

## S/V ALIZE YACHT CHARTER AGREEMENT

Between **Carlos J. Andrade**  
*Owner/Master*

Initialed: \_\_\_\_\_

Yacht Name: **S/V ALIZE**

And:  
*Charterer*

Initialed: \_\_\_\_\_

Contract #:

Charterer's Address:

Start Date:

Crewed All Inclusive: YES or Crewed Half Board: NO

Start Time: 12:00 noon

Total Charter Fee:

Deposit:

Finish Date:

Balance:

Number of Guests:

Finish Time: 12:00 noon

Method of Payment: direct deposit or wire transfer.

Adults: Children/Youths:0

Port of boarding: Yacht Haven Grande, St. Thomas.

Port of redelivery: Yacht Haven Grande, St. Thomas.

**OBSERVATIONS:** Carlos J. Andrade C. acting as representative of Karib Flow Ltd. of Tortola, BVI. All details of the charter as described on the SailAlize.com webpage. 50% deposit has been received in the owner's bank account on (pending). Cruising area: USVI & BVI. S/V ALIZE home port RoadHarbour, BVI, Official # 738412. Not a tandem charter. Rafting up with other yachts not allowed. Only the registered number of guests and crew can be on board the yacht at any time. Children and youths less than 18 y/o must be accompanied by a responsible adult from the charterer's party at all times. Three dinners or lunches to be had ashore at charterer's choice and expense.

**DELIVERY:** The Owner agrees to deliver the yacht at port of boarding 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; staunch, clean and in good condition throughout and ready for service; and 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 as stipulated through cases beyond his control and should such delivery not be made within 24 hours thereafter, then this agreement may be cancelled by the Charterer and any charter money paid in advance shall be returned to him without further liability to the Owner. In case of Crew accident or illness and cancellation due to weather or other Force Majeure, what is stipulated in the respective clauses of this agreement will apply.

**INSURANCE:** The Owner agrees to keep the yacht fully insured against fire, marine and collision risks, including all 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 or damage and in case of any accident or disaster the Charterer shall give the Owner or Captain prompt notice of same. Said policies of insurance are to be held by Owner. Failure by the Owner to provide such insurance will burden him with the same responsibility as if the yacht were so insured.

The Owner shall not be held responsible for any injury suffered by the Charterer or any member of his party, either the said party's person or property, during the term of this charter regardless of whether any such injury may occur onboard the yacht or elsewhere. More specifically, but without limiting the foregoing, the Owner and his insurance underwriters accept no responsibility for accidents, injuries, or death due to swimming or the use of snorkels, scuba equipment, water skis, windsurfers, or similar sports equipment, whether or not it is supplied by the Owner or Charterer. The present insurance of the yacht does not include protection and indemnity for the Charterer. This coverage may be obtained at a nominal, additional cost to the Charterer.

**CREW:** The Owner agrees to provide the yacht with an appropriate crew for her type and size, consisting of a Captain and a Chef/Mate. The Captain shall be competent in both coastwise and deep-sea navigation and hold an appropriate Captain's license and will have the local knowledge necessary to operate the yacht safely and provide the Charterer and his guests or family with a first-class charter experience. The Chef will be professionally trained and with experience in preparing first quality meals for guests on board yachts of this type and size. The Charterer may determine, in conjunction with the Captain, the destination and general movement of the yacht within the boundaries of this agreement, but it is clearly understood that the Captain is in full command and the Charterer agrees to abide by his judgment as to clearance, sailing, weather, anchorages and other pertinent matters regarding the use of the yacht, it's tender and other equipment. As described in the SailAlize.com webpage, the Captain will be Carlos Andrade and the Chef/Mate will be Maribel Ramirez. Due to the very personal nature of the services being offered, if one or both of the crew members were temporarily incapacitated to perform their duties due to an accident or illness, the charter will be cancelled and rescheduled for a later date that suits both the Charterer and the yacht's calendar. In this case a maximum and one-time only compensation fee of \$200/guest will be paid by the Owner to the Charterer to compensate for any flight rebooking fees they may have to incur in. Some seasonal fee adjustments may apply depending on the rate of the original booking and the rate of the new rescheduled booking.

**ACCIDENT:** The Owner agrees that should the yacht after delivery sustain breakdown of machinery or be disabled 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 consecutive hours at any time, the same not being brought about by any act or fault of the Charterer, the Owner shall make a pro rata return of hire to the Charterer of such period in excess of the 24 hours the yacht shall be disabled or unfit for use. If said damage is so extensive that the yacht cannot be or is not repaired within 2 days, the same not being brought about by any fault of the Charterer, then the Charterer shall have the right to terminate the charter and the amount paid by him for the hire of the yacht shall be refunded by the Owner pro rata from the time of such loss or damage.

**NON-ASSIGNMENT:** The Charterer agrees not to assign this agreement or sub charter the yacht without the written consent of the Owner.

Owner Initials \_\_\_\_\_ Charterer Initials \_\_\_\_\_

**RESTRICTED USE:** The use or possession of illegal drugs (including marijuana) and/or any type of firearm or weapon onboard the yacht shall result in immediate termination of the charter with forfeiture of all monies paid. The Charterer agrees that the yacht shall be employed exclusively as a pleasure yacht 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 or in any way violate the revenue 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.

**LIENS:** The Charterer, his agents and employees have no right 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.

**REDELIVERY:** The Charterer agrees to allow redelivery of the yacht, her equipment and furnishings, free and clear of any indebtedness incurred for the Charterer's account, at the expiration of the charter. Charterer agrees to be responsible for and to replace or make good any injury to the yacht, the yacht tender, her furnishings and equipment, caused by himself, or by any of his party, less ordinary wear and tear. Should the Charterer not allow redelivery of the yacht and the tender at the time and place stipulated, he shall pay demurrage pro rata to the Owner for the time that such delivery is delayed at the same rates as is provided herein for the charter as well as any loss of revenue that the Owner may suffer due to said delay.

**DEFAULTS IN PAYMENTS:** Should any installment of the charter money not be paid on the date designated, or within 7 days thereafter, the Owner shall have the right to cancel this Agreement without prejudice to his rights in respect of any of the charter money. **CANCELLATION:** It is further agreed by the parties hereto that IF THE CHARTERER MUST CANCEL, ALL MONIES WILL BE FORFEITED unless the yacht is re-booked for the original dates booked. Refund will be in full or pro-rated according to dates rebooked less 15% cancellation fee. In case of cancellation by the Charterer, the Owner will offer the Charterer the option of rescheduling the charter for a later date up to one year after the original boarding date and will only charge the Charterer a 15% rebooking fee. (Seasonal rate adjustments may apply) If the Owner must cancel, monies paid shall be refunded in full by the Owner to the Charterer and the Owner shall pay the broker (if there was one involved) the full commission on the full charter amount. In case of Crew accident or illness and cancellation due to weather or other Force Majeure, what is stipulated in the respective clauses of this agreement will apply. In all cases, both Owner and Charterer will do everything in their power to avoid cancelling the charter and will always favor the option of rebooking it for another date.

**FORCE MAJEURE:** Force Majeure is defined as any cause attributed to acts of GOD, accidents, natural disasters, pandemics, earthquakes, flooding; travel, sailing, border or mobility restrictions imposed by international or local governments or agencies or other occurrences beyond the reasonable control of the Owner and not caused by the Owner's negligence. No warranty is made as to the suitability of the weather with respect to this charter. If a Named Storm or other mayor weather event threatens or is forecast to threaten the expected location of the charter yacht, as determined solely by the Captain's discretion, the Captain shall have the option of canceling or terminating the charter at any time that he deems necessary. No refund is provided for cancellation due to weather or any other Force Majeure causes. Travel insurance is highly recommended for charters taking place during the Atlantic Hurricane Season (June 1 to Nov. 30.) and/or if the Charterer has other personal reasons to believe that he/she might be in high risk of having to cancel the charter.

**BROKERAGE FEES:** The Owner and Charterer recognize (**NO BROKER OR AGENT**) as sole agent in connection with this Agreement, and the Owner agrees to pay said agent customary brokerage fees in connection with said charter, any extensions, renewals and or subsequent charters. While the broker can provide Charterer with information concerning the area of the charter cruise, the qualifications and professional reputation of the yacht, the Captain and crew, the broker does not act as a guarantor of the performance of either. In the event of this agreement being executed on behalf of either party by an agent, the agent shall neither be entitled to sue nor liable to be sued upon the contract.

Initial here if NO Broker is involved: \_\_\_\_\_

**BROKER RESPONSIBILITY:** (**NO BROKER OR AGENT**)(Broker) and its principals, whose participation in this travel program is limited to arrangements to place passenger/s on the yacht or boat, shall not be responsible or liable in any way for any claim, loss, death, injury, or damage to persons or property suffered or incurred by any person in connection with this program or any portion of it, once the passenger/s boards the yacht. The broker shall also not be responsible for any delays, substitutions of equipment, change in services or accommodations, or the acts or omissions on the part of the operators or crew of any yacht described in the program or for any changes in the itinerary deemed necessary or appropriate for the safety or convenience of the passenger/s. **SECURITY OF FUNDS** paid to broker: Net Charterer's deposit will be held in an Escrow Account until 15 days prior to commencement of charter at which time it will be disbursed to the yacht Owner or his representative, said party to be responsible for funds until commencement of the charter. Balance due on boarding must be available in Owner's account 24 hours prior to boarding of Charterers.

Initial here if NO Broker is involved: \_\_\_\_\_

**ADDITIONAL CONDITIONS:** The charter fee for a Crewed, All Inclusive charter, includes the yacht and it's equipment as described above, crew wages, 3 meals per each complete charter day for all registered guests, snacks, standard ship's bar, fuels, all expenses related to running the vessel and the use of the yacht's tender (operated by the yacht's crew) and all on board sports equipment. The Crewed, all inclusive charter fee does not include excessive alcoholic consumption (as determined by the Captain), off yacht excursions, fishing licenses, additional dockage requested by the Charterer, telephone and internet services, airport transfers or any other expense incurred on by the Charterer and not expressly approved by the Captain. The all inclusive charter rate also does NOT include the customary 15%- 20% crew gratuity for excellent service and Charterer satisfaction. (Cash is highly appreciated)

The rate for a half board charter includes \_\_\_\_ breakfasts, \_\_\_\_ lunches and \_\_\_\_ dinners, for all registered guests. It also includes the yacht and it's equipment as described above, crew wages, snacks, standard ship's bar, fuels, all expenses related to running the vessel and the use of the yacht's tender (operated by the yacht's crew) and all on board sports equipment. The Crewed, half board charter fee does not include excessive alcoholic consumption (as determined by the Captain), off yacht excursions, fishing licenses, additional dockage requested by the Charterer, telephone and internet services, airport transfers or any other expense incurred on by the Charterer and not expressly approved by the Captain. The half board charter rate also does NOT include the customary 15%- 20% crew gratuity for excellent service and Charterer satisfaction. (Cash is highly appreciated)

The Charterer shall provide the Captain, upon arrival, with the passports of all the guests. These should be legal, current and have all the necessary visas and medical certifications required by each bearer for the planned schedule of the charter. The passports will be kept in the yacht's safe and will be returned to the guests the day of their departure, once all clearing formalities have been concluded. Only the registered Charterer and his family or guests are allowed on board at any time. Names, nationalities, DOB and Passport numbers of all guests will be supplied to the Owner at least 60 days prior to boarding.

Due to the remoteness of some of the sailing destinations, the physically demanding nature of the sailing activities and the yacht environment, the Charterer will also need to submit a complete description of any medical condition, physical or mental incapacity, disability, allergies and details of any ongoing medical condition or treatments that any of the members of the Charterer party may have, prior to the execution of this agreement.

**Owner Initials:** \_\_\_\_\_ **Charterer Initials:** \_\_\_\_\_

**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 arbitrators so chosen. The arbitrators shall conduct the arbitration in accordance with rules of arbitration within the local jurisdiction of the yacht. The decision in writing signed by any two of said arbitrators shall be final and binding upon both the Owner and the Charterer, the expense in connection with such arbitration to be equally divided between them.

**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 email attachment. The separately signed Agreement and/or copies thereof shall constitute a binding Agreement between the Owner and the Charterer.

**CONTACT INFORMATION:** Communication between the parties regarding this agreement will be done at the following:

Charterer: Phones:                    E mail:

Owner: Phones: +1 954-663-0429 and +1 473-421-2266    E mail: CatamaranAlize@yahoo.com

To the true and faithful performance of the foregoing Agreement, the said parties hereto bind themselves, their heirs, executors, administrators and assigns, each to the other.

IN WITNESS WHEREOF, the parties hereto have set their hands.

_____	_____	_____
<i>Witness</i>	<i>Owner/Owner's Representative</i>	<i>Date</i>
_____	_____	_____
<i>Witness</i>	<i>Charterer</i>	<i>Date</i>