operator bears no responsibility for the safety of the Vessel or any of its components or accessories.

4.3. The User is obliged to notify the Marina at least 48 hours in advance, in the event of the Vessel's departure, of the duration of their absence. In the event of a change to the date of the Vessel's return to the Marina, the User is obliged to inform the Operator of this at least 48 hours before the Vessel's expected arrival.

4.4. The User is obliged to comply with international rules for safe navigation during manoeuvres, departure and arrival at the Marina and to ensure the safe mooring of the vessel at the position indicated by the Operator, using the Marina's ropes to moor the vessel to the fender and the vessel's own ropes to secure it to the jetty cleats. In exceptional circumstances and upon instruction from the Operator, the vessel's anchors may be used. The User is responsible for the condition and proper use of the Vessel's mooring lines. The Operator reserves the right to carry out periodic checks regarding the



secure mooring of the Vessel and, in the event that it is found to be inadequately moored, to restore the secure mooring of the Vessel at the User's expense.

4.5. The User is obliged to immediately notify the Operator in writing of any changes relating to the Vessel, such as, for example, a change of ownership, additions and alterations to the Vessel entailing a change in the Vessel's details, a change in the Vessel's insurance cover, a change of representative and their details, etc.

4.6. Attached hereto as Annexes I and II are simple copies of the original shipping documents of the Vessel (which include the certificate of nationality, licence from the competent authority if it is a commercial vessel), as well as its insurance policy covering the risks mentioned in section 4.7 below. Within 5 days of the expiry date of the Vessel's insurance cover, the User must submit a copy of the new insurance policy; otherwise, the Manager is entitled to terminate this agreement with immediate effect, whilst the guarantee shall be forfeited as a penalty clause in accordance with the terms of Article 6.1 below.

4.7. Throughout the initial term of this Agreement and following its conversion to an indefinite term, the User is obliged to keep the Vessel insured at least against the risk of causing pollution and against the risk of causing damage to the Marina's facilities in accordance with international and domestic regulations. Furthermore, throughout the initial or extended term of this agreement, the User is obliged to insure his civil liability and that of his agents for any damage to third parties that may be caused by him or his agents during the Vessel's mooring at the Marina.



4.8. In the event that the Shipowner is not a party to this Agreement, but rather a representative thereof, an agent or other holder of the Vessel by virtue of any legal relationship, such person shall be jointly and severally liable with the User as a principal debtor, expressly waiving any objections to division and apportionment, for the fulfilment of all obligations arising from this Agreement, the General Marina Operating Regulations and the Special Marina Operating Regulations, as applicable from time to time.

4.9. The User is prohibited from carrying out any repair or maintenance work on the Vessel without the Operator's permission. At the berth, only cleaning, washing and polishing of the Vessel are permitted, always using eco-friendly materials and carried out solely by the User or the vessel's permanent crew (as per the Register). Such work must be limited solely to tasks that do not cause pollution of the Marina's surrounding area (whether marine or land-based), and the use of open flames is strictly prohibited in all circumstances. In the event of any breach of the above prohibition, the Operator shall bear no liability whatsoever.

4.10. The User is obliged to comply with the Ship Waste Reception and Management Plan, which has been drawn up by the Operator and of which the User has already been informed.

5. OBLIGATIONS OF THE MANAGER

The Operator undertakes the following basic and specific obligations throughout the term of this contract:

5.1 It is obliged to provide the User with a berth as agreed in the contract or, should technical necessity or safety reasons arise, another equivalent berth.



5.2 The Operator must ensure the uninterrupted provision of essential services to the vessel, such as:

- Supply of electricity and drinking water via the marina's facilities.
- Collection of domestic waste up to the volume corresponding to the vessel's storage capacity.
- Maintaining cleanliness in the marina's communal areas.
- Security and basic supervision of the port, with appropriate safety measures, either through a physical presence or by technical means.
- Waste reception and management procedure as described in the Ship Waste Reception and Management Plan.

5.3 The Operator is obliged to maintain the port facilities, quays, mooring mechanisms and any other infrastructure directly related to the safe mooring and berthing of the vessel in a good, safe and operational condition.

5.4 In the event of an emergency (such as adverse weather conditions, fire or a maritime accident), the Operator is entitled and obliged to take all necessary measures to protect the facilities and vessels, notifying the User immediately.

5.5 The Operator shall not be liable for any damage or loss to the vessel or to movable property on board caused by force majeure, third parties or the fault of the User or persons authorised by the User.

6. PERFORMANCE GUARANTEE



6.1 The User is obliged to pay the Manager, upon signing this contract, the sum of **[€500, €1,000 or another amount depending on the size of the vessel/duration]** as **a performance bond for the terms of the contract.**

6.2 The guarantee shall be paid either in **cash** or by means of **a bank guarantee**, which must remain valid for at least one (1) month after the expiry or termination of this contract.

6.3 The guarantee shall not be set off against any mooring fees due during the term of the contract, unless expressly agreed otherwise by the parties.

6.4 The Manager shall be entitled to retain part or all of the guarantee in the event of:

- a) Non-payment of fees or other debts,
- b) Damage to the port area or the Marina's facilities caused by the User and/or their crew,
- c) Breach of any term of the contract.

6.5 The unused balance of the security deposit shall be refunded to the User within 30 days of the vessel's final departure from the Marina and the fulfilment of all their obligations.

7. TRANSFER OF VESSEL – CHANGE OF OWNER

7.1 In the event of a change in the ownership of the vessel (and, in the case of chartering, a change in the identity of the charterer) during the term of this contract, the User is obliged to



notify the Manager immediately and in writing, at least **10 working days** prior to the completion of the transfer.

7.2 The mooring contract **is not automatically transferred** to the new owner/charterer, unless:

7.3 The new owner/charterer submits an application for acceptance of the contract and the Manager expressly approves, in writing, the continuation of the contract in the name of the new User.

7.4 Otherwise, this contract shall be automatically terminated on the date of transfer of the vessel, without any obligation to compensate the User.

7.5 The original User remains liable to the Administrator for all obligations arising during the term of the contract, until the new User is approved.

8. OBLIGATION TO INSURANCE THE VESSEL

8.1 The User is obliged to keep the vessel **legally insured** throughout the duration of this contract, with an insurance policy covering at least:

- Third-party liability (for damage to persons and/or property),
- Damage that may be caused to port facilities or other vessels,
- Environmental pollution,
- Fire, explosion, collision, sinking and other common maritime perils.

8.2 The User is obliged to provide the Operator with **a copy of the insurance policy** and **a certificate** of its **validity** prior to the commencement



berthing, and to provide updated details upon each renewal of the insurance policy.

8.3 In the event of the insurance policy's expiry or cancellation, the Operator reserves the right to temporarily suspend or terminate the contract if a new insurance policy is not provided within a reasonable period (5 working days).

8.4 The Manager shall not be liable for any damage or loss arising from incomplete or invalid insurance cover for the vessel.

9. LIMITATION OF LIABILITY

The Manager shall not be liable for any bodily injury to the User, the crew and, in general, the User's agents, passengers or other visitors on board the Vessel, nor for any damage to the Vessel itself or its fittings, or to the property of the aforementioned persons, on board the Vessel or in any area of the Marina where they may be located, including cars or other vehicles, for any reason whatsoever, unless such damage or injury is attributable to (fraud or gross negligence) on the part of the Operator or its employees.

10. FORCE MAJEURE

10.1. Neither Party shall be liable for the partial or total failure to fulfil its obligations hereunder, provided that such failure is due to events of force majeure.

10.2. Force majeure shall be understood to include, by way of example and not limitation, the following events: natural disasters (floods, earthquakes, tornadoes, fires), natural disasters, war, acts of terrorism, epidemics, pandemics, acts of state or administrative authorities, strikes, power or water cuts not



attributable to the fault of the Parties, as well as any other event beyond the control and foresight of the Party entitled to invoke it, which makes the proper performance of the contract objectively impossible.

10.3. The Party invoking force majeure must notify the other Party in writing, without undue delay and no later than five (5) working days of becoming aware of the relevant event, setting out in detail the facts, the nature of the impediment and its relevance to its obligations.

10.4. For the duration of the force majeure events, the contractual obligations of the affected Party shall be suspended, without the imposition of penalties or liability. The suspension shall apply for as long as the force majeure event lasts, unless its duration exceeds sixty (60) calendar days. In such a case, both Parties may, upon prior written notice, terminate this contract without any liability or compensation on either side.

10.5. The exercise of the right of termination due to force majeure shall not affect any claims arising prior to the occurrence of the relevant event.

11. TERMINATION AND RESCISSION OF THE AGREEMENT

11.1. Termination by the Administrator for good cause This contract may be terminated without liability and with immediate effect by the Administrator, without notice, in the event of a serious or repeated breach of any term of this Agreement or of the Marina's Operating Regulations in force at the time by the User or persons authorised by him



The termination shall be notified in writing to the User and duly communicated to the Port Authority.

a) In the event of termination as defined above, the User shall be obliged to pay the Operator, for each day the vessel remains in the marina following the termination, an amount equal to one fifteenth (1/15) of the annual mooring fees, in accordance with the price list in force at the time. b) The Operator may remove the vessel from the port at the User's expense, risk and liability.

c) The security deposit paid shall be forfeited to the Operator as a penalty clause. d) Any mooring fees paid in advance shall not be refunded.

11.2. Termination by the User for good cause The User is entitled to terminate this agreement unilaterally only in the event of a material breach of the Administrator's contractual obligations, following prior written notice. The termination shall be deemed valid only if it is notified in writing and in good time to both the Manager and the competent Port Authority.

The removal of the vessel from the Marina without prior written notice does not constitute termination of this agreement and does not release the User from their financial obligations.

In the event of an unjustified or abusive termination: a) The deposit shall be forfeited to the Operator as a penalty clause. b) The prepaid fees shall be refunded. c) The User is obliged to pay any costs incurred in removing the vessel from the Marina.



11.3. **Termination** of of In the event of tacit renewal of the contract or its conversion to an indefinite term, either contracting party may terminate it by written notice, served on the other party at least thirty (30) days prior the desired date termination. Such notice must be given in writing, in the manner specified in Article 12.4 hereof.

In the event that the vessel is not removed after the expiry of the above deadline:

- (a) The provisions of paragraph 2 of this Article shall apply mutatis mutandis.
- (b) The Manager reserves the right to take legal action to have the vessel removed and to recover any damages or debts.

12. GENERAL PROVISIONS

12.1. In the event that the 'Contract for the Lease and Concession of Rights to Operate the Tourist Port of Naoussa, Paros' dated 16/05/2025 between the Operator and the Municipality of Paros, pursuant to which the Operator has the right to operate the Marina and grant mooring rights therein, is terminated or expires during the term of this Agreement, it is expressly agreed that the Municipality of Paros shall assume the obligations and rights of the Operator.

12.2. This Agreement is governed by Greek law. The courts of Syros shall have exclusive jurisdiction over any dispute between the Parties arising from this Agreement.



12.3. This Agreement constitutes the entire and sole agreement between the parties, superseding any prior written or oral agreement with the Administrator or its licensors.

12.4. Notifications of documents relating to this Agreement shall be deemed valid provided they are addressed to the Administrator at the following address: contact@portonaoussaparos.com

Notifications of documents from the Administrator to the User, including claims and other pleadings, shall be deemed valid if made in one of the following ways, by the discretion of the Administrator: a) by service on the master (captain) of the vessel, b) to a member of the crew, c) to a representative of the User, d) if none of the above are present, by affixing the document in a prominent place on the Vessel,

e) alternatively, at the discretion of the Administrator, at the Port Authority of Paros, which the User hereby specifically designates as its agent, at the following address: Port Authority of Paros, 84400 PAROS, GREECE.

12.5. Any amendment to the terms of this Agreement shall be valid and binding only if made in writing and signed by both Parties.

12.6. Any failure by the Administrator to exercise, in whole or in part, any right arising from this Agreement shall not be deemed a waiver of that right, nor shall it preclude its exercise in the future.



12.7. The Administrator maintains and processes a record containing the data of its contracting parties for the purpose of the proper performance of the contracts between them. The User retains the right to be informed and to raise objections regarding the retention of such data, in accordance with applicable legislation ([Link to the Privacy Policy and Data Protection Regulation](#)).

12.8. The Parties expressly agree that the details of this contract relating to the identity of the contracting parties, the name and other details of the Vessel, the agreed mooring fees, as well as any special terms and agreements included in this document, constitute confidential information and may not be disclosed to any natural or legal person, other than those required for the performance of this Agreement, without the prior written and express consent of the contracting parties. By way of exception, the Administrator reserves the right to assign this Agreement to a bank or credit institution, as well as to comply with any provision of law or court order requiring the disclosure of the aforementioned information to certain persons or state authorities.

In witness whereof, this agreement has been drawn up in two (2) copies, and having been read by the parties, has been signed by them, with one (1) copy being retained by the Administrator and one (1) by the User.

THE ADMINISTRATOR

THE USER