

# HORIZON YACHT CHARTERS LTD

## British Virgin Islands

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## CHARTER CONTRACT

AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, by and between Horizon Yacht Charters Ltd (hereinafter referred to as the Company) and \_\_\_\_\_ (hereinafter referred to as the Charterer) for the charter of the \_\_\_\_\_ yacht named \_\_\_\_\_ (hereinafter referred to as the Yacht – please note yacht name may change).

**1. TERMS AND CONDITIONS:** the Company agrees to let and the Charterer agrees to hire the Yacht in consideration of the terms set forth herein:

### SLEEP-ABOARD

FROM: 5:00 pm on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (#pax \_\_\_\_\_)  
\$75.00 per person per night (minimum \$200.00 per night per boat) \_\_\_\_\_

### CHARTER DATES:

FROM: Boarding yacht at 12.00 noon on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (# of nights \_\_\_\_)  
TO: Disembarking yacht at 12.00 noon on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

**NUMBER IN PARTY:** \_\_\_\_\_

**TOTAL BAREBOAT CHARTER FEE:** \_\_\_\_\_

OF WHICH 50% DEPOSIT IS DUE \_\_\_\_\_

50% BALANCE OF \_\_\_\_\_ DUE ON \_\_\_\_\_ (45 days prior to arrival)

Note: Charter fee should be paid by Certified Cashier's Cheque in U.S. Currency and mailed to our U.S. Mailing Address shown above. Charter Fee does not include Cruising Permits (Government of the BVI cruising tax), National Parks Trust Permit (conservation permit), HDW or any other additional extras (see below) payable at the Base in **cash or traveler's cheques** before commencing your charter. Credit card charges, other than for payment of the charter fee, will incur a 5% surcharge.

**HULL DAMAGE WAIVER (HDW)** compulsory @ \$50 per day (max \$500) \_\_\_\_\_

This limits your liability to \$1000 per incident relating to the yacht and 2% of hull value per incident if in contravention of Client Responsibility Agreement or this Charter Contract. The refundable security deposit of \$1000 can be guaranteed by Visa, Mastercard, cash or traveler's cheques before commencing your charter. \*

### ADDITIONAL EXTRAS:

Provisioning: \_\_\_\_\_

Captain **from** \$150.00 pd \_\_\_\_\_ Cook **from** \$125.00 pd \_\_\_\_\_

Windsurfer/kayak/floating mattress/noodle rental \_\_\_\_\_

Hotel Accommodation \_\_\_\_\_

Hammock @ \$25 pw \_\_\_\_\_

Other \_\_\_\_\_

\* Please note that HDW insurance will not cover yachts anchoring in Trellis Bay or Jost Van Dyke during New Year celebrations  
December 2009

Charterer initials \_\_\_\_\_  
HYC initials \_\_\_\_\_

**2. DELIVERY:**

Prior to Delivery of Yacht, Charterer agrees to provide signed and dated Charter Contract, Sailing Resume, Client Responsibility Agreement, payment in full of all charter fees and Passport Details of Charterer and crew. The Yacht shall be delivered by the Company at Nanny Cay, Tortola, BVI in full commission and in proper working order, tanks full of fuel and water respectively, in good clean condition throughout and ready for service no later than 4 hours of the specified time shown in paragraph 1. **The Charterer will inspect the Yacht, and upon acceptance (by officially beginning his charter) certifies that he has found the vessel in charterable condition and in every respect seaworthy and that delivery of the said Yacht to the Charterer constitutes full performance and compliance with all obligations of the Company to the Charterer.**

In the event that the Company shall fail to make delivery of the Yacht as outlined above, but shall within 48 hours thereafter make delivery of the Yacht then the Charterer shall be allowed demurrage pro rata for the number of hours of lost sailing time. Demurrage shall be offered in the form of credits against future charters or cash refunds. In the event that the Company fails to make delivery of the Yacht prior to the charter start date or over 48 hours as set forth herein, then this agreement may be cancelled by the Charterer and all charter fees and security deposits shall be refunded to the Charterer.

If the vessel is at any time out of commission for more than 4 hours of "sailing time" during the charter, the Company agrees to credit demurrage in the form of credits against future charters or cash refunds for lost "sailing time", provided the Charterer notifies the Company in a timely fashion of the problem encountered with the Yacht and gives the Company the opportunity to make the necessary repairs. Sailing time is deemed to be between the hours of 8.00am to 5.00pm. The Horizon guarantee covers battery, rigging, engine, alternator, windlass, sails, depth sounder and transmission problems. The guarantee excludes items that do not prevent yacht usage, such as marine toilets, dinghy and outboard, entertainment systems, air-conditioning, electronics (other than depth sounder) and log instruments, refrigeration, cellular phones, water pump, or VHF radio. The Company shall not be liable for any lost sailing time, chase boat expenses or labour charges if the problems are caused by operator error or carelessness on behalf of the Charterer or his crew. Nor shall the company be held responsible for supplying a replacement vessel in the event that the vessel is disabled due to damage caused by carelessness or negligence on behalf of the Charterer or his crew. Blocked heads due to any other blockage other than mechanical failure of parts is at the Charterer's expense (from \$150.00 charge), plus chase boat services if applicable. In the event of refrigeration breakdown, the Company must be notified immediately and will cover the costs of block and chip ice, (for which receipts are presented) to stop food spoilage, until the refrigeration can be repaired, or until the end of the charter, if a timely repair cannot be carried out but will not be held responsible for any loss of food. The Company deems the value of inoperable generator and/or AC as \$500 per charter and will refund the pro-rated value in the event of failure to this amount. The Company shall not be liable for any compensatory, consequential, punitive or other damages or expenses (including travel and hotel) of ANY kind occasioned by the Charterer as a result of the Company's inability to deliver the Yacht for any reason.

**3. INSURANCE:**

The Company agrees to provide insurance on the Yacht, its hull and machinery and that it is subject to a deductible of 2% of insured hull value for each and every claim. Third party protection and indemnity is provided to a limit of \$1,000,000.00 for any one loss. This insurance is held by the Company, according to the aforementioned terms, as protection against any loss or damage that may occur to, or be caused by, the Yacht during the charter period and the Charterer shall thereby be relieved of any liability for such loss or damage when covered by said policy or insurance, except to the extent of the security deposit and any liabilities as set out in the Client Responsibility Agreement. In the event of accident, theft, damage or breakdown, the Charterer agrees to give the Company prompt notice of such. Charterer remains fully liable and security Hull Damage Waiver insurance does not apply if loss or damage results from Charterer being under the influence of alcohol or a controlled substance, or through negligence.

The Company reserves the right to apply the Charterer's security deposit toward any damage, loss of equipment, liability not covered by Yacht's insurance, late return charges, refueling vessel and dinghy and topping off water tanks in the event of failure to comply with clause 4 below, return cleaning charges in the event that the vessel is returned to the Company in a dirty condition, or other requested services which were provided during the charter.

**4. RUNNING EXPENSES:**

The Charterer agrees to accept the Yacht as outlined herein and further agrees to pay ALL running expenses during the term of the charter. This will include, but is not limited to, fuel, oil, water, food and other consumables, pilotage, port charges, customs fees, dockage and crew fees. Charterer will return the Yacht and dinghy with tanks full of fuel and water in their respective tanks.

**5. NAVIGATION LIMITS:**

Charterer agrees to restrict the operation of the Yacht to the areas described below and further warrants **not** to operate the Yacht between the hours of 5.30 pm and 7.00 am.

(a) The British Virgin Islands (excluding ANEGADA unless authorized by the Company)

(b) The U.S. Virgin Islands (St John and St Thomas up to 10 (ten) nautical miles thereof and excluding ST CROIX). Charterer with paid crew on board agrees to carry correct documentation and comply with the Department of Homeland Security Regulation requiring electronic notification 24 hours prior to intended arrival into and departure from USA territory.

**Any breach of the aforementioned navigation limits and requirements shall result in the cancellation of any and all insurance rights. Any damage to the vessel or to property, or injury to persons, which occurs as a result of operating the Yacht in breach of navigation limits will be the sole responsibility of the Charterer.**

**6. RESTRICTED USE:**

Charterer agrees that the Yacht shall not be used to carry passengers for hire, shall not be raced and will be used for the sole and proper use of himself/herself, his/her family and guests during the term of this charter and shall comply with the laws of the British Virgin Islands, or any other government within the jurisdiction of which the Yacht may be in during the term of the charter. The Charterer further warrants that he shall not have on board, transport, trade or sell illegal products or substances. In the event of vessel seizure or impoundment as a consequence of any breach of items aforementioned herein will be the sole responsibility of the Charterer – this will include but will not be limited to loss of revenue on future bookings on behalf of the Company, fees (including legal fees) incurred for vessel release and vessel down-time which will be pro-rated on a daily basis at the normal seasonal rates.

**7. CHARTERER'S AUTHORITY:**

Full authority regarding the operation and management of the Yacht is hereby transferred to the Charterer for the term of the charter set to herein. Charterer agrees that he will be physically present aboard the Yacht at all times, with at least one other competent crew member present, when the yacht is underway and is responsible to ensure that ALL items (including dinghy and outboard motor) are securely stowed or fastened and that all normal engine checks have been completed PRIOR to the vessel getting underway. In the event that, for the term of the charter, there is a professional captain provided by the company then the authority for the vessel shall be transferred to him but he cannot be held responsible for actions taken by the Charterer or his guests. Dinghy should not be operated by persons under the age of 18 years. Dinghy navigation lights must be displayed at night and no planing is allowed at night. Charterer agrees to observe the 5 knot speed limit in mooring fields.

The Company reserves the right to supply a captain at the Charterer's sole expense if the Company feels that the Charterer does not have sufficient experience in operating a vessel of the size and displacement aforementioned herein. Such captain will remain on board until such time as he/she is comfortable that the Charterer has the necessary ability to safely navigate, drive, sail and manoeuvre the vessel in a competent fashion. If the captain deems that the Charterer is competent as outlined herein then the Charterer reserves the right to request the captain remains on board for the duration of the charter or portion thereof.

**8. RETURN OF THE YACHT:**

The Charterer agrees to surrender the Yacht at the time and at the point of pick-up as specified in paragraph 2, with all gear aboard, free and clear of any indebtedness or liens incurred by Charterer, clean and in the same condition as upon departure, normal wear and tear from ordinary use excepted. If the Charterer returns the Yacht in a condition that demands extraordinary cleaning, then the Company may charge the Charterer for that cleaning. If the Charterer fails to return the Yacht at the agreed time on the agreed date, except when the lateness is due to circumstances beyond the Charterer's control, then the Charterer agrees to pay the prorated charter fee until such delivery is made as well as to pay the Company or the Yacht's owner for any losses and expenses incurred by the Company or the Yacht's owner due to the delayed delivery of the Yacht to its base.

**9. CANCELLATION POLICY:**

The charter fee or any portion thereof paid herein shall only be refundable provided that the Charterer submits to the Company written notice of their intention to cancel at least ninety (90) days prior to the start date of the charter. In the event of a cancellation made within ninety (90) days of the charter start, the charter fee or any portion thereof paid

herein shall be refunded provided that the company is able to rebook the Yacht for the same charter dates under such terms and conditions at least as favorable to the Company as those set forth herein. There will be a \$200.00 cancellation fee in the event of any refund. It is strongly recommended that a trip cancellation policy is taken by Charterer.

In the event that the Company has to cancel any portion of the charter due to severe weather or warnings of severe weather, a credit for the unused portion of the total charter fee will be issued. This credit can be used against any future charter with the Company depending on Yacht availability or extending the current charter term if the vessel is available. In the event Charterer has to vacate yacht due to severe weather, Company cannot be held responsible for hotel, travel or any other expenses incurred as a result.

**10. NON-ASSIGNMENT:**

The Charterer agrees not to assign this agreement or sub-charter the Yacht without the written consent of the Company.

**11. CONSTRUCTION OF AGREEMENT:**

This Agreement is binding upon and ensures to the benefit of the parties hereto and their heirs, successors and assigns and shall be governed in all respects by the laws of the British Virgin Islands and the parties hereto submit to the exclusive jurisdiction of its courts.

Horizon Yacht Charters reserves the right to terminate this agreement at any time, and if they deem it necessary, request the Charterer to vacate the vessel should the Charterer be in breach of any aspect of this Charter Contract or Client Responsibility Agreement.

NEITHER THE COMPANY, CAPTAIN/DIVEMASTER/CREW (IF REQUESTED OR AS DEEMED NECESSARY) OR YACHT OWNER WILL BE LIABLE TO ANY PERSON FOR ANY LOSS, DAMAGE, INJURY OR DEATH THAT MAY RESULT TO ANY PERSON OR PROPERTY BY OR FROM ANY CAUSE WHATSOEVER (INCLUDING NEGLIGENCE) ON THE PART OF THE COMPANY, ITS SERVANTS OR AGENTS OR ON THE PART OF THE YACHT OWNER, HIS SERVANTS OR AGENTS DUE TO THE CHARTERER'S USE OF SAID YACHT AND ITS EQUIPMENT, WHETHER OR NOT THE EQUIPMENT IS PROVIDED BY THE COMPANY OR CHARTERER (SPECIFICALLY INJURIES OR DEATH DUE TO SWIMMING OR THE USE OF WATERSPORTS EQUIPMENT, INCLUDING BUT NOT LIMITED TO, SAILBOARDS, SNORKELS, MASKS OR ALLIED EQUIPMENT SUCH AS SCUBA EQUIPMENT). CHARTERER WILL INDEMNIFY THE COMPANY AND THE YACHT OWNER AGAINST AND HOLD THEM HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, LIABILITIES, ACTION, SUITS AND PROCEEDINGS OF EVERY KIND, INCLUDING THE COST AND EXPENSES THEREOF, CAUSED BY, ARISING OUT OF, OR CONNECTED WITH, CHARTERER'S USE OF SAID YACHT.

Compensation or refunds will not be made where the Charterer is inconvenienced or has to pay due to situations such as war, threat of war, riots, civil disputes, industrial disputes, fire, explosion or congestion of airports or ports. Cancellation or changes by carriers ceasing to operate due to weather conditions (hurricanes), natural disasters, or other reasons and similar events outside our control.

IN WITNESS THEREOF, the parties have hereunto set their hands on the day and year written below. Signed and delivered in the presence of witness:

\_\_\_\_\_  
Charterer

\_\_\_\_\_  
Horizon Yacht Charters Ltd

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness