



Office Use Only
Hull Value US\$ _____ *
2% Value US\$ _____ *
* To be completed prior to boarding

## CLIENT RESPONSIBILITY AGREEMENT

*Please read carefully*

Vessel: \_\_\_\_\_ Charter Dates: From \_\_\_\_\_ To \_\_\_\_\_

I \_\_\_\_\_ (*print Captain's name*) hereby accept the aforementioned vessel as being in full operational condition and understand that as captain 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 that any such sum may be charged to my Visa / MasterCard credit card # ..... expiry ..... /..... 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 abide by the navigational limits as laid out in the charter contract.

### Anchoring

To use a minimum scope of five times the depth of water. To set the anchor with 2000 RPM in reverse. 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.

### Equipment Stowage

To ensure that all equipment is on board and safely stowed & secured 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. Kayaks and other rental equipment must be lifted on board and tied down at night.

### Cushions and Bimini

To ensure that equipment onboard is not placed under unnecessary stress. For example, if wind speeds are in excess of 30 knots, (or that the total wind speed across the decks exceeds 30 knots whilst under way) 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 below or securely lashed to the decks and I accept financial responsibility for loss or damage of such. To ensure that the boom does not contact the bimini at any time.

### Dinghy and Outboard Engine

Any dinghy driver to be over 16 years of age. Driver to wear kill switch at all times. At all times to operate and navigate the dinghy safely. At night: limit dinghy speed to 5 knots (no planning) and carry at least one torch (flashlight). To ensure that the outboard engine is securely attached to the transom of the dinghy by ensuring that the thumb screws are tight and that the safety lanyard/line attaching the thumb screws together and securing the motor to the dinghy is secure. To place the outboard back on board the outboard bracket mounted on the yacht when passage making between islands (e.g. Grenada – Carriacou, Canouan – Bequia) or at any time when the condition of the sea would be considered a risk to immersing the outboard or turning the dinghy over. In rough conditions also to remove and stow the fuel tank and paddles on board the yacht. To ensure that the dinghy towing line is securely attached and the towing U-bolt is secure. To tow the dinghy at the full length of the painter and with painter fastened to the stern cleat and not any other part of the yacht (Stanchion, grab handle etc). **Catamarans:** to always lift and secure dinghy in davits when underway. 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 prop. To ensure

that the outboard and dinghy are kept locked with padlocks and lock cable at night; when ashore and at all time when left unattended.

### **Notification**

To notify Horizon Yacht Charters immediately of any operational failures – by way of cellular phone, VHF radio on Channel 16 (only line-of-sight range) or land line telephone. To notify Horizon Yacht Charters of any theft or damage of or to items belonging to the yacht or dinghy, for which I am responsible immediately.

### **Hatches and Lockers**

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.

### **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.

### **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).

### **Blockage of Heads**

I have personally inspected all the heads on board, and deem them to be fully operational. I will (have) briefed 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. The fee for unblocking a head is US\$80 fee – unless blockage is due to mechanical failure of parts in the head system (to be determined by the attending technician).

### **Engine Checks**

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 return the yacht full of diesel and water at the end of charter (this can be done at the charter base at True Blue). Please do not fill the dinghy gas tank as we change the fuel in the tank between each charter; we will do an estimate of the amount used.

### **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.

### **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 inputted into these devices such as waypoints.

### **Awareness of all Relevant Circumstances and Acceptance of Responsibility**

At all times to operate the vessel (and dinghy) with due attention to 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.

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Charter Captain Signature

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Date