

BASIC PRINCEPES OF RENTAL AGREEMENT

Owner	HK Ltd Lilienthalstrasse 16, 93049 Regensburg Mobile: + 5.1.2.e Email: 5.1.2.e@hotmail.com
Tenant	Municipality of Utrecht Stadsplateau 1 3521 AZ UTRECHT Factuur@utrecht.nl tel. 5.1.2.e
Rental property	Ship 'Danubia' Hull built: 1980 Type: Passengership Flag: German Capacity: 154 (77 cabins) Dimensions (m) : Loa 98.98 - Width 11.07 - Depth 1.50 - Height 6.00 Registration number: BSR 1159 / ENI: 04800100 Other information: - The cabins (10 m2) are equipped with toilet, shower, radio and telephone. - Restaurant with 154 seats - Lounge bar with 120 seats - Bar with 20 seats - shore connection and a sewer.
Rental period	2 (two) Years
Commencing date	<DATE> 2022
Date first payment	<DATE> 2022
Termination date	<DATE> 2024
Rental price	€ 5.1.1.e excl. VAT daily

THE UNDERSIGNED

1. HK Ltd, located in Regensburg (93049) at Lilienthalstrasse 16, registered in the trade register of the chamber of commerce under number HRB 16813, duly represented in this matter by Herr 5.1.2.e

hereinafter referred to as: "5.1.2.e"

and

2. Municipality Utrecht, located in Utrecht at Stadsplateau 1, 3521 AZ, registered in the trade register of the chamber of commerce under number 30280353, and based on the current mandate regulation (to be consulted via www.overheid.nl) and the Gemeentewet legally represented by <Mr/Ms> <NAAM> in his/her function of <Function> (<ORGANISATIEONDERDEEL>), who hereby decides on behalf of the mayor and aldermen to enter into this agreement,

hereinafter referred to as: "Municipality"

HK and the Municipality, hereinafter each to be named individually : 'Party' and collectively also referred to as: 'Parties',

TAKING IN CONSIDERATION THAT

- a. HK is owner of the ship Durbania (the Ship) currently located in Hungary;
- b. The Municipality as a result of the refugee crisis caused by the war in Ukraine is looking for locations to shelter refugees from the Ukraine;
- c. HK is willing to rent out and ship her Ship to Utrecht for this purpose;
- d. Parties wish to record the agreements in this agreement, hereinafter referred to as; "the Rental agreement"

DECLARE TO HAVE AGREED AS FOLLOWS

Article 1 The Ship

1. Upon commencement of the rental agreement the Ship will be, or was, delivered to the Municipality , and accepted by the Municipality , in good condition, free of defect. This is the condition that will allow the Ship to provide the Municipality with the enjoyment that the Municipality may expect upon commencement of the rental agreement of a well maintained Ship of the type to which the rental agreement relates.
2. The general, the structural and technical condition in which the Municipality accepts the rented Ship upon commencement of the rental agreement will be recorded by the Municipality and HK in a delivery report (with photo's) to be added as an annex to the rental agreement and to be signed by or on behalf of the parties. A detailed inventory list will also be recorded by Parties and added as an annex to the rental agreement. Such delivery report and inventory list will form part of the rental agreement.
3. Any defect that may exist upon commencement of the rental agreement will be stated in the delivery report. Any such defect will be corrected by HK within reasonable term. If HK fails to do so, HK will not be in default until after having been given notice of default by the Municipality.

Article 2 Duration and termination of the agreement

1. The rental agreement will commence on <DATE>2022, or as much earlier of later as Parties agree, for a period of 2 (two) years and ends on <DATE>2024.
2. After the expiration of the period specified in article 2.1 the rental agreement shall terminate by operation of law without any legal act of the Parties being required.
3. 6 (six) months before the end of the rental agreement Parties will enter into consultation regarding a possible extension of the rental agreement for a period of at least 1 year up to 3 years.

Article 3 Rental Price and terms of payment

1. The rental price is € 5.1.1.c excl. VAT per day and includes;
 - Rental of ships with standard equipment according to the Ship inventory list
 - Nautical/technical crew (2 employees) according to the specification per ship.
 - Insurance for ship and crew
 - Laundry (if on board at commence)
2. The rent is to be paid every month in advance, receipt of payment no later than 7 days before the end of the previous month.
3. The rent is indexed after 2 years, in anticipation of a 1-year extension of the reflections
4. In the event of a delay in payment, HK can withdraw from the contract after issuing a reminder and setting a grace period of at least fourteen days if the charterer is completely or partially in arrears with the payments according to this payment plan.

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ivm betalingen vanuit de gemeente

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Article 4 Services and additional costs.

1. All necessary adjustments to the Ship and/or the berth and shoreside facilities can be made by HK in close cooperation with the Municipality. The actual cost of this work plus 5% processing and administration costs will be charged to the Municipality.

2. HK can also offer internet and television on board of the Ship. Depending on the exact needs of the Municipality, a specific offer can be prepared.
3. The Municipality will pay HK a one-off amount of € 5.1.1.c for start-up costs when the rental agreement is signed.
4. All other costs of operating/hiring the Ship as well as planned accommodation activities are the responsibility of the Municipality. These include and relate primarily to; - fuel, shore power, Security, Internet, VAT and all other taxes, waste disposal, drinking water, Final cleaning.
5. The Municipality enters into a separate agreement for Catering and Facility Services with Mood & Roots Events B.V. at Kampen.

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en wat valt er precies onder de opstartkosten? Nader specificeren? Ik neem aan dat we een onderbouwing van de kosten willen zien (offerte/facturen oid).

Article 5 Changes and additions

1. Without the prior written consent of HK, the Municipality may not make, cause, or have any changes or additions in, on or to the Ship, or its fitting-out or appearance.
2. The Municipality is not allowed to attach objects to the walls or doors.

Article 6 Liability

1. HK accepts liability for the operation of the Ship and for other third parties (who are entitled to be on board according to their function on behalf of the Shipping Line), but not for the personal liability of the Ukraine refugees.
2. Therefore, at HK's expense, all costs of maintenance, repair and renewal work on the Ship.
3. HK accepts no liability for the supervision of the Ukraine refugees on board or for checking which Ukraine refugees and representatives of the Municipality are allowed on board.
4. The Municipality is liable for all damage to the Ship unless the Municipality proves that the damages is not attributable to her and the persons for whom the Municipality is responsible.
5. Normal usage wear and tear cannot be considered damage.

Article 7 Additional Agreements

1. All prices in this rental agreement are exclusive of VAT, if applicable. Parties agree that the VAT rate of 21% applies to the services described in this contract.
2. The cabins are cleaned by the Ukrainians themselves.
3. Wifi network and repeater are installed on the ship.
4. The amount of diesel in the Ship's tank is determined upon berthing and recorded in a protocol by the representatives of both Parties. At the end of the rental agreement, the content is also measured. Any differences will be settled at the then applicable market price.
5. Smoking is not allowed on board, the Ship is smoke free.
6. Cooking in the cabins and common areas is prohibited.
7. Should changes or additions to this contract be necessary, these must be agreed in writing between Parties.

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Article 8 Forum and choice of law

1. Any disputes arising from the rental agreement and related agreements shall be submitted exclusively to the competent Dutch court and shall be subjected to Dutch law.

Article 9 Annexes

1. The annexes below are an integral part of this agreement;

- Delivery rapport
- Inventory list
- Valid Certificates of the Ship
- Valid Insurance policies
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SIGNATURE

This rental agreement has been drawn up in <NUMBER> and signed
in _____ on _____ 2022

5.1.2.e

Municipality Utrecht

On behalf of the mayor of Utrecht

NAME:

NAME:

FUNCTION:

FUNCTION