

**STANDARD TERMS AND CONDITIONS**

**Payment and Fees:** The 50% deposit for the reservation of the yacht is non-refundable. The final payment will be made on boarding the vessel in cash or travelers cheques (to be cashed).

**Cancellation Policy:** If the Charterer must cancel, all moneys paid shall be forfeited unless the yacht is rebooked for the same rates as stipulated in this agreement. If the Owner must cancel, the Owner shall refund all moneys received directly to the Charterer.

**Drug Possessions/unlawful Acts:** The use or possession of any illegal drugs (including marijuana), controlled substances or firearms and all other contraband will result in immediate termination of the charter without reimbursement. The parties involved will be put ashore in the hands of local authorities and will be held responsible for any loss or damage to the yacht due to any violation of customs or applicable drug acts.

**Running Expenses:** The charter fee includes all food and standard bar and beverages, and all expenses related to running of the yacht including fuel, water, and the use of advertised sports equipment on board. The charter fee is exclusive of special request charges such as dockage and moorings requested by the Charterer, rental of sports equipment not inventoried by the yacht, premium beverages, off yacht excursions or meals and drinks, telephone, and other similar expenses incurred by the Charterer.

**Accidents/unforeseen Circumstances:** Should the yacht, during the period of this charter, be lost, stranded, or disabled by an accident, breakdown or other unforeseen circumstance, or unable to perform this charter because of fire, perils of the sea, or other unavoidable accident rendering her unfit for use or purpose of the charter, not brought about by an act or fault of the Charterer, the charter shall cease from the time thereof and neither the parties shall then be liable for the loss, damage, expense or inconvenience resulting therefrom. Should the yacht suffer a mechanical breakdown during the charter period, which cannot be repaired within 24 consecutive hours of such occurrence, the Charterer may cancel the remainder of the unused portion of the charter and receive a full refund on a pro-rata basis.

**Severe Weather:** No warranty is made to the suitability of weather with respect to this trip. In the event that the captain finds it necessary to cancel or terminate this charter for the safety of the yacht and passengers, the owner agrees to offer the Charterer credit for unused time toward a future charter on the same yacht, schedule permitting, to take place within one year from the date originally stipulated. Under no circumstances will a cash refund be provided for cancellation due to severe weather

**Disclaimer:** The Owner and the insurance underwriters of the yacht accept no responsibility or liability for any injury suffered by the Charterer or any member of his party, specifically but not limiting the foregoing, any accident, injury, or death due to sailing, swimming, scuba diving, snorkeling, windsurfing, water-skiing and other related sports, or the operation of the yachts dinghy or outboard motor, whether or not equipment for such activities has been provided by the Owner of the Charter, and regardless of whether such injury occurs onboard the Yacht or elsewhere.

**Authority:** The Owner shall provide the yacht with a captain and crew appropriate for her size. The captain shall be competent and coastwise piloting and deep-sea navigation, and hold an appropriate license. Further, the Captain shall handle the clearance of normal running of the yacht and shall be responsible for the safe navigation of the same. It is agreed that the Charterer may determine the general movements, program, and destination of the yacht within the limits of this Agreement, but it is understood that the Captain is in full command at all times and the Charterer shall abide by the Captains judgement as to sailing, recreation, weather, anchorage, and all the other matters that may affect the safety and well being of the passengers, crew and yacht.

**Charterer's Responsibility:** The Charterer agrees to be responsible for and to replace or make good any injury to the yacht, her furnishings, or equipment, caused by himself or any of his party through carelessness or neglect, and to satisfy any indebtedness that may have been incurred for account of or by order of the charter party, including reasonable attorney's fees.

**Date Agreement signed** ..... **The Charterer** .....

**Date Agreement signed** ..... **The Owner/s** .....