

Bareboat Yacht Charter Agreement

Between **Nautical Maritime Consultants, Inc.**, a limited liability company registered in the State of Florida (U.S.),
and:

(Charter Guest)

Boat name: _____

Charter start date/ time: _____ Charter finish date/ time: _____

Charter type: bareboat _____ Charter price: \$ _____

Nautical Maritime will:

Make the boat available in a clean, safe, and operable condition at the charter start date and time

Provide the boat with valid and up to date registration and safety inspection certificates, all duties paid and in compliance with all boat registration.

Since Charter is Bareboat, in the event guest-customer requires a competent licensed captain to assist Charter Guest with safe operation of the boat and its equipment, we can recommend various Captains available for hire at additional cost and guest responsibility

Provide briefing on safety and operation of the boat including location and procedures for operating boat equipment. Briefing will commence at the charter start time and may take up to 3 hours depending upon complexity of the boat and charter type

Provide telephone and other necessary support in the event of any breakdown, equipment failure, sickness, or emergency situation.

Refund the security deposit to the Charter Guest upon safe return of the vessel in an undamaged condition and with all inventory present and with no third party claims outstanding.

Charter Guest will:

Pay all charter deposits and final payment on a timely basis

Deposit with Nautical Maritime Consultants, Inc. a **security deposit** of \$ _____ at the charter start which will be returned as outlined above.

Provide details of previous sailing-boating experience prior to the start date, and rely upon Nautical Maritime judgement of competence (based upon details provided and practical demonstration upon arrival) to manage and operate the boat in a safe manner. If in Nautical Maritime judgement Charter Guest lacks the necessary experience and competence to safely operate the boat, Charter Guest agrees to employ and allow to be employed, a competent and qualified captain to ensure safe operation at Charter Guest own cost & responsibility.

If at any time during the charter in Nautical Maritime judgement, Charter Guest lacks necessary competence, Charter Guest agrees to allow a competent captain to be brought to the boat for the remainder of the charter at Charter Guest cost & responsibility.

At all times operate the boat in a safe manner and consistent with accepted standards of seamanship and prudent navigation. This includes all actions to ensure safety of the crew and passengers and other vessels and their crew and passengers.

Ensure all crew members attend the safety and boat briefing and be responsible for remembering all the information provided.

At all times take good care of all boat equipment, fittings, inventory, machinery, hull, sails, and rigging and be responsible for any damage either due to neglect, poor seamanship, accident, or deliberate action.

Not operate the boat between sunset and sunrise.

Not to engage in racing without written consent from Nautical Maritime Consultants, Inc.

Not engage in scuba diving activities from the boat unless expressly agreed to in writing by Nautical Maritime, at charter guests responsibility and in such case always ensure a competent crew on the boat during scuba diving activities and a qualified Divemaster or Instructor accompanying any divers

Rely upon traditional prudent navigation techniques, and not rely solely upon electronic aids to navigation which Charter Guest acknowledges do not guarantee safe navigation on their own.

At all times have a competent look out employed and avoid collisions with any and all marine hazards at all costs.

At all times be mindful and cautious of weather conditions, and employ prudent weather forecasting techniques. In case of bad weather proactively ensure sails are prudently reefed, and equipment stowed safely, extra look outs employed, crew located in safe positions, and seek safe shelter as necessary and prudent.

Always anchor the boat in a safe location at night time and ensure sufficient depth to account for tides and swinging, and ensure sufficient anchor rode to account for current, tide, and adverse weather conditions, and ensure the anchor light is turned on at night time

Immediately advise Nautical Maritime of any equipment malfunction before attempting any repair unless in the case of an emergency situation, and in such a case, advise Nautical Maritime at the first available opportunity

Immediately advise Nautical Maritime of any collision or accident. Immediately notify appropriate authorities of any accident or collision resulting in death or serious injury.

Immediately notify Nautical Maritime of any safety equipment (including bilge pumps, life jackets, flares, navigation equipment, safety lines, first aid kit, etc.) deficiency or failure

Ensure sufficient provisioning, fuelling, and supplies aboard of the vessel to account for number of people on the boat, planned itinerary, and potential delays due to adverse weather conditions.

Return the boat in the same condition and with the same inventory as when the charter started to the location where the charter started one hour before the charter finish time.

Pay Nautical Maritime for any damages to the boat and its equipment or loss of inventory. Also pay to Nautical Maritime for replacement of any fuel consumed and not replaced with fuel of good quality.

Pay Nautical Maritime a pro rated charter fee for late return of the vessel due to factors within the reasonable control of the Charter Guest. Please note adverse weather conditions can occur and should be planned for in any return plan and are therefore considered within Charter Guest's reasonable control. Charter Guest is aware Nautical Maritime is in the business of chartering and makes promises to its customers related to boat availability based upon agreed return time and reasonable turn around time. If late return due to factors beyond Charter Guests reasonable control results in loss of charter revenues from other customers, Charter Guest agrees to be responsible for any such losses incurred. If Charter Guest expects or desires for any reason to return the boat late will immediately notify Nautical Maritime so it can limit such losses.

Not take the boat out of Florida Coastal waters or within 5 nautical miles of any international border, and notify Nautical Maritime of any intention to take the boat more than 50 Nautical Miles from Nautical Maritime home base at Miami, FL.

Immediately notify Nautical Maritime of any problem or issue with regulatory bodies including marine police, coastguard, harbour master, customs or immigration. In the event of any regulatory body wishing to inspect the boat or require details Charter Guest will assist that body in a co-operative manner and immediately notify Nautical Maritime. In such case Nautical Maritime will assist to best of its ability.

At all times comply with all laws applicable in the United States & International Maritime law.

Provide for himself and crew any necessary accident, sickness or trip insurance. Charter Guest is aware of hazards related to recreational sailing and boating and will take responsibility for any mishaps occurring as a result. Nautical Maritime carries insurance on the boat. Guests understand this insurance coverage has deductibles and limits of coverage, so Guest should seek advice of an insurance professional to ensure they have adequate coverage for anticipated risks.

Be responsible for taking prudent precautions against theft, and not leave the boat unattended overnight or periods longer than 4 hours. In case of anchoring in bad weather maintain at least one competent person on the boat to perform anchor watch and take action to protect boat

Charter guest is responsible for ensuring compliance with all immigration requirements for himself and crew

Charter guest is responsible to seek information and be well informed on Coast Guard & Homeland Security rules & regulations for the operation of a boat-vessel in US waters.

Charter guest acknowledges there are serious penalties within the United States related to possession of illegal drugs and agrees not allow such substances on the boat at any time

Charter guest is responsible for the actions of any crew member or guest on board the boat at any time during the charter. Charter guest will also not exceed the crew and passenger numbers or loading of the boat in excess of that set forth in the boat registration document.

Be responsible for loss or damage to dinghy, engine and equipment.

Booking and cancellation

Upon signing this agreement Nautical Maritime will make a provisional reservation and not take bookings from anyone else for the period booked for 7 days.

Charter guest will within that 7 days effect payment of a 25% deposit of the total charter fee. If payment is not received within that 7 days, Nautical Maritime will be free to take bookings from other parties and will not be responsible for any loss suffered.

Within 60 days before the charter start date, Charter Guest will effect payment of an additional 25% deposit (total 50%)

Within 30 days before the charter start date, Charter Guest will effect payment of a further 25% deposit (total 75%)

If any payment is missed Nautical Maritime may cancel the charter without refund. Nautical Maritime will try to contact customer before such cancellation and allow customer reasonable opportunity to make the payment expeditiously.

In the event of customer cancellation, Nautical Maritime will use its best efforts to find another customer for the same time period. If Nautical Maritime can find another customer of equal duration and charter price, Charter Guest will receive a refund in full less 10% administration cost. If Nautical Maritime can find a customer of less duration and / or lower cost, Nautical Maritime will refund the difference of the charter price above and that received from the replacement customer for that period to Charter Guest less 10% administration. If Nautical Maritime cannot find another customer for any days or at any reasonable price, Charter Guest will not receive a refund.

In the event Charter Guest does not arrive at the marina on time or is not ready to proceed with the charter on time and if all payments have not yet been made, Nautical Maritime will use its best efforts to find a replacement customer which may result in cancellation and the above customer cancellation provisions will apply.

In the event Charter Guest does not arrive on time or is not ready to proceed with the charter on time, but all payment have been received, Charter Guest will have use of the boat in the marina, but will not be entitled to refund.

In the event Charter Guest is unable to complete the charter, Charter Guest will return the boat to the marina, and Nautical Maritime will refund any balance only if it is able to find another customer and replacement revenue. Any shortfall will be the Charter Guest responsibility less 10% administration cost.

In the event customer does not return the boat to the marina by the charter finish time, Charter Guest will be responsible for any costs incurred for locating the boat and returning it to the designated return location.

Refunds

It is the Charter Guests responsibility to inspect the boat before departure and promptly notify Nautical Maritime of any deficiency in equipment or condition, and allow Nautical Maritime opportunity to correct the deficiency in a timely manner.

Nautical Maritime will use its best efforts to ensure all equipment is operational and well maintained. However Charter Guest understands equipment in a marine environment can fail even under the best of circumstances. Accordingly Nautical Maritime will consider refunds in the charter price if:

- a. Charter Guest informs Nautical Maritime promptly of any deficiency at any time during the charter, and,
- b. Allows Nautical Maritime the opportunity to rectify the deficiency in a timely manner and co-operates with Nautical Maritime to allow Nautical Maritime to correct the deficiency.
- c. Charter Guest does not attempt to rectify the deficiency without express prior permission from Nautical Maritime except in the case of a life threatening emergency.
- d. Charter Guest has not misused or damaged and has operated the equipment in the correct manner at all times during the charter

If after Nautical Maritime is unable to rectify the deficiency in timely manner, refunds will be considered according to the following formula:



Nautical Maritime Consultants, Inc.
P. O. Box 2777718
Miramar, FL 33027 - 7718
Office: (954) 442-0282
Fax: (954) 241-6763

Total incapacitation of the boat: 100% refund or provide alternative boat of similar specification and standard
Failure of engine (in light or no wind conditions): 50% in case of single engine boat; 20% in case of twin engine boat
Failure of engine when boat can be sailed: 25% in case of single engine boat, 10% in case of twin engine boat

Air conditioning: 20% (prorated per number of air conditioners functioning)
Water maker: 15% after first 3 days from charter start
Fridge: 10% for each

If Nautical Maritime is unable to rectify in a timely manner refunds will apply from the time the deficiency was reported to Nautical Maritime until it is rectified. In case of total incapacity of the boat and no other suitable boat available, Nautical Maritime will organize appropriate refunds.

This agreement will be governed by the laws of the State of Florida within the United States.

Agreed

Nautical Maritime Representative: _____ Date _____

Charter Guest: _____ Date _____