

CHARTER PARTY AGREEMENT

NAME OF VESSEL: **XYZW** TYPE: **Catamaran**
LENGTH: 42' FLAG OF VESSEL: BVI PORT OF REGISTRY: Road Town
This date: 12 April 2015 and place: Road Town, BVI

Between the undersigned parties it has been agreed as follows:

OWNER/AGENT: **Owner's name**
ADDRESS:

CHARTERER: **John Smith**
ADDRESS: c/o Amazing Charters, P.O.Box 4497 Road Town, British Virgin Islands

STAKEHOLDER: The vessel's agent

BROKER: Amazing Charters

CHARTER PARTICULARS

Number of Nights: 7

FROM: 17:00, January 9, 2016 TO: 17:00, January 16, 2016

BOARDING: Nanny Cay, Tortola BVI DISEMBARKING: Nanny Cay, Tortola BVI

NUMBER OF GUESTS: 6 Number of Crew: 2 CRUISING AREA: BVI

(Rate is based on # guests stated)

CHARTER FEE: \$14,000

ADDITIONAL FEE: Please see terms and conditions

TOTAL CHARTER FEE: \$14,000

PAYMENT SCHEDULE:

1ST DEPOSIT: \$3500 UPON SIGNING OF CONTRACT, NO LATER THAN APRIL 18, 2015
2nd DEPOSIT: \$3500 DUE 6 MONTHS BEFORE BOARDING, NO LATER THAN JULY 9, 2015

FINAL PAYMENT: \$7500 DUE ON OR BEFORE: 60 days before charter, November 9, 2015

SIGNATURES

I have read and understand the terms of this Agreement, plus all additional conditions and/or addendums.

CHARTERER **OWNER OR AUTHORIZED AGENT**
Signature: _____ Signature: _____
Date: _____ Date: _____
Full Name of Signatory: _____ Full Name of Signatory: _____
Witness: _____ Witness: _____

Charterers initials: _____

Owner/Agents initials: _____

1. TERMS AND CONDITIONS:

Included/Excluded: **(unless otherwise specified under Additional Conditions):** The charter fee includes the services of a Captain and Crew, meals, standard ship's bar, fuel, and all expenses related to running of the vessel and use of on-board sports equipment. The charter fee does not include (optional) crew gratuities, diving and equipment, air fills, premium beverages and fine wines, excessive alcoholic consumption, off yacht excursions, dockage, telephone, airport transfers or similar expense incurred by the CHARTERER.

ADDITIONAL TERMS AND CONDITIONS:

1. Smoking is not allowed inside the yacht, and is only allowed on the transoms or other areas designated by the captain.
2. Children are to be under the direct supervision of an adult in the charter party at all times and are not the responsibility of the crew.

2. PAYMENTS:

It is further understood that charter fees will be deposited in an Escrow Account and will be disbursed to the OWNER in the following manner: Not more than 35% of the charter fee plus delivery fees and other additional expenses as applicable not more than ten (10) days prior to the start date of the charter period. The balance of the charter fee will be dispersed no earlier than the start date of charter. It is further understood that the OWNER considers charter deposits non-refundable.

3. DEFAULTS IN PAYMENT: Should any installment of charter fees not be paid on the date designated, the CHARTERER will be advised in writing and will have 14 days to pay balances due. If the default continues thereafter, the OWNER shall be so be advised by the BROKER, and the OWNER shall have the right to cancel this Agreement without prejudice to his rights in respect of any arrears of charter money, or of any breach by the CHARTERER of the conditions contained herein.

4. CANCELLATIONS: Should the CHARTERER cancel before the charter term begins, deposits will be refunded under the following conditions; If the yacht is rebooked for the same period or portion thereof Deposits paid will be refunded pro rata, less a service-fee equal to the BROKER'S full commission, If rebooking is not possible, no refund will be made. If the OWNER cancels, the OWNER shall reimburse the CHARTERER, through the BROKER, for all deposits paid as of cancellation date, and pay BROKER'S full commission. Cancellations by OWNER or CHARTERER are to be in writing through the BROKER and acknowledged by both parties.

5. BROKERAGE: The OWNER and CHARTERER recognize Amazing Charters as the sole BROKER in connection with this Agreement. The OWNER agrees to pay said BROKER customary and usual brokerage fees in connection with said charter and for any extensions and subsequent charters of the yacht by this same CHARTERER or other members of his/her Charter party for a period of 2 years from the end of the initial charter. The parties, understand and agree that the function of the BROKER is solely that of arranging the charter and that the BROKER is not responsible for the CHARTERER'S, OWNER'S or crew's actions at any time, nor will the BROKER be liable for the satisfaction of the CHARTERER or any actions or events outside BROKER'S direct control. OWNER agrees for itself and on behalf of the vessel's captain and crew and the OWNER'S other employees and agents, not to solicit future business from the CHARTERER without the written consent of the BROKER, except for any future charters of the Yacht for which BROKER shall be compensated as set forth above. This shall include but shall not be limited to the distribution on the chartered yacht or thereafter to the CHARTERER of marketing materials for other yachts, agents or BROKERS. The OWNER agrees to instruct the vessel's captain and crew and the OWNER'S other employees and agents regarding their obligations as set forth above.

6. DELIVERY: The OWNER agrees to deliver the yacht at the Port of Boarding in full commission and in proper working order, having all licenses required for any jurisdiction within the area of charter, outfitted as a yacht of her size, type and accommodations, with full equipment, inclusive of that required by law, and fully furnished, including galley and utensils, blankets, linens, and towels; in staunch, clean and good condition throughout and ready for service; and, further agrees to allow demurrage pro rata to the CHARTERER for any delay in delivery, unless caused by Force Majeure. Should it be impossible for the OWNER to make delivery within twenty-four hours after the start of the charter period (for any reason other than Force Majeure), the CHARTERER may cancel or reschedule this Agreement. Any charter deposits paid in advance (plus BROKER'S commission) shall be returned by the OWNER in full to the CHARTERER at the CHARTERER'S option without further liability to the OWNER.

7. FORCE MAJEURE: Force Majeure is defined as any cause attributed to acts of GOD, accidents, natural disaster, weather 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 weather with respect to this charter. If a Named Storm threatens or is forecast to threaten the expected location of the charter yacht, as determined by the Captain in his/her sole discretion, the Captain shall have the option of terminating or canceling the charter any time that he/she deems necessary. No refund is provided for cancellation due to weather.

Charterers initials: _____

Owner/Agents initials: _____

8. AUTHORITY: The OWNER warrants that the Captain meets all requirements necessary to legally command the yacht in the area chartered. While it is agreed the CHARTERER may determine the general movements and destination of the yacht within the boundaries of this Agreement, it is understood that the Captain is in full command, and that the CHARTERER agrees to abide by his judgment as to clearance, sailing, weather conditions, anchorages and other pertinent matters.

9. LIENS: The CHARTERER, his agents, and/or employees, have no right or power 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 incurred as a result of a breach of this paragraph, including reasonable attorney's fees.

10. NON-ASSIGNMENT: The CHARTERER agrees not to assign this Agreement or sub-charter the yacht without the OWNER'S consent in writing.

11. RESTRICTED USE: The CHARTERER agrees that the yacht shall be employed exclusively as a pleasure vessel 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, nor in any way violate the 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.

12. NAVIGATION LIMITS: The CHARTERER agrees to restrict the cruising of the yacht to the area specified on the 1st page of this Agreement, cruising area.

13. INSURANCE: The OWNER agrees to keep the yacht fully insured against fire, marine and collision risks and with protection and indemnity coverage for the full term of the charter period. The CHARTERER shall not be liable for any such loss or damage covered by such insurance. Failure by the OWNER to provide such insurance will burden him with the same responsibility as if the yacht were so insured. The CHARTERER may purchase additional Charter liability insurance at his /her expense. The OWNER shall not be held responsible for loss or damage to personal property or for any injury suffered by the CHARTERER, or any member of his party, during the term of this charter, regardless of whether any such loss or injury occurs on board the yacht or elsewhere, unless such loss, damage or injury is the direct and proximate result of OWNER'S sole negligence. More specifically, but without limiting the foregoing, the OWNER and his insurance underwriters accept no responsibility or liability for accidents, injuries or death related to the yacht's dinghy, swimming and/or the use of snorkels, masks or allied equipment (such as scuba equipment), water skiing, windsurfing, personal watercraft, spinnaker flying, halyard flying, or other sports equipment, whether or not supplied by the OWNER or CHARTERER.

14. ACCIDENTS: The OWNER agrees that should the yacht, after delivery, sustain breakdown of machinery, or be disabled, or damaged by fire, grounding, collision or other cause so as to prevent its use by the CHARTERER for a period of twenty-four (24) consecutive hours or more, or should the yacht be lost or said damage(s) be so extensive that the yacht cannot be, or is not repaired within twenty-four (24) hours, none of the above being brought about by any act or default of the CHARTERER, the CHARTERER shall have the right to terminate the charter. The OWNER shall make a pro rata return of all charter fees to the CHARTERER from the time of such loss or damage.

15. DRUGS AND OTHER ILLEGAL ACTIVITIES: The use, transportation, or possession of illegal drugs or narcotics (including marijuana) or of any other contraband, or the participation in any other unlawful activity is strictly prohibited. The participation in any of these activities by CHARTERER, or by any guest of the party constitutes a breach of the charter and shall be cause for immediate termination of this Agreement without refund of any payments made by CHARTERER. CHARTERER will be held responsible for any loss or damage to the yacht due to any such violations and will be put ashore at the next port of call.

16. REDELIVERY: The CHARTERER agrees to redeliver the yacht, her equipment and furnishings, free and clear of any indebtedness incurred for/by the CHARTERER, at the expiration of the charter. The CHARTERER also agrees to be responsible for and to replace or make good any injury to the yacht, her equipment and furnishings caused by himself or by any of his party, less ordinary wear and tear, except to the extent such claims are covered by insurance as provided above. This means that the CHARTERER shall be responsible for any costs up to the amount of any deductible. Should the CHARTERER hinder the yacht's redelivery to the place and time stipulated, for whatever cause, he shall pay the OWNER demurrage pro rata for additional charter time, plus any other losses the OWNER sustains related to the delayed redelivery. If the delay in redelivery is due to Force Majeure, the CHARTERER is not held responsible for any additional charter fees.

17. DISPUTE RESOLUTIONS: 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 submitted first to mediation before a mediator mutually agreed upon by the CHARTERER and the OWNER, with the cost thereof divided equally between the parties. The mediation will be in accordance with such rules as the parties may designate agree upon and in the event the dispute cannot be resolved by mediation, then either party may resort to an action as provided in paragraph 18.

Charterers initials: _____

Owner/Agents initials: _____

18. VENUE: The venue of any action arising from this Agreement shall lie exclusively in the Courts of the City and State of OWNER'S residence, unless another place is mutually agreed upon, and both parties shall submit to the jurisdiction of such court.

19. EXECUTION OF AGREEMENT: The OWNER and CHARTERER, whose signatures need not be affixed to the same copy of the YACHT CHARTER PARTY AGREEMENT, may transmit the Agreement by facsimile or other electronic means. The separately signed Agreement, and/or copies thereof, shall constitute a binding Agreement between the OWNER and the CHARTERER.

20. TRIP CANCELLATION INSURANCE: The CHARTERER acknowledges that trip cancellation insurance has been recommended and that he/she has the choice of either accepting or declining such coverage. It is the CHARTERER'S responsibility to understand the coverage's offered from the insurance company. The BROKER shall not be held liable for any claims related to the travel insurance.

This Agreement must be signed and returned within 10 days of receipt by the OWNER or the OWNER'S representative via electronic or other means to the delivery address provided. Otherwise the CHARTERER has the right to cancel without penalty.

Charterers initials: _____

Owner/Agents initials: _____