

	<h1>“LUKA KOTOR” AD</h1> <p>Park slobode 1, 85330 Kotor, Crna Gora tel. centrala: ++382 32 325 573; fax: ++382 32 322 344 izv. dir.: ++382 32 325 571; računov.: ++382 32 325 572 www.portofkotor.com; e-mail: portofkotor@t-com.me</p>			Datum
				Strana 1/1
			 	
			sertifikovana prema ISO 9001 i ISO 14001	
Dokumentacija kvaliteta	LKO 61	Izdanje 1/13	Dopuna	
			Strana	

CONTRACT ON USAGE OF BERTH

Concluded on _____
by and between the »Port of Kotor« JSC Kotor, 85 330 Kotor, St. Park slobode 1
(hereinafter referred to as: The Port) and

User of the berth:

Name and Surname/company name/legal representative/authorized representative:

Address:

Country:

Passport Number (ID Card)

Phone number:

Email address:

Article 1

The Port is herewith obliged to allow the usage of the berth exclusively for the following vessel:

1. Name and label of the vessel:

2. Type of the vessel:

3. Call sign:

4. Registry port:

5. Flag:

6. Overall length (m)

7. Maximum width (m)

8. Draft (m)

9. Weight

10. Material of construction:

11. Construction year:

12. Type of engine:

13. Engine power (Kw)

14. Engine number I II

15. Insurance _____ a) third party b) casco

Insurance policy number _____

Amount up to which the vessel is insured _____

16. Date of arrival

17. Proof of ownership

18. Vessel document type and number

Article 2

During the term of this Agreement, the »Port of Kotor« JSC shall lease the berth according to the applicable price list for the current year. Both Contracting Parties may request amendments during the term of the Contract (see Clause 5).

Article 3

The user of the berth shall pay a fee according to the price list for the use of the berth until the last day of use to be invoiced in advance.

In the case of non-payment within the deadline specified in the delivered invoice, until the full settlement of the debt, the user of the berth shall be charged the price of the daily berth according to the applicable price list.

Other services provided by the »Port of Kotor« JSC from the scope of its activity shall be paid by the user of the berth or other contracting party immediately upon provision of the service.

For untimely payment of invoices, for the liabilities that are outstanding and due for payment, a default interest shall be charged in accordance with the law.

Clan 4

The constituent parts of this Contract are:

- General Operating Terms for the users of berths in the Port of Kotor waters;
- Rules of Conduct in the Port of Kotor waters.

Article 5

This contract is entered into for the period from

_____ to _____

with the term of payment according to the issued invoices, and up to the last day of use.

The »Port of Kotor« JSC may also terminate the Contract in the following cases:

- Failure to comply with the General Operating Terms for berth users in the Port of Kotor waters, and Rules of Conduct in the Port of Kotor waters.
- Non-payment of fees for the use of the berth and services within the agreed deadline.

Article 6

The Contracting Parties shall try to amicably resolve any disputes arising from this contract. If this is not possible, they shall be resolved by the Commercial Court in Podgorica having the actual and local jurisdiction.

Article 7

This contract is made in 4 (in words: four) identical counterparts, of which the Port shall keep 3 (in words: three) counterparts, and the berth user shall keep one counterpart for own purposes.

Done at: Kotor, _____

User of the berth:

»Port of Kotor« JSC Kotor
