



## CAPTAINED CHARTER CONTRACT

THIS CAPTAINED CHARTER AGREEMENT made TODAY, by and between, **Bella Cruising Experience Inc.**, as the exclusive agent ('AGENT') of the **YACHT OR SIMILAR YACHT**, and the **CHARTERER**. Upon acceptance by CHARTERER, AGENT will surrender care, custody, and control of the YACHT to CHARTERER and CAPTAIN.

**CHARTERER:** \_\_\_\_\_ **CHARTER DATES:** \_\_\_\_\_

The CHARTERER and AGENT agree to the following Terms and Conditions:

### **I. TERM & HIRE**

In consideration of the covenants hereinafter provided, the AGENT agrees to rent, and the CHARTERER agrees to hire the aforesaid YACHT for time period specified above for the sum in USD, ('FEE') as indicated on the Charter Invoice.

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### **II. PAYMENTS**

A 25% FEE of your invoice total will be paid as a reservation deposit ('DEPOSIT'), with this AGREEMENT; and the balance, along with full and final payment for any and all extras, shall be paid 60 days prior to commencement of the Charter. All payments called for in this paragraph shall be made in US Dollars, paid via credit/debit card or ACH bank transfers. There is an additional 3.5% fee for credit/debit card payments.

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### **III. REFUNDS & CANCELATIONS**

The DEPOSIT and any subsequent payments are non-refundable except as provided for below. Cancellations must be made in writing to AGENT. Upon receipt of written or faxed notice of cancellation, refunds, if any, will be made as follows: If AGENT cancels the charter for any reason, a full refund will be made to the CHARTERER. If CHARTERER cancels prior to 60 days of the charter, CHARTERER will be refunded any amount paid beyond the 25% deposit minus online transfer fees. **If CHARTERER cancels within 60 days of charter, CHARTERER will not be refunded any amount.**

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#### **IV. DELIVERY**

AGENT agrees to deliver the YACHT in full commission and in proper working order, 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 domestic equipment; staunch, clean and in good condition and ready for service.

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#### **V. ACCEPTANCE**

CHARTERER certifies that they will examine the YACHT and her equipment and inventory before departure and will be satisfied that the YACHT is staunch and strong and properly outfitted for a YACHT of her size and accommodation and for the intended use and **notify AGENT, in writing, of any damages or shortages noted before departure. Departure constitutes acceptance of full and complete performance by CHARTERER.**

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#### **VI. REDELIVERY & LIENS**

CHARTERER agrees to redeliver the YACHT, her equipment and furnishings, tender and outboard engine free and clear of any indebtedness incurred by CHARTERER, to the charter base in the same condition as when accepted. CHARTERER agrees to pay demurrage to AGENT at the rate of \$1,500 USD per day, or portion thereof, for each and every day yacht is detained beyond the date agreed to for return, above, unless AGENT has agreed, in writing, to a pro rata extension of the term of this AGREEMENT or in the event of total loss or serious damage to YACHT, in which event the rights of the parties shall be determined by the other terms of this AGREEMENT. CHARTERER does not have any right, power, or authority to create, incur, or permit to be imposed upon the YACHT any liens whatsoever. CHARTERER agrees to notify any person furnishing repairs, supplies, towage, or other necessities to the YACHT of the reservation of authority to incur liens.

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#### **VII. RUNNING EXPENSES**

AGENT will provide included towels, bed linens and pillowcases, one roll of toilet paper per bathroom, LPG for stove, diesel and gas engine fuel. Engine fuel and water tanks will be full at the start of the charter. Holding tanks will be empty. **CHARTERER agrees to pay all running expenses after commencement and during the term of the charter including ice, fuel, oil, food, and other consumable goods, pilotage, port charges, fines, and provisions for himself and party,** unless these have been ordered and paid for through AGREEMENT with AGENT. **CHARTERER is responsible, physically, and financially, for returning the YACHT with full fuel tanks and empty holding tanks.** Fuel must be purchased by CHARTERER from neighboring marina, Conch Inn and Marina. If YACHT is returned to AGENT without having full fuel tanks, CHARTERER will be fined a \$100 fee and charged for the fuel missing.

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## **VIII. LIMITATION OF USE**

CHARTERER agrees to restrict the cruising of the YACHT to the hours of the day from ONE HOUR AFTER SUNRISE TO ONE HOUR BEFORE SUNSET. The sailing area shall be limited to The Sea of Abaco as far north as Guana Cay and no farther south than Little Harbour. Man-O-War Harbour and Little Harbour channels must be transited within 3 hours of high tide. **If CHARTERER would like to cruise north of Guana Cay, a written float plan must be submitted and approved by CAPTAIN to AGENT.** CHARTERER agrees to never transit in **waters charted less than 4'**. No goods, documents, drugs, or persons shall be carried that would involve risk of seizure, capture or repatriation by any government. The CHARTERER agrees not to permit any other party to operate the YACHT other than their CAPTAIN. No dogs, cats or other animals shall be taken aboard the YACHT. **Racing, towing, and using the BBQ grill while docked is not permitted.** CHARTERER agrees that any violation of these limitations will result in the automatic termination of charter agreement. **If the weather is determined by AGENT or CAPTAIN to be unsafe for transit, AGENT may require CAPTAIN to secure VESSEL in a slip or on a mooring ball while the weather is inclement.** CHARTERER is responsible for paying related fees. CHARTERER can always stay in the VESSELS dedicated slip at no cost.

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## **IX. RESPONSIBILITY OF YACHT CHARTERER**

CHARTERER is not responsible for any loss or damage directly caused or incurred by their Captain. It is further mutually agreed that although the CHARTERER shall have possession, command, responsibility for navigation, and full control over the YACHT, the CHARTERER shall rely upon the Captain for professional guidance in the safe navigation of the YACHT. The Captain is responsible to the CHARTERER for the safe navigation of the YACHT, and is the sole judge as to whether it is reasonable or prudent to sail at any given time, having regard to the state of the weather and the surrounding circumstances, and also as to whether any specified anchorage is reasonably safe. But subject to the above, the Captain shall obey all reasonable requests of the CHARTERER and do their best to sail the YACHT into such safe ports and places as the CHARTERER may desire to visit.

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## **X. INDEMNITY**

Notwithstanding any other terms and provisions contained herein, CHARTERER acknowledges that he is not the agent, servant or employee of OWNER, AGENT, or CAPTAIN in any way whatsoever and that OWNER, AGENT and CAPTAIN shall not be responsible for any injuries or damages to, or caused by, CHARTERER or any member of his party. CHARTERER agrees to indemnify and hold harmless AGENT, OWNER, and CAPTAIN from any and all losses or damage to third persons caused by him or any of his. **CHARTERER shall keep the YACHT in good running order and condition and in substantially the same condition as when received from AGENT, reasonable wear and tear excepted. AGENT, OWNER and CAPTAIN accept no responsibility for anyone aboard for accident, injury or death, due to any cause whatsoever arising out of the use of the YACHT, including but not limited to sailing, powering, towing or use of any equipment aboard, or any other equipment whether or not it is provided by the AGENT.** CHARTERER further agrees to hold the AGENT, OWNER, and CAPTAIN harmless from any liability whatsoever in connection with scuba or skin diving, snorkeling, swimming or similar activities or the use of allied equipment whether or not it is supplied by AGENT or others. AGENT and OWNER accept no responsibility for any allegedly defective condition of the YACHT limited to, outboard motor, dinghy, fuel, water, ice, provisions, or beverages.

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## **XI. REPAIRS & CHASE BOAT CALLS**

In the event of a mechanical failure on the YACHT during the agreement, AGENT will have CHARTERER sail to base for no more than 4 hours, or AGENT will send a chase boat with an AGENT representative. **If the YACHT failure was caused by an accident from the CHARTERER, CHARTERER is responsible for a emergency mechanic fee of \$150 an hour plus a \$400 chase boat fee.** If the CHARTERER causes a head (toilet) on the vessel to clog or in need of repair, the first hour of labor is billed at \$300, following the first hour the normal repair rate is charged.

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## **XII. LIABILITY OF CHARTERER**

**CHARTERER shall be liable to the AGENT and OWNER for all sums not covered by insurance for any damage, or loss, sustained to the chartered YACHT and/or her contents, tender, outboard engine, and related equipment or to another person or another person's property while the YACHT is under the control of CHARTERER.** Deductible amounts are a "sum not covered by insurance".

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## **XIII. LIMITATION OF OWNER'S AND AGENT'S LIABILITY**

The AGENT shall exercise reasonable care in the selection of CAPTAIN but shall not hereafter be responsible for any injuries suffered by the CHARTERER, his party, or crew either in person or property, by reason of the negligence of the CAPTAIN.

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#### **XIV. DELAYS, ADJUSTMENTS, & CANCELLATION**

AGENT agrees that should YACHT, after delivery, sustain breakdown or be disabled or damaged, through no fault of CHARTERER, **preventing (preventing means "unable to sail or motor") the use of YACHT by CHARTERER for more than six hours AGENT shall make a pro rata return of FEE to CHARTERER** (Six (6) hour delay policy is applicable between 9AM and 4PM, Sundays and government holidays excluded). Provided, however, that in case YACHT is lost or said damage is so extensive that the YACHT cannot be or is not repaired within 48 hours, then the CHARTERER shall have the right to terminate this AGREEMENT and FEE shall be abated pro rata, from the time of notification to AGENT. Should YACHT be driven into port or anchorage by stress of weather or from illness, or accident, to CHARTERER, or to members of his party or crew, or in the event YACHT sustains breakdown or damage resulting from negligent action, or inaction, by CHARTERER then time so lost or expenses incurred shall be at CHARTERER'S expense. In event of a collision or grounding, that arises in connection with any violation of this AGREEMENT and provided written instructions, or the written "Off Limits Areas" AGENT and OWNER reserve the right to terminate this AGREEMENT without any offset, or recourse, whatsoever for unused charter time or expenses incurred by CHARTERER or his party.

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#### **XV. NON-ASSIGNMENT**

The CHARTERER agrees not to assign this AGREEMENT or sub-charter the YACHT.

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#### **XVI. CONTRABAND & SMOKING**

**No contraband substances are permitted aboard the YACHT.** Use or possession of contraband substances, by CHARTERER or any member of his party or crew, shall result in the immediate termination of this AGREEMENT and forfeiture of FEE without recourse. CHARTERER is fully responsible for any costs associated with any boarding or seizure of YACHT, including, but not limited to, lost charter revenue. AGENT will report any violation of this clause to the appropriate authorities. **Smoking is not allowed in the interior of the YACHT. If it is determined that smoking of any kind occurred on the interior, CHARTERER will be fined \$200.**

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#### **XVII. REFUSE & GARBAGE REGULATION COMPLIANCE**

CHARTERER agrees that refuse shall not be thrown or allowed to fall overboard, and that all garbage will be deposited in appropriate containers. No oil, spirits, inflammable liquids, or contaminated bilges shall be discharged. All laws and regulations with regard to marine sanitary devices shall be complied with.

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## **XVIII. CHECK-IN AND CHECK-OUT**

**CHARTERER may take delivery of YACHT as early as 10 am on the first day of charter.** Prior to accepting delivery of YACHT, CHARTERER must complete required Vessel Walk Through with AGENT. **CHARTERER must fill fuel tanks at the Conch Inn and Marina fuel dock by 3 pm on the last day of charter.** CAPTAIN will move YACHT to it's dedicated slip and proceed with the Check Out process.

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**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date last written below:

**CHARTERER:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**BELLA CRUISING EXPERIENCE:** \_\_\_\_\_ **Date:** \_\_\_\_\_