



Charter Yacht Agreement

Broker Caroline Mitchell (White Horse Yacht Charters)

Name of Yacht

Name of Crew

Flag

Master/Owner

Type

Length

Address

Charterer

Address

Charter Dates

Number of Guests

Cruising Area

Port of Delivery

Port of Re-Delivery

<u>Amount of Charter</u>	<u>Additional fee</u>
<u>1st Charter Deposit</u>	<u>2nd Charter Deposit</u>
<u>Balance due</u>	<u>Final Payment Due</u>

Conditions

Authority: The owner/captain is competent, not only coast wise, but in deep-sea navigation. The Captain shall handle clearance and the normal running of the yacht. The Captain shall receive orders from the charterer as to ports to be called at and the general course of the voyage, but the captain shall be responsible for the safe navigation of the yacht, and the charterer shall abide by his judgment as to sailing, weather anchorages and pertinent matters. A hostess/chef shall assist the captain. Larger vessels will have any additional crew the vessel normally carries.

Delivery: The owner agrees to deliver the yacht at the port of boarding in full commission and in proper working order, outfitted as a yacht of her size, type and accommodation,, Lines, towels and blankets, dining utensils with full equipment inclusive of that required by law, and staunch, clean and in good condition throughout and ready for service; and agrees to allow demurrage pro rata to the charter for any delay in delivery. But should it be impossible for the Owner to make delivery as stipulated through causes beyond his control and should such delivery not be made within 24 hours there after, then this agreement may be canceled by the Charterer and any charter monies paid in advance shall be returned to him without further liability to the Owner.

Redelivery: 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. Charter agrees to be responsible for and to replace or make good any injury to the yacht, her furnishings and equipment, caused by himself, or by any of his party less ordinary wear and tear. Should the charterer not make redelivery of the yacht at the time and place stipulated., he shall pay demurrage pro rata to the owner for the time such delivery is delayed plus any losses that may sustain due to the delayed delivery resulting in the owner not being able to made agreements with other charterers., and to return the yacht in the same condition as Received, less ordinary wear and tear. The yacht shall be surrendered free any indebtedness that may have been incurred for the account of or by order of the charter.



Accident: 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 the use of the yacht by the charterer for a period of not less than twenty four 24 consecutive hours at any time, the same not being brought about by any act of fault of the charterer, the owner shall make a pro rata return of hire to the charterer of such period in excess of the said twenty four 24 hour the yacht shall be disabled or unfit for use. Provided, however, that in case the yacht be lost or said damage be so extensive that the yacht cannot be or is not repaired within 24 hours, the same not being brought about by any act or fault of the charterer, then the charterer shall have to terminate the charter and amount paid by him for the hire of the yacht shall be refunded, putting passenger ashore at the closest port.

Insurance: The owner agrees to keep the yacht fully insured against fire, marine and collision risks and protection and indemnity coverage for the full term of the charter period. The charterer shall not be liable for any such loss or damage coverage by such insurance. 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 weather any such loss or injury occurs on board the yacht or elsewhere. The owner, captain accepts no reasonability or liability for accidents, injuries or death related to the yachts dinghy, swimming and /or the use of snorkels, masks allied equipment such as scuba diving equipment), water skiing, windsurfing., spinnaker flying, halyard flying, or other sport equipment, whether or not supplied by the owner or charterer. In case of any personal accident or injury, the charterer shall give immediate notification to the owner, captain of the vessel.

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 during the term of his charter, and shall not transport merchandise, or carry passenger for pay, or engage in any trade, nor in any way violate the law in all other respects.

Cancellation By Owner Due To Force Majeure: If prior to the commencement of the charter period as set out on page 1 of this agreement. The owner tenders notice of cancellation via the broker and if the cancellation is by reason of force majeure the following remedies will apply.

If by reason of strike, natural disaster or bad weather the owner fails to deliver the yacht within twenty – four hours (24) hours of the charter period, it may be deemed by all parties that this agreement is terminated. The chartered shall remain liable for all payments due prior to and unpaid at the date of cancellation. It is recommended that the chartered obtain adequate travel insurance to cover the full charter fee.

If by reason of Force Majeure other than strike, natural disaster or bad weather like storm/hurricane the Owner fails to deliver the yacht within twenty – four hour (24) hours of the charter period, the charterer shall be entitled to treat this agreement as terminated. The charterer's exclusive remedy will be to receive repayment without interest of the full amount of payments made by him to the owner or stakeholder. Alternatively, if the parties mutually agree, the charter period shall be extended by the time equivalent to the delay.

Definition on Of Force Majeure: In this agreement 'Force Majeure' means any cause directly attributable to acts, events non- happenings omissions accidents or acts of God beyond the reasonable control of the owner or the charterer including, but not limited to strike, lock outs or other labour disputes, civil commotion, riots, blockade, invasions, war, fire, explosions, sabotage, storm, collision, groundings, fog, governmental act or regulations, major mechanical or electrical breakdown beyond the crew's control and not caused by the Owner's negligence.

Force Majeure: Force Majeure is defined as any cause attributed to acts of God, accidents, natural disasters, weather or other occurrences beyond the reasonable control of the owner/captain, and not caused by the owner/captain negligence. No warranty is made as to the suitability of weather with respect to this charter. If a named storm threatens or is forecast to threaten the expected location of the charter yacht, as determined by the captain is his or her sole discretion, the captain shall have the option of terminating or canceling the charter any time that he/she deems necessary. No refund is provided for the cancellation due to weather.



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Re – Let: With prejudice to the owner remedies in the above clause, if the owner is to re-let the yacht to charterer for all or part of the charter period then the owner or the broker/stakeholder on his behalf shall refund to the charterer such net balance as is due to the charterer after re-letting. The intention is that the owner shall not receive less in the net proceeds from any re-letting than would have been received if the original agreement has been fulfilled. The owner shall use his best endeavors to re-let the yacht and shall not unreasonably withhold his agreement to re-let although charters that may reasonably be considered detrimental to the yacht, it’s reputation, it’s crew or it’s schedule may be refused.

If the owner must cancel, Owner shall refund the deposit paid in full to charterer. It is further agreed that, in such events, the owner shall pay White Horse Yacht Charters, as broker, in full commission on full charter amount.

Additional Conditions: The charterer rate quoted includes the hire and insurance of the yacht, crew wages, crew food, ship’s laundry, meals aboard, soft and alcoholic beverages, all running expenses such as fuel for up to 4 hours cruising per day, and use of water sports equipment abroad. But excludes special requests for vintage wines and champagnes, port dues, marine fees, communication, land excursions, repositioning fees as applicable, these charges will be presented by the Captain to the charterer together with documentation for all expenses. Crew gratuity is not included in the charter fee and is up to the charterer’s discretion. This amount is usually calculated at 10% to 15% of the full charter rate.

Arbitration: Should the owner and Charterer be unable to reconcile any different that may arise with respect to this Agreement, such dispute shall be referred to these arbitrators: one to be chosen by each of the aforesaid parties and the third by the two so chosen. The decision in writing signed by ant two of said arbitrators shall be upon both Owner and Charterer, the expenses in connection with such arbitration to be equally between them.

Brokerage: The owner and charterer recognize White Horse Yacht Charters, as sole agent in connection with this agreement, and owner agrees to pay said Agent customary and usual brokerage fees prevailing at the place of charter. It is further understood that the function of the booking agent or broker is solely that of arranging the charter, and agent/broker is in no way responsible for actions of charterer or Captain/Crew under this agreement. The broker in this agreement shall have no responsibility for any loses, damage or injury to the person or property of the Owner or charterer or any of their Guests. Further, the broker shall be under no liabilities for any errors of judgment or description or otherwise of whatsoever nature and howsoever arising and shall be under no further obligation, duty or responsibility to the Owner or the Charterer save as set out herein. The Owner and Charterer shall jointly and severally indemnify and hold harmless the Broker for any loss or damage sustained by them as a result of any liability by the broker to any third party (person, firm, company or authority) arising from promoting or introducing this charter, assisting in the performance of this agreement or performing their duties as stakeholder. In the event of this agreement being executed on behalf of either party by the broker, the broker shall neither be entitled to sue nor be liable to be sued upon the contract.

The owner and the charterer unconditionally agree to the terms and conditions of the entire Yacht Charter Agreement comprising of these pages plus any special condition or Addenda specifically listed on page 1. It is understood that signed faxed copies of this agreement are legal and binding.

To the true and faithful performance of the foregoing agreement, the said parties hereto bind themselves, their heirs, executor’s administrators and assignee, each to the other.

IN WITNESS WHEREOR the parties hereto have set their hands.

OWER/MASTER _____ date CHARTERER _____ date

WITNESS _____ date WITNESS _____ date