



Office Use Only
Hull Value US\$ _____ *
* To be completed prior to boarding

CLIENT RESPONSIBILITY AGREEMENT

IMPORTANT - Please read carefully

Vessel: _____ Charter Dates: From _____ To _____

I _____ (*print Charter Client's name*) hereby accept the aforementioned vessel as being in full operational condition and understand that as the client of the vessel, the following become my sole responsibility during the term of charter. I acknowledge that failure to comply with the following items may invalidate my HDW insurance resulting in responsibility for the total insurance deductible of 2% of Insured Hull Value and agree to and authorize any such sum to be charged to my

Visa / MasterCard credit card # _____ **expiry** _____ / _____

Signed _____

I hereby agree:

Safe Navigation

To navigate the vessel in a safe, responsible and seamanlike manner and in accordance with local and international regulations. To use all available charts, almanacs and cruising guides provided to assist with my safe navigation of the vessel.

Anchoring

To use a minimum scope of five times the depth of water. To set the anchor with 2000 RPM in reverse. To take a transit and ensure that the anchor is set and not dragging. To always use a snubbing line. To always have the main engine running when dropping or raising anchor. To raise the anchor slowly as it breaks the water surface, so as to avoid swinging the anchor into the bow, and causing damage.

Mooring

To always run a secondary back up line in addition to the mooring pennant. To run this line in a loop from a bow cleat, and back to the SAME bow cleat. To take due care and attention to avoid running over mooring balls and pennants. To snorkel over and check integrity of lines, shackles and fittings to ensure good maintenance.

Equipment Stowage

To ensure that all equipment is on board and safely stowed & secured and all doors and cabinets below are closed, prior to departure and to continue to do so throughout the term of charter, special attention being paid to items that may break or fall in rough seas, e.g. galley equipment, boat hook, etc. To ensure any items that may blow overboard, are not left on deck through the night or while sailing. To ensure that the helm seat is secured correctly.

Cushions and Bimini

To ensure that equipment onboard is not placed under unnecessary stress. For example, if wind speeds are in excess of 35 knots, the canvas bimini will be removed from the frame and stowed accordingly. If at any time, cushions are at risk of blowing off, whether due to broken fastenings, or high winds, they will be removed and stowed and I accept financial responsibility for loss or damage of such.

Dinghy and Outboard Engine

Dinghy driver shall be over 18 years of age. At all times to operate and navigate the dinghy safely. At night: Limit dinghy speed to 5 knots or less, (no planing). To wear a kill switch at all times and to exhibit the all round white stern light and red and green bow lights at all times whilst underway between the hours of dusk and dawn. To ensure that the outboard engine is securely attached to the transom of the dinghy by ensuring that the thumb screws are tight before each use and that the safety lanyard/line attaching the thumb screws together and securing the motor to the dinghy is secure. To ensure that the dinghy towing line is securely attached and the towing U-bolt is secure. To keep a look out for wear and tear which might unduly cause failure of such parts and to report this to Horizon Yacht Charters immediately. To ensure that the dinghy painter is always shortened and tied off to the yacht during reversing or other manoeuvres to prevent wrapping the painter around the yacht's propeller. To tow the dinghy at the full length of the painter with the engine up and with the painter made fast to a cleat and not any other part of the yacht (e.g. stanchion; grab handle). To always stop the engine before people attempt to get into, or out of the water. To lock the dinghy to the dock or to the yacht with the cable and padlock supplied by Horizon Yacht Charters – failure to do so resulting in theft and loss of the dinghy shall negate any coverage provided by the HDW rendering client responsible for the full replacement cost of the dinghy and outboard engine.

Alcohol and Drugs. I will not, and I will not allow any other person to operate the vessel (or dinghy) under the influence of alcohol or drugs at any time.

Notification

To notify Horizon Yacht Charters **immediately** of any operational failures – by way of cellular phone, VHF radio on Channel 74 (only line-of-sight range) or land line telephone. To notify Horizon Yacht Charters **immediately** of any theft or damage of or to items belonging to the yacht or dinghy. Failure to do so immediately will result in voiding HDW.

Hatches, Lockers and Stowage

To check all hatches are closed before sailing and all lockers/cabinets and doors are properly closed or hooked open. To stow all gear above and below decks to safeguard against damage from movement of items whilst underway. No coolers/ice boxes below decks. Any damage to hatches due to lines wrapping around them is my full responsibility.

Refrigerator/Freezer

To ensure that no sharp implements (knives, ice picks, etc) are used to dislodge ice build-up in the refrigerator/freezer units. Doing so could cause a puncture in the evaporation plate that will result in a costly replacement for which I am responsible. If plate is punctured, the fridge must be shut off immediately to prevent further damage to the compressor and to notify Horizon of any puncture. In the event of refrigeration breakdown, notify Horizon immediately and we 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. Horizon will not be held responsible for any loss of food due to refrigerator breakdown.

Responsibility for Damage and Loss

By signing the damage and inventory check sheets prior to departure, I am accepting total responsibility for any damage to the vessel or loss of items (subject to the terms of the HDW insurance waiver), during the term of my charter. I agree to notify Horizon of any damage to the vessel or damage or loss to any items or equipment provided to me and the yacht by Horizon Yacht Charters and pay the replacement value of lost or damaged inventory or equipment.

Blockage of Heads

I have personally inspected all head operation on board, flushed all heads more than 15 times and deem them to be fully operational. I will brief all passengers on board, of the head operation and I therefore accept BLOCKAGES as my responsibility and further warrant to pay for any and all head blockage charges including chase boat usage - if vessel is located at one of the out laying Islands not accessible by road (\$85 per hour for chaseboat) and the fee for the technical staff (\$60 per hour plus \$120 sewage fee to unblock head)– unless blockage is due to mechanical failure of parts in the head system (to be determined by the attending technician).

Engine Checks and Operation

To operate the engine at no more than the RPMs advised by Horizon. To perform all engine and, where applicable, generator systems checks as would normally be required or as stated in vessel briefing – oil, coolant, gear oil, belts etc. To shut engine down immediately if an alarm sounds and contact Horizon.

Responsibility for Fuel Costs

I will fill the diesel, water and dinghy tanks before returning the yacht to Horizon Yacht Charters, unless I have paid for an Express Check Out. If I fail in this responsibility, then I unconditionally accept all responsibility for fuel-running costs and I hereby authorize Horizon Yacht Charters to use the credit card, which I have left as a security deposit to pay for such fuel settlements at fuel up at the completion of my charter.

GPS

I understand that some vessels have electronic navigational aids such as GPS Chart Plotters. I hereby state that I am not dependant on these items for safe navigation of the vessel; should such items fail or not be operational, I do not hold Horizon Yacht Charters responsible for such failures or consequential damage as a result of such failures. I further understand that Horizon Yacht Charters are not responsible for any information that has been input into these devices such as waypoints.

Groundings

I, hereby, agree not to sail or motor the charter vessel in areas designated as ‘out of bounds’ by Horizon Yacht Charters. Also, I will not undertake any passages without first consulting my guides and charts to plan a safe route. I agree to sail, at all times, with due care and attention to navigational hazards and sail with the depth-sounder on at all times to enable me to monitor the depth.

Awareness of all Relevant Circumstances and Acceptance of Responsibility

At all times to operate the vessel (and dinghy) with due attention to navigational hazards, the surroundings, environment, safety of others and with general caution and care, being aware of weather, water depth, sea state, currents wind speeds, direction and proximity of other vessels and land to the chartered vessel. At all times to accept the responsibility bestowed on the Captain of a Yacht and the responsibility therefore imposed, by Horizon Yacht Charters, to me, as Captain of the vessel.

I hereby confirm that I have read, understand and accept all responsibility as detailed above and attest that I am an experienced and proficient sailor.

Charter Client's Signature

Date