**Yacht Charter Agreement**

Yacht Owner (hereinafter “Owner” )\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ agrees to let the following vessel described below:

YACHT: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ LOA\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_TYPE: \_\_\_\_\_\_\_\_\_\_\_\_\_

Hull Number:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Sail Number:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**To:**

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address; \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City, State, Zip: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Home Phone #\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Work Phone#\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Who is to be referred to in this agreement as the “Charterer”, between and including the dates of: Boarding:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Disembark\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Payment terms as follows;**

Charter Fee…………………………………………………….……$\_\_\_\_\_\_

Other Considerations……………………………………………$\_\_\_\_\_\_

Total…………………………………………………………………..…$\_\_\_\_\_\_

Security Deposit to be held by Owner…………………$\_\_\_\_\_\_\_

Date Paid \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The charterer promises to comply with the terms and conditions of this agreement. The Owner will pass full possession, command, and navigation of said vessel to the Charterer for the term of the charter. If the Charterer is a corporation or an unincorporated association the person signing this agreement and the corporation are considered to the same Charterer, and both are liable for compliance with the terms herein. The Terms of Agreement below are hereby incorporated in to this contract.

**Terms of Agreement**

1. **Delivery.** Owner agrees to have the vessel in full commission and proper working order, staunch, clean and good condition throughout and ready for service at the beginning of the charter. Should it be impossible for the Owner to make delivery through causes beyond Owner’s control, and should delivery not be made within 24 hours, this agreement may be canceled by the Charterer and all moneys paid in advance will be returned to the Charterer.

**2. Insurance** The Owner agrees to keep the yacht fully insured against fire, damage, marine and collision risks, hazards of the voyage, including engine, hull, and vessel equipment, for any and all casualty and loss or damage that may occur to or be suffered by the vessel for the full term of the charter period. The Charterer is hereby relieved and discharged from any and all liability for such loss and damage. 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 Owners 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 operation of the yacht.

**3. Inherent Risk.** It is further understood and agreed between Owner and the Charterer and guests, that sailing has certain inherent risks, such as but not limited to, anchoring, docking, winch tending, sheet handling, sail setting and furling. Therefore, Owner accepts no responsibility or liability for accidents or injuries, of any nature whatsoever, occurring while the yacht is under charter. We strongly urge everyone to exercise great care while on the yacht.

**4. Crew Placement Responsibility.** Once the full possession, command, and navigation of the vessel have been turned over to the Charterer, the Charterer is responsible for choosing, hiring, placing or inviting any Master/Skipper, crew or guest whether paid or not paid on board the vessel. For the full term of the charter Owner and their insurance underwriter will not be liable for personal injury, bodily injury, death, sickness, property damage, loss of income or expenses of any nature to the Charterer, or Charterer’s Master/Skipper, crew or guests.

**5. Reporting Accidents.** If the vessel is involved in an accident of any nature, or is involved in an

accident that may give rise to a claim to the insurance underwriter, or sustains a breakdown of machinery, or becomes disabled for any reason, the Charterer agrees to contact the Owner by the most direct possible means, without delay, with the full detail of said accident or incident, and to confirm the details in writing within 24 hours of said incident or accident. The Charterer agrees not to admit or accept responsibility to any person whatsoever for any property damage or bodily injury, and the Charterer agrees to advise all people aboard the chartered vessel not to admit or to accept responsibility to any person except to Owner’s insurance underwriter. The charterer agrees to cooperate and assist insurance underwriter with any and all information regarding any damages or claims make against the vessel or its insurer. The Charterer agrees

not to authorize repairs, other than those required to secure or protect the vessel from further damage, before obtaining instructions from the Owner.

**6. Qualified Master.** The Charterer warrants not to allow the vessel to be skippered by any person not equally qualified as him/herself, or any Master/Skipper placed on the vessel.

**7. Private Pleasure.** The Charterer warrants not to use, or allow any other person to use the vessel for any other purpose than private pleasure, recreation and for competing races sanctioned by the Treasure Island Sailing Club (TISC).

**8. Night Navigation.** The Charterer warrants not to allow the vessel to be underway after sunset or before sunrise.

**9. Navigation Limits.** The Charterer agrees to restrict the cruising of the yacht to the following

waters. Waters in and around the San Francisco Bay.

**10**. **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 with forfeiture of all monies paid. CHARTERER will be held responsible for any loss or damage to the yacht due to any such violations.

**11. Running Expenses.** The Charterer agrees to accept the vessel as delivered and to pay all running expenses during the time of the charter. This includes all dockage fees and charges.

**12. Security Deposit.** A security deposit in the amount of $\_\_\_\_\_\_\_\_\_\_ is required before this charter can begin. The security deposit is to pay for lost or broken equipment, service fees, and insurance deductible if applicable. It will be returned to the Charterer ten (10) days after the last day of charter provided no loss or damage has occurred to the yacht or equipment. The Charterer agrees that no suit by Owner is necessary to establish the monetary value of such damages, and hereby agrees that such portion of the security deposit as is necessary shall be forfeit as liquidated damages for any losses, expenses, damages or charges incurred according to this contract.

**13.** **Execution of Agreement:** The Owner and Charter, whose signatures need not be affixed to the same copy of the Yacht Charter 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.

**14. Competency**. The Charterer certifies that (s)he is experienced and competent in the handling and operation of an auxiliary powered sailing vessel. The Charterer shall not permit any person not qualified to operate the vessel or any of its equipment.

**15. Additional Terms.**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Agreement and Understanding**. The Charterer acknowledges that (s)he has read this agreement and understands all clauses within the Agreement and that (s)he hereby binds him/herself, and his/her heirs, personal representatives, executors, administrators and assigns to this Agreement.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Charterer Owner

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name Printed Name

Date Date