

**GEMYAT DELTA MARINA LTD.  
OPERATING REGULATIONS**

**ARTICLE 1 – DEFINITIONS**

A yacht is a sea-going vessel, which consists of cabin and restroom, convenient for the use in marine tourism with the purposes of touring, entertainment and sports.

The yacht owner refers to the natural or legal persons qua owners on the certificate of title, separately or all together, or the natural or legal persons whom are entitled for the managing of the yacht by the owner, or a charterer or an agency who operates the yacht/boat, and/or another person who holds the power of attorney document for operating the yacht/boat, and/or the crew, and/or individually or all together the owner of the yacht.

Marina indicates the Marina, which is located at the new Kyrenia Harbour.

The “establishment” operating under the name of Marina indicates Gemyat Delta Marina Ltd.

Operating manager refers to the authorized person who is entitled to be in charge and responsible of the operating of the Marina by the company managers.

Marina Security Area defines the field that is set aside for the use of mooring for the yacht owner, customers and the crew, which is put asunder from the public domain; consisting of floating piers, bulked lines, fuel station, slipway and car parks.

**ARTICLE 2 – MARINA UTILISATION**

**a-) Berth Allocation**

The owner of the yacht or the captain shows the entire documents of certificate of title, certification of seaworthiness, insurance policy and proves that s/he is entitled to sign the agreement within the entrance day to the marina, and is obliged to exhibere the documents of competency (identity card, passport etc.) to the Marina, and sign the contract within the same day. It is compulsory for the marina to form a contract for mooring/cark park for all the moored yachts.

The Marina is obliged to allocate a mooring place for each yacht owner who has signed a berth charter and the yacht owner can use the mooring place during the term of the agreement. The yacht owner is obliged to use the only mooring space that is allotted by the Marina. The yacht owner cannot come alongside or use another mooring space apart from the place allotted. On the contrary and despite all notices the contract concerning the yacht using a non-allocated mooring space will be terminated unilaterally. There will be no refund and the yacht will be excluded from the marina. One guest rope is given at the mooring place to fasten the yacht. The yacht owner acknowledges, states and undertakes all responsibility in the event of preferring to use additional guest ropes for fastening the yacht or not tying any of the guest ropes, or leaving any of the ropes loose. In any event, the yacht owner is liable for all damages resulting from fastening.

The berth charter is not a tenancy agreement and cannot be handed on anyway. The contracts are signed mutually by the yacht owner and the Marina management and are effective until the date stated therein. In the event of conveying the ownership of the yacht or selling it, to the account of the agreement, no refund will be made from the payment made to the establishment for the period of days when the services of the Marina were unemployed.

**b-) The Entrance and Exits and the Rules to be Followed Within the Marina**

Unless the parties agree on otherwise the yacht owner will cover the expenses for required guest ropes and fenders. The yacht owner is in charge of supplying the sufficient quantity of these guest ropes and fenders, replacing them when needed, their maintenance, being covered with fabric and their access. The yacht owner acknowledges, states and undertakes to supply and use and keep under control the necessary equipment for mooring the yacht safely on water. Most especially, the stern fast, which provides mooring of the yacht to the pier, is under yacht owner's responsibility and must be selected according to the characteristics of the yacht. The mooring unfit for the Marina will be replaced by deemed appropriate and the charges will be collected from the yacht owner.

The yacht owners who do not have a sanitary tank cannot use the restroom on yacht, wash the dishes, use detergent or launder on yacht while being located in the marina. They are allowed to use the WC, shower stalls and the laundry that is given by the Marina. If otherwise detected, the cleansing charges for the areas made soiled, such as the sea and the pier, will be collected from the yacht owner. No chemical substances can be thrown in the sea on no account. The Marina is entitled to unilaterally terminate the contract herein in any event of not complying rigidly with all regulations, bylaws and rules regarding marine and environmental pollution, and in any event of exceeding three times of warnings.

The Marina takes no responsibility in the event of a storm and state of emergency for rope breakage caused by your yacht, bumping to the pier and other possible damages, any harm caused by yachts' manoeuvre within confined space inflicting on damages by colliding with other yachts and/or any harm or damages such as collision or sinking caused by other yachts' rope breakage. The yacht owner undertakes to keep a compatible becket, anchor ring and fairlead on board. Marina is not liable for the damages caused by becket, anchor ring, bollard or fairlead breakage.

With this contract herein, the establishment is liable for allocating an appropriate mooring space for the yacht, not a particular place within the Marina if required by the yacht owner. The contract regards only the accommodation of the yacht set out herein within the marina moored or belayed on water, and it does not allow mooring or keeping the entertainment devices such

as zodiac boats or jet-skis and etc. during summer or winter even if they belong to the yacht. These devices must be kept on deck.

The establishment can reserve a place for the yachts on land, which is defined as dry dock area. Reservation on land is bound by having signed a lift or a dry dock area contract.

The reservation on land is in compliance with the Marina's layout plan.

The Marina is at all times entitled to change the yacht's place on land or on water whenever it is necessary, including any dangerous situation, without giving any notice to the owner of the yacht. It is not essential to ask permission from the owner of the yacht for the process of relocating the yacht. However, the establishment is liable for noticing the owner of the yacht with written or verbal notification consisting of the necessities for relocation, after and as soon as it is administered. The Marina has the right to enter the yacht when it is deemed necessary to re-fasten, move, change its place, remove, launch and save and for other facilities that are not set out herein, for its security and safety of those who operate the yacht.

The Marina is entitled to terminate the contract unilaterally when members of Delta Marina and boat/yacht owners, crew or anyone that is entitled as a customer shows an attitude that disturbs the Marina, other members or any other person with any behaviour that does not fit the demeanours of the society, or gives distress with a noisy engine or a device that causes sound, light or visual pollution. In case the yacht owner is willing to sell their yacht, the new customer acknowledges and undertakes to accept all guidelines herein. In the event of, the Marina having allowed the previous yacht owner in writing to have a new place for their boat, a new contract can be signed with the new owner considering any available space for the yacht.

The yacht owners are jointly and severally liable for the compensation claimed for the damages in case of harming other sea vessels within the marina. It is prohibited to swim, fish or ride jet-skis within the Marina. Disturbing or environmentally polluting behaviour is not acceptable.

Any harm or damage that may occur while maintenance, reparation and production work is included in the establishment's financial liability insurance in the event of technical services not being operated by the establishment. The Marina is liable for compensating the damages caused by Marina employees in consequence of any activity. Nevertheless, if the yacht owner or their staff is found in fault for causing the damage, the establishment will undertake limited responsibility imputed to the Marina.

In return for subcontractor work permit, the Marina requires entrance fee or commission from the people or firms who will be working pursuant to Marina operating rights. (Allowing work permit for subcontractors does not make the Marina liable for the damages caused by subcontractor's services.)

The yacht owner, captain or the authorized person cannot demand service or supplies from staff, workman or subcontractors without noticing the Marina in writing.

The yacht owners and captains are obliged to inform the Marina office with a written notification consisting of their address, contact numbers and destination in case of leaving the Marina and the yacht. While the Marina possesses the entrance keys of the yacht, no damage is under Marina's responsibility other than any caused by Marina's negligence or fault. Keys to the yacht cannot be given to any third party without written permit. (A written permit can be processed via electronic mail.)

The establishment can use the empty mooring space of the yacht in its absence for others and can earn income on establishment's behalf.

In any event of replacing the owner of the yacht who has a valid contract with the Marina, no refund can be required from the establishment by the previous or the new yacht owner. In the event of Marina acknowledging to form a contract with the new owner of the yacht, the new owner must enter into a new contract with the Marina immediately (within 7 days).

**The contract is only effective until the agreed date and for the boat aforementioned within the certificate of buoyage. Within the term of the contract in case of changing owners of the yacht, the contract loses validation and the agreed account on the contract is closed.**

The yacht owner who signs this contract within this period cannot bring another boat within the moorings. The term and the allotted place assigned by this contract cannot be handed on to another boat.

The earliest date of launching is end of May and the mooring of the yachts begins by 15 September. By the end of October the season ends and all boats are put ashore. By 1 November, if the yacht is still not put ashore owing to the owner's manner, the Marina operates the procedure per se and the yacht owner is bound to pay all expenses with 50% penalties.

In the event that the boats contracting with the establishment and with a length of max.10 metres during winter season providing that it does not exceed three days and on the condition that it is on weekend they can benefit from the lift services with a discount, which would be suggested by the Marina. As for the boats lodged on their own floors and trailers with more than 10 metres of length shall benefit from the lift discount on the price tariff, which is provided solely for that year on the condition that it is on weekend and it does not exceed three days in the event of convenient climate. During winter season the boat owner by no means can demand a mooring space on water from the establishment. Apart from winter season, the rates without discount on establishment's price tariff are in effect.

(Except for the Seasonal Contracts) "The Annual Land Storage Contracts" can be renewed prior to the expiry date with mutual agreement on yacht owner's demand. On the condition that the payment is made in advance coefficient tariff will be applied. With credit payments the double amount of the rate will be applied stated on the prepayment table. The boat owner irrevocably acknowledges to pay boat length x boat width x days with coefficient x € 2 as of arranged compensation for damages until the boats are removed; on the condition that they are left at the marina in the event of dissolved or not extended contracts. In the

event that the boat owner is not present for renewing, signing and/or to make the payment on the condition of amendment to the terms of the contract, if these amendments are sent to the owner, prior to the expiration of the old contract, in writing (as of post, e-mail, fax) as a new contract, the boat owner will be considered to have accepted the new terms in addition to the terms within previous contract. The Marina is entitled to maritime lien concerning the boat herein or another (a sister ship) that is owned by the yacht owner on the condition that the obligations specified within the contract herein are not met, especially the obligations regarding payment and/or renewal of the contract.

And withal, as per the terms of the contract the yacht owner is responsible for having the caps open, affixed, optionally leaving the bilge pump and batteries "on" of your boat stored on land for the purpose of wintering as long as it is lodged. Necessary precautions (especially water drainage systems) must be taken by the yacht owner to prevent bilging caused by rainwater or other reasons. The Marina has no obligation other than discharging the water in the boat, which is a paid service upon the owner's request.

As cleaning puddles and accumulated dust over the awning and/or within the boat caused by rainwater or other reasons throughout winter will not be under Marina's responsibility, the necessary examination and taking precautions beforehand and all other responsibilities throughout winter season should be taken by the boat owner.

The Marina on no account does not take any responsibility in the event of a storm and state of emergency causing any harm including submergence, damages caused by other boats while manoeuvring or damages caused by other boats' rope breakage. The yacht owner is responsible for the person in charge with the yacht's manoeuvre within the marina and all services concerning seamanship having a valid and a qualified licence and the entire outcome.

The yacht owners are obliged to notify the Marina beforehand about the third persons who will use the yacht in their absence. The yacht owners are individually, jointly and severally liable for maritime tort caused by third parties due to negligence inflicting on damages to other yachts and Marina's staff and equipment while belaying the yacht/boat and exiting the marina, mooring, reparation, towing/anchoring, maintenance or renovation.

Any damages and costs that may occur are not included to Marina's indemnity insurance, and will not be under Marina's responsibility. The persons who are not authorised by the yacht owner in writing will be excluded from the marina by the establishment. The yacht owner undertakes that the Marina will not be liable for any loss or damages caused by these persons' exclusion from the marina.

Any harm caused by natural disasters such as; flood, submersion, strong breeze, gale, strong gale, whirlwind, earthquake etc. are not consisted within Marina's indemnity insurance. Any harm caused by natural disasters such as; flood, submersion, strong breeze, gale, strong gale, whirlwind, earthquake etc. resulting in falling, tumbling, breaking, scouring and damaging the boats surrounding and/or equipment such as; porthole, porthole glass, etc. breaks or damages other boats due to falling are not under Marina's responsibility.

The yacht owner must take all precautions in order to prevent an occurrence of fire, must keep fire-fighting equipment that is annually checked and readily available that can immediately be used in case of a probable fire with convenient standards and qualifications and must have it registered.

The establishment designates the speed limits within the marina; on the condition that there are no warning signs, the maximum speed limit is 10 km/h. The vessels will be excluded from the establishment belonging to the owners who do not comply with this speed limit.

The Marina provides a one-vehicle parking space for each yacht/boat owner and the customers benefiting from the services of the Marina/establishment can only park within the spaces allotted for car park. The Marina is entitled to limit the provided parking space and to charge fees for guest vehicles, which will be designated and announced. All must comply with the rules binding the traffic on land.

### **c-) Towing/Anchoring**

The Marina can allocate a place for the yachts/boats within territorial fields and waters. The allocation of a place is in accordance with having an accommodation contract signed between the Marina and the yacht owner.

Towing-Anchoring Contract is assessed as a whole and the charges are collected in advance.

It is necessary that there are no staffs on or in the yacht while the yacht placed on land via lifting. The matter herein is under yacht owner's responsibility.

The yacht owner is obliged to comply with Marina's booking date for the towing/anchoring procedure. The Marina can adjourn the towing/anchoring procedure to another convenient day, if the yacht owner does not make the required preparation. Any damages caused as a consequence are chargeable to the yacht owner.

The yacht owner must pay balance due, if any, before launching the boat. In the contrary case, the yacht owner is liable for the damages that occur based upon delayed or cancelled launch of the boat. The damages that may occur in due course of having the boats and yachts put ashore by marine travel lift or in due course of having them launched or while the vessels are taken off from another lift or in case the decayed or weak parts fall off while the vessel is put on another lift or in case the keel separates from the centreboard or vice versa, are left out of Marina's indemnity insurance.

The inadequacy or failure of the lift in operation, or the incapacity and failure of the staff operating the lift causing any loss or damages, the Marina is liable for covering the losses, as included in its indemnity insurance, in the event that it is found guilty of negligence by court decision

It is acknowledged that the yacht is delivered to the owner after towing and anchoring.

The Marina cannot be held liable for not starting or aborting the procedure of docking caused by inconvenient circumstances (wind speed, sea level, darkness etc.)

The yacht cannot be put ashore before the foresails are removed.

### **ARTICLE 3 – INSURANCE OBLIGATIONS**

The yachts are obliged to have a valid and qualified insurance (of a fully comprehensive boat insurance and a third party liability). The yacht owner states, undertakes and acknowledges meeting all obligations necessary considering this matter. An assurance policy sample will be submitted to the Marina exploitation management in due course of forming the berth charter, in the event of no submission the liability continues for the yacht owner. Additionally, the yacht owner or their representative is directly and severally liable for the damages in event that the loss is not covered by the third party liability.

Expired and not renewed contracts terminate per se.

The damages caused by the yacht owner, the crew, guests and subcontractors to their own yacht, and/or other boats/yachts or to the marina facilities are not involved within the indemnity insurance and the Marina does not take any responsibility.

Directly or indirectly no one can be employed within the Marina without an insurance and work permit. Those allowed for any reparation work are obliged to exhibere a copy of third party liability and all legal receipts of permission to the marina before they begin to work. The work cannot start in the event that the Marina deems indemnification amount insufficient and its content inadequate.

### **ARTICLE 4 – ADDITIONAL SERVICES**

Facilities such as water supply, electricity, shower/WC, telephone, fax and other telecommunication services along with mooring boat and support services benefited when a yacht enters or exists the marina are provided with payment or free of charge, temporarily or sine die, in accordance with the general policy of the establishment. The establishment designates the duration and/or charges for these services.

The establishment is not liable for the charges beyond the quality and quantity of the additional services and the designated charges that will be applied to these.

It is impermissible to bring worker/workman etc. from outside regarding the work/reparation and renovation, which will be performed by the workers employed by the Marina and/or the firms it represents. Such attempts must be discussed with the Marina management.

In compulsory cases, the Marina management may allow these attempts if deemed appropriate for a certain payment or may not allow, if the occasion requires.

### **ARTICLE 5 – SAFETY**

The Safety services provided by the Marina stand only as a deterrent. On account of the fact that the safety services stand only as deterrent precautions, the establishment cannot be hold liable for the probable damages and loss that may occur within the Marina (on land and/or on water) regarding the registered and unregistered equipment within yacht's inventory, trailers, thwart, pillows and coverage, without exception, partly or wholly stolen, lost, caused damages and on the condition that the yacht owner suffers pecuniary loss and intangible damages on account of injury, death or on account of terrorist incident.

### **ARTICLE 6 – PAYMENT**

The Yacht/Boat owner or the captain can make the payment in cash or with credit card. The obligation to pay is one of the essential elements stated within the contract herein; hence in the event that the payment is not made on time and/or deferring of the payment, without the need to notify, the establishment is entitled to maritime lien since the vessel herein will be considered as occupying space, either within moorings or in berth accommodation and for missing papers, misrepresentation or not making payment service charges, and the owner will be responsible for paying the damages with arranged or unarranged rates. The berth accommodation tariff is paid in accordance with the attested tariff by Ministry of Public Works and Communications of TRNC. The rates are duly rearranged each year. Official fees for annual contract certification of €75 will be added to charges.

### **ARTICLE 7 – THE TERMINATION OF MOORING AND LAND LODGING CONTRACT**

The yacht owners and guests benefiting and being present at the Marina are obliged to comply with and acknowledge all the rules designated by the establishment right from the start of their presence. Pursuant to the provisions of the regulations herein, the persons with contrary behaviour and actions to the rules of the establishment, whom the yacht owner is responsible for, will cause the breach of the contract. In the event of this case, Marina unilaterally terminates the contract or contracts without the obligation to notify and warn. In the event of termination of the contract due to wrongful acts, no refunds are made for any paid service charges and payment by anticipation and advance payment. In addition, the rights of the establishment for pecuniary and non-pecuniary damages are closed. The yacht/boat owner cannot demand compensation or claim a right upon termination caused by breaching the rules of regulations.

The Marina management is entitled to unilaterally terminate the contract herein, unless the yacht owner and other benefiteres of the Marina do not meet the charges concerning the Marina commission, usage fees, supplied work, any provided service or depths accumulated for any reason.

Not but what, the boats/yachts belonging to the owners who do not renew their contracts in any case within a year or comply with the obligations, no matter where they are being accommodated, without the obligation to notify and warn and without needing any court decision and judicial sentence, the establishment has the right to establish general or specified lien or apply maritime lien; and even if the property/boat/yacht applied maritime lien is sold to any third party, its delivery is declined to the owner until the aforementioned depths are paid.

The benefiter is obliged to leave the Marina taking all vessels on the same day in the event of expiration and indication that the contract will not be renewed by the benefiter, or unilateral termination of the contract by the establishment. Failing to do that, it is binding to pay compensation of €100 in addition to the daily moorage unit cost for each square metre of the area value designated within the contract.

Until the yacht owner pays the depths, the Marina may decide on arresting the ship and may not allow it to leave the port with the port authority, which binds the establishment.

Subsequent to signing of the contracts, in the event that the benefiter terminates the contract upon will, the establishment is obliged to refund the payment regarding the period that the customer has paid in advance.

## **ARTICLE 8 – GENERAL CONDITIONS**

All members of Delta acknowledge and undertake in advance to comply with all rules designated or will be designated by the establishment, either indicated or not within this contract and the general and special terms that will be amended when deemed appropriate.

Delta Marina has the right to amend the conditions mentioned above considered necessary for the marina's safe and productive functioning and administration. The amendments and additions are in effect after giving a written notice to the yacht owner. According to these regulations, giving notice is deemed as informing the boat/yacht owner in person, via post or courier sent to the address indicated within the contract (or the post box of a recognised business organisation) or via text message or via e-mail (electronic mail) via announcing it on Delta Marina's web page and/or having it affixed on any place easy to remark on the boat/yacht.

## **ARTICLE 9 – SPECIAL CONDITIONS**

The regulations herein stand as an attached appendix of mooring and towing/anchoring contract, whether signed or not, will be binding for all yacht owners who enter the marina with their yachts/boats and have them accommodated, hence all of the vessel owners are obliged to comply with the provisions of regulations. The boat owner, who brings the vessel within the marina upon the offices' request, in consequence of its publicity on Marina Web pages; states, acknowledges and undertakes that their vessel being present at the Marina, although not having signed the contract complies with the provision of regulations herein.

Although entering the Marina, the yacht owner who has not signed the contract; states, acknowledges and undertakes to make the payment to the Marina establishment, which would be calculated considering the accommodation season and signing moorings and lodging contract and/or the payment will be designated considering the price tariff in effect and with this (coefficient) sum up the payment will be made to the Marina.

All articles of the contract herein are limited with the Marina's capacity and capability.

## **ARTICLE 10 – LEGAL DISPUTES**

The regulation herein consists of ten articles and five pages. Any disagreements resulting from interpretation and operation of this regulation the governing jurisdiction is TRNC Courts and forced execution offices.

I have read and accepted the general operating regulations herein, which is attached to the yacht/boat towing/anchoring.

Name of the Yacht

Date/Location:

**DELTA MARİNA LTD.**

**Füsun ŞEN  
MANAGER**

**AÇIK İSİM VE İMZA  
NAME / SIGNATURE**

...../...../.....