

BAREBOAT CHARTER CONTRACT

CHARTERER'S NAME: _____ **CHARTER #** _____

1. COMPETENCE: The Charterer warrants the accuracy of the sailing resume submitted to TMM. The Charterer further warrants that he/she is experienced and competent in the handling and operation of craft of the same general type and size as the yacht herein chartered and is capable of assuming the responsibilities of Skipper in respect of crew control, practical knowledge of seamanship, pilotry and Rules of the Road. The Charterer shall not delegate any of these duties to any person not equally qualified.

2. DELIVERY: TMM shall turn over the yacht to the Charterer staunch, clean and in full commission, ready for service. The Charterer shall be responsible for examining the yacht before departure and to ascertain whether the Yacht is staunch and strong and properly outfitted for the intended purpose for the duration of the charter. Acceptance of the yacht at the time by the Charterer constitutes full performance and compliance with all obligations and warranties of TMM. TMM may allow credit, pro rata, of charter fees covering periods of delay in delivery but should it be impossible for TMM to make delivery as stipulated through causes beyond its control, or substitute a yacht of similar length, and should such delivery not be made within 24 hours thereafter, then this agreement may be cancelled by the Charterer and any fee paid in advance shall be returned to the Charterer. Should the Charterer not be present or not ready to accept delivery of the yacht for whatever reason at the specified time and place, TMM reserves the right to reset the time of delivery within a 24 hour period thereafter.

3. CHARTER FEE: The Charterer agrees with TMM to charter and take for hire the Yacht. The Statement of Account is part of this agreement and the Charterer shall adhere to the payment terms. A deposit of 50 per cent (50%) of the charter fee plus all expenses as shown on the Statement of Account is payable as the reservation deposit with the contract. The Balance Due shall be payable forty five (45) days prior to Start Date. In the event that the Charterer does not adhere to the payment terms, TMM may cancel this charter. The Charterer authorizes payment made by credit cards to be processed by and paid to TMM.

4. CANCELLATION: All cancellations by the Charterer must be given to TMM in writing. Cancellations are subject to the following charges:

- For cancellation 90 or more days prior to the charter start \$300.00.
- For cancellation 46 to 89 days prior to charter start date: 50% of charter fee.
- For cancellation 45 days or less prior to charter start date: 100% of charter fee.
- All cancellation service fees are non-refundable and will not be held as credit towards future charters.

5. RUNNING EXPENSES: The Charterer agrees to pay any additional running expenses during the term of the charter which have not been prepaid as part of the charter package. Such additional running expenses may include, but are not limited to, food and other consumable stores, mooring fees, pilotage, port charges, customs or supplies for the Charterer and party.



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6. RESTRICTIONS OF USE: The Yacht shall be operated only by individuals included on the yachting resume submitted to TMM by the Charterer and subject to acceptance of such individuals at the commencement of the charter by TMM as competent. The Charterer expressly agrees that in the event that no such acceptance is made, TMM may require that a qualified skipper be employed on the yacht by the Charterer for the whole or part of the charter period at the Charterer's expense. The Yacht shall be employed exclusively as a pleasure vessel during the term of the charter and shall not transport merchandise or carry passengers for payment, or engage in any trade nor in any way violate the laws of the United States of America, or any other government within the jurisdiction of which the Yacht may be at the time, and shall comply with the law in all other respects.

- The Charterer shall not operate or permit the Yacht to be operated outside the waters of the British Virgin Islands and U.S. Virgin Islands. With prior approval, charterers are allowed to visit Anegada with the following restrictions: they will not venture within three miles of Herman, White Horse, or Horseshoe Reefs, and the reefs surrounding Anegada Island as shown on the British Admiralty Chart 2008. The following areas are restricted: (1) Waters East of Anegada; (2) no more than five miles south of Norman Island; and (3) not further South than Cruz Bay, St. John, U.S. Virgin Islands.
- The Charterer shall not operate the Yacht after one and half-hours before sunset or before half an hour after sunrise. The Charterer shall at all times when docked, anchored or moored take every precaution to secure the dinghy and outboard in such a manner as to prevent theft with the equipment provided for this purpose.
- The Charterer (in any location) shall also ensure that the Yacht is at all times operated in a seaman-like manner with due regard being paid to the preservation of the Yacht and its equipment and in accordance with any instructions given to the Charterer or to any member of his party by TMM.

7. INSURANCE: TMM shall provide and maintain in full force and effect with respect to the Yacht:

- a) Hull insurance.
- b) Protection and Indemnity cover with limits of \$3 million total coverage.
- c) Mandatory Security Insurance (Collision Damage Waiver) The Charterer shall be required to purchase the Security Insurance coverage which shall, except as provided to the contrary elsewhere in the agreement, afford the Charterer protection against loss or damage(including any deductible) to the Yacht, its dinghy and equipment. The Charterer being an additional insured under the said policy, shall comply with and be bound by the terms, conditions and limitations of the said policy and shall co-operate with TMM in the event of any claim or suit. In the event of any loss, accident, break-down or disaster, the Charterer shall give immediate notice of the same to TMM. In such an event, the Charterer shall take all steps reasonably possible to preserve the Yacht and its equipment, but shall not attempt to make any repairs without specific authorization from TMM. TMM and the owner of the Yacht accept no responsibility in respect of loss, accident, breakdown or disaster beyond the risks covered by the insurance specified herein and the Charterer agrees to hold harmless TMM, its officials, agents and employees and the said owner from any and all loss or liability for injury or damage caused to any person or property in connection with the Yacht



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whilst on charter hereunder. Without prejudice to the generality of the foregoing, the Charterer specifically agrees to assume all responsibility and liability for, and to indemnify TMM, its officials, agents and employees and the said owner in respect of accidents, injuries or death due to swimming or the use of snorkels, masks or allied equipment or scuba equipment, whether or not any such equipment has been provided by TMM. Furthermore, TMM and the owner accept no responsibility for any allegedly defective condition of the Yacht and give no warranty, implied or otherwise, with respect to the Yacht, related equipment or anything supplied, included but not limited to any outboard motor, dinghy, fuel, water, ice or provisions. The Charterer remains liable for any damage or loss in excess of insurance coverage provided by TMM, or for gross negligence or intentional acts which are not covered by the insurance policy.

8. RETURN OF THE YACHT: The Charterer shall deliver the Yacht to TMM's base in the location where the boat was chartered or to such other location as TMM advises the Charterer, on or before noon on the last day of the charter period with all equipment aboard, free of any indebtedness or liens incurred by the Charterer, clean and in the same condition as that in which it was received, normal wear and tear from ordinary usage excepted, and if necessary having properly cleared customs. If for any reason the Yacht shall not be delivered as aforesaid, the Charterer shall pay losses sustained by TMM resulting from such delay including part or whole of the charter fee for the next succeeding charter. In the event that the Charterer shall leave the Yacht at any location other than that specified in this clause he shall be liable for delivery costs to the location so specified in addition to any other loss by TMM as aforesaid.

9. NON-ASSIGNABILITY: This Agreement is personal to the Charterer and may not be assigned by him without the previous written approval of TMM. Any purported assignment hereof in contravention of the terms of this clause shall be without effect.

10. INTERPRETATION: In this Agreement where the context so admits the masculine gender shall be deemed to include the feminine and neuter and the singular shall be deemed to include the plural.

11. GOVERNING LAW: This agreement shall be governed in all respects by the laws of the British Virgin Islands. The parties agree to submit to the exclusive jurisdiction of the Courts of the British Virgin Islands.

I AGREE TO THE ABOVE TERMS AND CONDITIONS FOR MYSELF AND MY ENTIRE CREW/CHARTER PARTY.

CHARTERER'S NAME: _____

SIGNATURE: _____ **DATE:** _____

