



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 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 and authorize that any such sum may be charged by Horizon Yacht Charters to my Visa / MasterCard / Other credit card (please note we do not accept AMEX)

_____ / _____ / _____ / _____ expiration _____ / _____ Signed _____

Safe Navigation

To navigate the vessel in a safe, responsible and seamanlike manner and in accordance with local and international regulations.

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, to avoid swinging the anchor into the bow.

Mooring

To always use a secondary back up line in addition to the mooring pennant. To take due care and attention to avoid running over mooring balls and pennants.

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.

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 planning). To wear a kill switch at all times and to have on board a flashlight and to use this 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 this 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 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 yacht or dock 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.

Racing

I know I cannot participate in any kind of race or Regatta. I am aware that in case I do participate no kind of damage will be covered by the insurance. In case of an accident, I am liable for the total costs to repair the vessel and all lost revenue and legal costs of Horizon Yacht Charters.

Notification

To notify Horizon Yacht Charters immediately of any operational failures – by way of cellular phone, VHF radio on Channel 68 (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.

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.

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 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 about the head operation and I therefore accept BLOCKAGES as my responsibility. I realize I have to pay for any and all head blockage charges including chase boat usage - if vessel is located at one of the anchorages not accessible by road (\$70 per hour for chaseboat) and the fee for the technical staff (\$50 per hour plus \$80 fee to unblock head). I am liable for all these expenses 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.

Alcohol and Drugs - I will not 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 input 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.

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

(Charter Captain Signature)

(Date)