



Sunny Sail Charters LLC

Yacht Charter Agreement

OWNER.S Initials _____ CHARTERER'S Initials _____

CHARTER AGREEMENT made this day of by and between **Sunny Sail Charters LLC** (hereinafter referred to as the OWNER)

AND : (hereinafter referred to as CHARTERER) for charter of vessel described below.

YACHT: **Second Wind** LOA: **43'** TYPE: **Sailing Ketch** USCG Doc. #: **631543**

CHARTER TIME AND DATES:

Port of Boarding: Date / Time:

Port of Release: Date / Time:

Cruising Area:

Number of Charter Guests:

Number of Days:

Charter Fee \$

Additional Fees \$

Total Charter Fee \$

Deposit: \$ (Due Date - upon signing of contract)

Additional Deposit (If required): \$

Final Payment: \$ (Due Date - At least two weeks prior to charter)

TERMS AND CONDITIONS:

Included/Excluded: **(Unless otherwise noted under Additional Conditions):** the charter fee includes the services of a Captain and Crew, meals, standard ship's bar, fuel, and all expenses related to running of the vessel and use of on-board equipment. Charter does not include, diving, scuba equipment, premium beverages and fine wines, excessive alcoholic consumption, off yacht excursions, dockage, cruising taxes and permits, telephone, airport transfers and crew gratuities, or similar expense incurred by the CHARTERER.

WITNESSETH:

1. **DELIVERY** : The OWNER agrees to deliver the yacht at the Port of Boarding in full commission and in proper working order having all licenses required for any jurisdiction within the area of charter, 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 utensils, blankets, linens, and towels; in staunch, clean and good condition throughout and ready for service; and, further agrees to allow demurrage pro rata to the CHARTERER for any delay in delivery. But, should it be impossible for the OWNER to make delivery within twenty-four hours after the start of the charter period, the CHARTERER may cancel this Agreement and, in such event, any charter money paid in advance shall be returned to him without further liability to the OWNER.

OWNER'S Initials _____ CHARTERER'S Initials _____

2. **INSURANCE:** The OWNER agrees to keep the yacht fully insured against fire, damage, marine and collision risks, hazards of the voyage, including engine, hull, and vessel equipment, for any and all casualty and loss or damage that may occur to or be suffered by the vessel for the full term of the charter period. The CHARTERER is hereby relieved and discharged from any and all liability for such loss and damage. Failure by the OWNER to provide such insurance will burden him with the same responsibility as if the yacht were so insured. The CHARTERER may purchase additional Charter liability insurance at his /her expense. The OWNER shall not be held responsible for loss or damage to personal property or for any injury suffered by the CHARTERER, or any member of his party, during the term of this charter, regardless of whether any such loss or injury occurs on board the yacht or elsewhere, unless such loss, damage or injury is the direct and proximate result of OWNERS sole negligence. More specifically, but without limiting the foregoing, the OWNER and his insurance underwriters accept no responsibility or liability for accidents, injuries or death related to the yacht's dinghy, swimming and/or the use of snorkels, masks or allied equipment (such as scuba equipment), water skiing, windsurfing, personal watercraft, spinnaker flying, halyard flying, or other sports equipment, whether or not supplied by the OWNER or CHARTERER.

3. **AUTHORITY:** The OWNER warrants that the Captain meets all requirements necessary to legally command the yacht in the area chartered. The Captain shall be competent in both Coastwise and Offshore navigation, and hold an appropriate Captain's license. While it is agreed the CHARTERER may determine the general movements and destination of the yacht within the boundaries of this Agreement, it is understood that the Captain is in full command, and that the CHARTERER agrees to abide by his judgment as to clearance, sailing, weather conditions, anchorages and other pertinent matters.

4. **ACCIDENTS:** The OWNER agrees that should the yacht, after delivery, sustain breakdown of machinery, or be disabled, or damaged by fire, grounding, collision or other cause so as to prevent its use by the CHARTERER for a period of twenty-four (24) consecutive hours or more, or should the yacht be lost or said damage(s) be so extensive that the yacht cannot be, or is not repaired within twenty-four (24) hours, none of the above being brought about by any act or default of the CHARTERER, the CHARTERER shall have the right to terminate the charter. The OWNER shall make a pro rata return of all charter fees to the CHARTERER from the time of such loss or damage.

5. **LIENS:** The CHARTERER, his agents, and/or employees, have no 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 incurred as a result of a breach of this paragraph, including reasonable attorney's fees.

6. **DRUGS AND OTHER ILLEGAL ACTIVITIES:** The use, transportation, or possession of illegal drugs or narcotics, including marijuana, or of any other contraband, or the participation in any other unlawful activity is strictly prohibited. The participation in any of these activities by CHARTERER, or by any guest of the party constitutes a breach of the charter and shall be cause for immediate termination of this Agreement with forfeiture of all monies paid. CHARTERER will be held responsible for any loss or damage to the yacht due to any such violations.

7. **NAVIGATION LIMITS:** The CHARTERER agrees to restrict the cruising of the yacht to the following waters. **WATERS IN AND AROUND THE FLORIDA KEYS**

8. **NON-ASSIGNMENT:** The CHARTERER agrees not to assign this Agreement or sub-charter the yacht without the OWNER'S consent in writing.

9. **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, and shall not transport merchandise, or carry passengers for pay, or engage in any trade, nor in any way violate the Laws of any Government within the jurisdiction of which the yacht may be at any time, and shall comply with the law in all other respects.

10. **DEFAULTS:** Should any installment of charter fees not be paid on the date designated, the CHARTERER will be advised and will have 5 business days to pay balances due. If the default continues thereafter, the OWNER shall have the right to cancel this Agreement, with forfeiture of fees paid, without prejudice to his rights in respect of any arrears of charter money, or of any breach by the CHARTERER of the conditions contained herein.

11. **BROKERAGE:** No BROKER is being used for this charter.

OWNER'S Initials _____ CHARTERER'S Initials _____

12. **CANCELLATION:** It is agreed by the parties hereto that if the CHARTERER must cancel all monies will be forfeited unless the yacht is rebooked for the original dates booked, and that OWNER will make a good faith effort to cause the yacht to be rebooked. Refund will be in full or prorated according to the dates the yacht is rebooked, less a Cancellation Fee of 15 percent of the full charter amount. If the OWNER must cancel, the OWNER shall reimburse the CHARTERER for all fees paid as of that date.

13. **WEATHER:** No warranty is made as to the suitability of weather with respect to this charter. If a major storm threatens or is forecast to threaten the expected location of the charter yacht, as determined by the Captain in his/her sole discretion, the Captain shall have the option of terminating or canceling the charter any time that he/she deems the safety of the boat, guests and / or crew will be endangered by the predicted weather. Every attempt will be made to rebook the charter but no refund is provided for cancellation due to weather.

14. **FURTHER AGREEMENTS:** It is further agreed by the parties hereto that:

15. **ARBITRATION:** Should the OWNER and CHARTERER be unable to reconcile any differences that may arise with respect to the charter or this agreement, such dispute shall be referred to three arbitrators, one to be chosen by the OWNER, one by the CHARTERER, and the third by the two arbitrators so chosen. The arbitrators shall conduct the arbitration in accordance with the rules of the American Arbitration Association. The decision in writing signed by any two of the said arbitrators shall be final and binding upon both the OWNER and CHARTERER, the expense in connection with such arbitration to be equally divided between them.

16. **EXECUTION OF AGREEMENT:** The OWNER and CHARTERER, whose signatures need not be affixed to the same copy of the YACHT CHARTER AGREEMENT, may transmit the Agreement by facsimile or other electronic means. The separately signed Agreement, and/or copies thereof, shall constitute a binding Agreement between the OWNER and the CHARTERER.

This Agreement must be signed and returned within three (3) weeks of receipt by the OWNER or the owner's representative via electronic means to the delivery address provided. Otherwise the CHARTERER has the right to cancel without penalty.

I have read and understood the terms of this Agreement, plus all additional conditions and/or addenda listed above, before signing. Therefore, to the true and faithful performance of the foregoing YACHT CHARTER AGREEMENT, said parties hereto bind themselves, their heirs, executors, administrators and assigns, each to the other.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the date written below and have initialed each page of the Agreement.

Yacht OWNER: _____

DATE: _____

Yacht OWNER'S Witness: _____

DATE: _____

CHARTERER: _____

DATE: _____

CHARTERER'S Witness: _____

DATE: _____