

# BAREBOAT CHARTER AGREEMENT

MADE this \_\_\_\_\_ day \_\_\_\_\_ month \_\_\_\_\_ year by and between, hereinafter referred to as OWNER, and (your name) \_\_\_\_\_ of \_\_\_\_\_ (your address) hereinafter referred to as the CHARTERER, WITNESSETH: WHEREAS, OWNER is the owner or agent for the owner of that certain yacht described as follows: \_\_\_\_\_ **Motor Yacht Express Cruiser** which is hereinafter described as the Yacht, and which includes all equipment, fixtures and other property delivered to CHARTERER with said Yacht: AND WHEREAS, CHARTERER wishes to charter said Yacht for him or herself and no more than \_\_\_ guests from the OWNER:

NOW THEREFORE, in consideration of the foregoing, the mutual covenants contained herein, and the sums paid and to be paid in accordance herewith, the OWNER agrees to let and the CHARTERER agrees to hire the yacht upon the terms and conditions set forth below:

1. TERM: The term of the charter shall commence at: \_\_\_\_\_ start time ON THE \_\_\_\_\_ day \_\_\_\_\_ month \_\_\_\_\_ year AND THE TERM SHALL END AT: \_\_\_\_\_ end time ON THE \_\_\_\_\_ day \_\_\_\_\_ month \_\_\_\_\_ year

2. RENTAL: The total rent to be paid by the CHARTERER to the OWNER is \_\_\_\_\_ in \$US Dollars. The full amount of which shall be paid in order to secure rental.

3. DELIVERY AND REDELIVERY: The OWNER agrees to deliver the yacht in full commission and in proper working order, outfitted as a yacht of her size, type and accommodations, with full equipment, inclusive of that required by law, and fully furnished, including galley and dining utensils and blankets, staunch, clean and in good condition throughout and ready for service. Nevertheless, should it be impossible for the OWNER to make delivery as stipulated through causes beyond his control and should such delivery be not made, then this Agreement may be canceled by the CHARTERER and any charter money paid in advance shall be returned to him, which shall be CHARTERER'S sole remedy, or may reschedule to later date. The CHARTERER agrees to redeliver the yacht, her equipment and furnishings, free and clear of any indebtedness incurred for the CHARTERER'S account, at the expiration of this charter, to the OWNER, at his dock in as clean a state as when delivery was taken, ordinary wear and tear excepted. If the yacht is not redelivered in a clean condition, CHARTERER will be charged **unspecified** for cleaning / repairing. The CHARTERER is responsible for allowing sufficient time for redelivery, but should it be impossible for the CHARTERER to make redelivery of the yacht as stipulated, he shall immediately notify OWNER, and he shall pay such demurrage pro rata to the OWNER for the time that such redelivery is delayed, and in addition thereto shall pay all costs of such redelivery, if any, except in the event of total loss to such yacht, in which event the rights and obligations of the parties shall be determined by other provisions of this Agreement.

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4. NAVIGATION LIMITS: The OWNER does not guarantee any destinations. The navigational limits of the Yacht are determined by the Yachts insurance policy; thus the CHARTERER agrees to restrict the cruising of the Yacht to the coastal and inland waters of local water ways.

5. INSURANCE: The OWNER agrees to keep the Yacht insured against Fire, Marine and Collision risks, and with Protection and Indemnity coverage, for the term of this charter, the policy to be held by him as full protection for any and all loss or damage that may occur to, or by, the Yacht during charter period, and the liability for loss or damage shall be limited to not more than the amount of the deductible feature of the OWNER'S policy for covered events, and in case of any accident or disaster the CHARTERER shall give the OWNER prompt notice of same.

6. ACCIDENTS: CHARTERER bears the risk of any loss of use resulting from his act, default, negligence and/or poor judgment. The OWNER agrees that should the Yacht after delivery sustain breakdown of machinery and be disabled or severely damaged due to a major system breakdown essential for the running and navigation of the Yacht, and so as to prevent the use of the Yacht by the CHARTERER for a period of not less than forty-eight (48) consecutive hours at any time, the same not being brought about by any act, default, negligence, and/or poor judgment of the CHARTERER, the OWNER shall make pro-rata return of the rent to the CHARTERER for such period in excess of the said forty-eight (48) hours that the Yacht shall be disabled or unfit for use. The OWNER, and only the OWNER, shall determine if there is cause, act, default, negligence, and/or poor judgment by the CHARTERER. The OWNER, and only the OWNER, shall determine if the breakdown is that of a major system essential for the running and navigation of the Yacht, and so as to prevent the use of the Yacht by the CHARTERER.

7. REPLACEMENTS: The CHARTERER agrees to be responsible for and to replace or make good any injury to the Yacht, her equipment or furnishings, caused personally by himself, or any of his party, and agrees to be responsible for any loss or damage to hull, machinery, equipment, tackle, furniture, or the like. CHARTERER acknowledges that damage caused by engine overheating is not covered by insurance and that all repair costs incurred from overheating shall be the full responsibility of the CHARTERER.

8. LIENS AND REPAIRS: Neither the CHARTERER nor anyone acting upon his behalf has the right or power to permit or suffer the creation of any maritime liens against the Yacht. The CHARTERER agrees to indemnify the OWNER for any charges or losses in connection therewith, including reasonable attorney's fees. Further, CHARTERER is responsible for all consequences of any unauthorized repairs.

9. RUNNING EXPENSES: The CHARTERER agrees to accept the Yacht delivered as herein above provided and to pay all running expenses during the term of the charter, fuel (included), water, dockage, pilotage, port charges, provisions, supplies, and other consumable stores for himself and his party.

10. INDEMNIFICATION: The CHARTERER agrees to indemnify and save the OWNER harmless from any and all liabilities for loss or damage to third persons and their property occasioned by the negligence or default of the CHARTERER, except to the extent that any such liability is covered by the OWNER'S insurance.

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11. SKIN DIVING AND SWIMMING: The OWNER and the insurance underwriters of the Yacht accept no responsibility or liability for accidents, injuries or death due to swimming or the use of snorkels, masks or allied equipment such as self-contained underwater breathing apparatus (SCUBA) equipment,

whether or not it is provided by the OWNER or CHARTERER. No warranty of any type is made by OWNER regarding any such equipment which may be provided with the Yacht.

12. RESTRICTED USE: The CHARTERER agrees that the Yacht shall be employed exclusively as a pleasure vessel for the sole and proper use of himself, his family, guests and servants, during the term of this charter. The Yacht shall not be used to transport merchandise or carry passengers for pay or to engage in any trade whatsoever. Nor shall the yacht be used in any way which violates the laws of the United States or of any other jurisdiction in which the yacht may be at any time.

13. SMUGGLING: Federal and state laws prohibit the use of any vessel for the transport or possession of any drugs or any other controlled substance the possession of which is restricted or forbidden by law. In addition to possible criminal and civil penalties against the violators, the law allows for the forfeiture of any vessel which is used in the transport or possession of such substances.

14. ASSIGNMENT AND SUBCHARTER: The CHARTERER agrees not to assign this Agreement or sub-charter the Yacht without the consent of the OWNER in writing. Any attempt to assign or sublet this charter shall be void without the written consent of OWNER; however, the OWNER may give such consent after the fact in order to bind the assignee or sub-charterer. No assignment or sub-charter shall release CHARTERER from the obligations imposed by this Agreement, unless the OWNER gives a specific release in writing.

15. BROKERAGE FEES: The OWNER and the CHARTERER agree to recognize       N/A       as sole broker in connection with this Agreement. It is further agreed by the OWNER and CHARTERER that once this Agreement has been signed by both parties and the charter fee has been paid in full, the said broker shall have no further connection, obligations, or responsibility in connection herewith in to either party.

#### 16. CANCELATIONS:

- 15 days or greater from check-in date= full refund (full refund on all money deposited toward rental; initial non-refundable deposit is forfeited if rental agreement is not returned within 24 hours of its receipt).
- 7-14 days before check-in date= no refund but renter gains booking credit towards future date within 120 days of original check-in date.
- 6 days or less from check-in date= no refund and money is forfeited.
- Cancellations due to inclement weather\*= Renter will be notified 24-48 hours in advance and can discuss rescheduling on an available date within 120 days of original check-in date or full refund \*Inclement weather includes: hurricanes, tornadoes, high winds, thunderstorms and lightning.

Weather conditions can vary and arise very quickly on the water. Yacht will stay docked at present location if crew, passengers, and yacht are in danger. We will check current weather conditions but please account for sudden change in weather, e.g.- yacht leaves marina at 3pm to head to destination, prior to returning a storm develops. Yacht and crew will stay at dock until storm passes to ensure safety of passengers, crew, and vessel.

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17. CHARTERER'S AUTHORITY OVER CREW: It is agreed that full authority regarding the operation and management of the Yacht is hereby transferred to the CHARTERER for the term hereof. In the event, however, that the CHARTERER wishes to utilize the services of a Captain and/or other crew members in

connection with the operation and management of the Yacht, said Captain and/or other crew members are to be furnished by the CHARTERER, it is agreed that said Captain and/or crew members are agents and employees of the CHARTERER and not the OWNER. The Captain shall in no way be the agent of the OWNER, and Captain shall handle clearance and the normal running of the Yacht, subject to the limitations of this charter Agreement. The Captain should receive orders from the CHARTERER as to ports to be called at and general course of the voyage, but the Captain should be responsible for the safe navigation of the vessel and the CHARTERER should abide by his judgment as to sailing, weather, anchorages, and pertinent matters.

18. BAREBOAT CHARTER: This charter shall be at all times construed as a bareboat charter and / or a demise charter, and pursuant thereto CHARTERER should keep the Yacht in good repair and will surrender the Yacht at the termination of the charter free and clear of all indebtedness, liens or other charges of any type whatsoever. It is the intention of the OWNER to completely and exclusively relinquish possession, command, control, management, and navigation of the Yacht herein described to the CHARTERER. CHARTERER assumes all responsibility for any injury, death, property damage, any pertinent acts of any nature that may arise during the period of the charter or at any time when the vessel is in the custody and under the control of the CHARTERER.

19. RADIO - TELEPHONE: It is agreed between the OWNER and CHARTERER that the radio - telephone on the Yacht will be used only by adult persons in accordance with Federal Communication Commission regulations.

IN WITNESS WHEREOF, the parties have placed their hands and seals this day and year first above written.

BY:

OWNER \_\_\_\_\_

CHARTERER \_\_\_\_\_

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