

MIAMI YACHT CHARTERS - BAREBOAT CHARTER AGREEMENT

Sea Isle Marina-Pier 4 / 555 NE 15 Street Suite 610 Miami, Florida 33132

305-223-3488 786-229-0427 1-866-978-5450

THIS AGREEMENT made on the _____ day of _____, 2006/2007 by and between _____ of MIAMI YACHT CHARTERS Owner or Agent of the vessel “_____” of an overall length of about _____ feet, (hereinafter “Owner) and _____ of _____ (hereinafter "Charterer.")

WITNESSETH:

1. In consideration of the covenants herein after contained and upon receipt of the charter deposit herein referenced, the Owner agrees to let, and the Charterer agrees to hire the yacht from noon on the _____ day of _____, 2006/ 2007, (“charter inception date”) until noon on the _____ day of _____, 2006 / 2007 ("charter period") for a total sum of \$_____, plus bareboat check out/ orientation fee of \$_____, plus applicable tax \$_____, of which amount 50% shall be paid upon the signing of this agreement as a charter deposit (“\$_____”). The balance of \$_____ be due 30 days before boarding in cleared funds. The security deposit of \$_____ is payable in cash, travelers check or certified bank check at time of boarding.

TERM, HIRE & PAYMENTS Initial _____

2. Upon accepting this yacht/boat the Charterer agrees that, except where noted in the check-out form, the yacht and it’s furnishings and equipment is undamaged and in proper working order to Charter’s satisfaction. The Charterer shall be offered the opportunity to inspect the yacht including the yachts inventory, hull, deck, canvas, propulsion system including propellers, shafts, rudders, struts, underwater hull, electronics and all equipment unless noted upon the pre-departure inspection meets to Charters satisfaction. Any incidental breakdowns to yacht equipment other than to the main propulsion system shall not be cause for discount or pro-ration of the yacht fee. The Charter further agrees that by signing this contract any breakdowns or damages caused to vessel after accepting vessel will solely be the responsibility of Charter and all deposits will be immediately applied to repairs and any and all expenses related to incident. Any expenses that exceed the security deposit amount is the sole responsibility of the Charterer.

ACCEPTANCE OF VESSEL Initial _____

3. The Owner agrees to deliver the yacht _____ Marina at or before the time and place specified in Paragraph 1. Should it be impossible for the Owner to make delivery as stipulated, and should such delivery not be made within forty eight (48) hours thereafter, then this Agreement may be canceled by the Charterer and any monies paid shall be returned to the Charterer without further liability for the Owner. In this event, Owner shall also compensate the agent and/or broker in the full amount of any commissions and fees due on said charter.

DELIVERY Initial _____

4. The Charterer agrees to return the vessel to Pier 4 Sea Isle Marina, Downtown Miami at or before the time and date specified in Paragraph 1. The Charterer further agrees to redeliver the yacht, vessel’s equipment and furnishings, free and clear of any indebtedness incurred by the Charterer or for the Charterers account, or for the Owner’s account unless said indebtedness incurred for the Owners shall be pursuant to written authorization by the Owner. Charterer shall redeliver the yacht at expiration of charter in as good condition as was taken.

But should it be impossible for the Charterer to make redelivery of the yacht as stipulated, he shall pay pro rata to the Owner for the time that such delivery was delayed as well as the Owner’s costs incurred as a result of said recovery or abandonment, except in the event of total loss or serious damage to the yacht, in which event the rights of the parties shall be determined by paragraph 4 as follows.

REDELIVERY Initial _____

5. The Owner agrees to keep the yacht fully insured against fire, damage, marine collision, risk, hazards of the voyage, including engine, hull and vessel equipment for the term of the charter period. During the charter period and any extension thereof, the Charterer shall be liable for any loss, damage, or injury that may be the fault of, or occasioned by the negligence of the Charterer, his guests or servants. In case of any accident or other disaster, the Charterer shall give the Owner prompt notice of said loss. The Owner’s insurance policy does not cover Charterer’s protection and indemnity during the charter period. However, this coverage may be obtained for a nominal cost at the Charterer’s expense.

INSURANCE Initial _____

6. A damage deposit of \$_____ will be paid 30 days before boarding (CASH OR EQUIVALENT) against which uninsured loss or damage, excessive cleaning, or costs associated with abandonment may be charged. If there is no damage, the damage deposit is to be refunded within fifteen (15) days following redelivery. In the event of damage, the balance

of the damage deposit, if any, shall be refunded once repairs are completed. Damages and expenses in excess of the security deposit may be billed to the Charterer's credit/charge card when applicable.

DAMAGE DEPOSIT Initial

7. The Charterer agrees to be solely responsible for any and all damage, not otherwise covered by insurance, caused as a result of the grounding of the vessel, or any damages related to abuse or mistreatment of vessel or engines during the charter period, or extension thereof. The Charterer has been informed by the Owner of the U. S. Coast Guard's policy of "zero tolerance" of drugs aboard vessels and warrants to Owner that there will be no illegal drugs or other contraband brought aboard the vessel at any time during the charter period or extension thereof. The Charterer further agrees to fully indemnify the Owner and/or Agent for any losses the Owner suffers in the event that the Charterer breaches this covenant. Charterer further agrees to indemnify the Owner and/or Agent from any and all losses, fines, penalties, damage, and any other type of loss, including legal fees and costs through the appellate level, incurred by Owner and/or Agent in defending any action brought against the Owner by a governmental agency, whether local, state, Federal, or foreign as a result of said grounding of the vessel and/or the violation of any and all contraband laws or governmental regulations. The Charterer further agrees to indemnify and save the Owner and/or Agent harmless from any and all liabilities for loss, damage, accident, or injury to himself or third persons, occasioned by the negligence of the Charterer.

INDEMNIFICATION Initial

8. The Owner agrees that should the yacht, after delivery, sustain a mechanical breakdown to the propulsion system through no fault of the Charterer (the propulsion system defined as the main diesel or gasoline engines, the transmissions, the shafts, the rudders or props including the steering system) for a continuous period of more than forty-eight (48) hours at any time (from the time the Owner is notified), the Owner shall make a pro rata return of hire for the period in excess of aforementioned forty-eight (48) hours that the breakdown renders the yacht unfit for use. However, in the event that the vessel is disabled outside the service area described as U. S. coastal waters from Palm Beach, Florida to Key West, Florida, the Charterer agrees to pay for all service related expenses, excluding parts (except when damage is the fault of the Charterer's actions) and the time parameters of this paragraph shall be void. Charterer shall pay for the cost of any unnecessary service calls. In accepting this yacht the Charterer agrees that the yacht is in proper working order and that he/she has checked the yacht to his/her satisfaction. Any incidental breakdowns to yacht equipment other than to the main propulsion system shall not be cause for cancellation of the charter or pro-ration of the yacht fee.

BREAKDOWNS Initial

9. The Charterer agrees to accept the yacht as delivered as herein before provided and to pay all running expenses during the term of the charter including but not limited to dockage, fuel, oil, water, pump-outs, customs charges, radio telephone expenses, etc.

RUNNING EXPENSES Initial

10. The Charterer, his agents and employees have no right to power or permit or suffer the creation of any maritime liens against the above named yacht. The Charterer agrees to indemnify the Owner and/or Agent from any charges or losses in connection therewith, including reasonable attorneys fees.

LIENS Initial

11. The Charterer agrees to restrict the cruising of the yacht to the areas described as from Palm Beach, Florida to Key West, Florida unless herein noted (vessels are not allowed to travel further south than 20 miles from Key West in any direction and as far as the Gulf Stream or 20 miles offshore on the east or west coast of Florida). On select approved vessels only- additional cruising area limited to (_____). **Miami Charters Approval:** _____
*Traveling outside of restricted cruising limits is reason for default of all security deposits and the US Coast Guard & local authorities will be made aware of violation. The incident will be dealt with as a vessel theft and prosecuted to the extent of the law.

NAVIGATION LIMITS Initial

12. The Charterer agrees that the yacht shall be employed exclusively as a pleasure vessel for the sole and proper use of him/herself, family, guests and servants during the term of this charter. The Charterer shall not transport passengers for pay or engage in any trade nor in any way violate the revenue laws, or any other laws of the United States, each and any of the sovereign states, or any other government or jurisdiction whose waters the yacht may be in. If vessel is found or detained in relationship to any illegal operation all funds and deposits will not be returned and chartered is responsible for any additional fees related with safe return of vessel to Miami and any required repairs.

RESTRICTED USE Initial

13. The Charterer agrees not to assign or sub-charter the yacht without written permission.

NON-ASSIGNMENT Initial

14. It is mutually agreed that should any installment of the charter fees not be paid on the date designated, the Owner shall have the right to cancel the charter, resume possession of the yacht, and retain any moneys previously collected.

DEFAULTS Initial

15. The Charterer certifies that he/she is experienced and competent in the handling of a yacht of this type and size, and that he/she has sufficient knowledge of seamanship, piloting, mechanical systems, and rules of the road to safely operate the yacht. Charterer agrees not to allow the operation of the vessel by anyone not so qualified during the term of this charter. If during the checkout procedures, it is determined by the Owner or Owner's agent, that the Charterer, in the sole opinion of the Owner or agent, is not qualified to operate the referenced vessel, then the Charterer agrees to employ, at his/her expense, a Coast Guard Licensed Captain to be in charge of the vessel's operation until Charterer is qualified. As an alternative, the Charterer may cancel this agreement and compensate the Owner in the amount of the charter deposit. In no event shall the release of the vessel by the Owner or his Agent constitute a certification by the Owner or Agent regarding the qualifications of the Charterer. **CHARTERER'S CERTIFICATION Initial**

16. The Owner and insurance underwriters of the yacht accept no responsibility or liability for accidents, injuries or death due to swimming, snorkeling, or the use of SCUBA equipment, or any other water sports equipment, whether or not it is supplied by the Owner or Charterer.

DIVING AND SWIMMING Initial

17. This charter shall at all times be construed as a BAREBOAT CHARTER. The Charterer assumes all responsibility for any injury, death or property damage. This includes, but is not limited to damage caused to protected marine life as a result of grounding or anchoring, or any other claim of any nature that may arise during the period of the charter or at any time that the vessel is in the custody or under the control of the Charterer. Charterer further agrees to indemnify the Owner and/or Agent against any claims that may arise as aforementioned.

BAREBOAT CHARTER Initial

18. The Charterer hereby appoints the Secretary of State of Florida as his agent to receive Service of Process in the event that suit is filed by the Owner against the Charterer.

RESIDENT AGENT Initial

19. The Owner and Charter recognize [MIAMI YACHT CHARTERS](#) as sole broker in connection with this agreement, and the Owner agrees to pay said broker the mutually agreed brokerage fees in connection with said charter. Whereas the broker may make recommendations regarding the general condition and reputation of the vessel, the broker does not act as a guarantor of the performance of either party and cannot be held liable or sued upon this contract. Any disputes between Owner and Charterer must be settled in accordance with Paragraph 20 and not by the broker, or broker's credit/charge card establishment.

BROKERAGE FEES Initial

20. Charterer agrees to limit the total number of passengers sleeping on board the vessel to the maximum number allowed as per the vessel's brochure or internet information page. A penalty of \$500 per additional person shall apply if the vessel is overloaded.

There will be no smoking below decks.

ADDITIONAL CONDITIONS Initial

21. Any controversy or claim arising out of or relating to this agreement, or breach thereof, shall be settled by arbitration in accordance with the rules of The American Arbitration Association, said arbitration to be held in **Dade County, FL** unless another location is mutually agreed upon. Judgment upon any award reached by the arbitrators may be entered in any court having jurisdiction thereof. Any litigation arising out of or in any way related to this agreement or charter will be held only in Dade County; FL. Charterer further agrees to pay reasonable attorney's fees incurred by the Owner and/or Agent in enforcing the provisions of this agreement.

ARBITRATION AND LITIGATION Initial

22. The **Charterer** will maintain proper levels of engine oil, transmission oil, and engine coolant. The **Charterer** will be held responsible for any damage to **THE YACHT** due to negligence, misuse, or lack of proper maintenance. Any damage to or problems with **THE YACHT** will be reported immediately to **Miami Yacht Charter's** representative in Miami, Florida, who will arrange for any and all servicing and repairs. If client does not report damage immediately to Miami Yacht Charters it is a violation of this agreement and will be interpreted and client being less than truthful about circumstances.

RESPONSIBILITIES Initial

23. If the charterer is involved in any illegal form of smuggling or illegal contraband, all monies paid will be forfeited and charterer is subject to penalty at the full extent of U.S. law. If boat is confiscated or needs to be recovered in a foreign port or location other than Miami home port the charterer is responsible for all expenses related to vessel recovery.

ILLEGAL CONTRABAND/ SMUGGLING Initial

24. It is agreed by both parties that in the event this agreement is canceled by the Charterer more than 60 days prior to the charter period, a cancellation fee of 25% of the charter fee will be forfeited. If canceled 60 days or less prior to charter period, the full charter deposit will be forfeited. The date Miami Yacht Charters receives written notification of cancellation will determine cancellation day.

CANCELLATION POLICY Initial

25. If vessel is not available for the contracted scheduled date for any reason, the charterer will receive a prorated refund for every day that vessel is not made available. Charterer also agrees not to make any claims against FASTRACK Yacht Charters Inc. DBA Miami Yacht Charters if vessel is not made available for any reason. If client is required to make unexpected lodging /hotel accommodations related to vessel not being ready for hire on scheduled departure date, Miami Yacht Charters is not responsible for any and all incurred expenses caused directly or indirectly by vessel not made ready on contract date. Miami Yacht Charters is responsible for deciding if vessel(s) are ready and seaworthy to be chartered by client.

AVAILABILITY & VESSEL READINESS Initial

IN WITNESS THEREOF, the parties hereunto have set their hands and seals on the day and year first written above. All parties to this agreement acknowledge that telephone facsimile signatures are binding and enforceable in execution hereof.

DAMAGE DEPOSIT & CHARTER PAYMENTS IN CLEARED FUNDS & VALID CREDIT CARD LEFT OPEN FOR ADDITIONAL DAMAGES (CLOSED UPON RETURN AND SURVEY OF VESSEL), Miami Yacht Charters must receive all security deposits, credit card information and charter payments in cleared funds. Credit card payment is not accepted as a payment method for security deposits only for charter rate and additional deposit liability coverage. Checks, cash, cashier's checks, wire transfers and money orders are accepted. **Initial** _____

MIAMI YACHT CHARTERS

_____ By: _____
CHARTERER AS AUTHORIZED OWNER'S AGENT

_____ WITNESS (CHARTERER) _____ WITNESS (OWNER)

Circle One: MasterCard Visa Discover AMEX (include photocopy of card and identification)

Acct. # _____ Exp. Date _____

Print Name on Card _____ CVCC# _____
(last 3 digits on back of credit card)

Please provide us with a photocopy of your Drivers License (Passport) & Credit Card

Toll-Free 1 888 978 5450 Main 305 223 3488 Emergency 786 229 0427

Fax this form & copies to (305) 577-1071 or mail payment to address above

If paid through Broker, please specify brokers' name: _____

Phone: _____ *Address:* _____