

**BVI Marine Charters Ltd**  
**G Dock**  
 Nanny Cay Marina  
 Tortola  
 British Virgin Islands

**If you need to send mail please contact BVI Marine Charters Ltd directly for the mailing address.**

**CHARTER CONTRACT**

Agreement made ..... by and between BVI Marine Charters Ltd (hereinafter referred to as the Company) and ..... (hereinafter referred to as the Charterer) for the charter of..... (hereinafter referred to as the “Yacht”).

**1. TERMS AND CONDITIONS:** the Company agrees to let and the Charterer agrees to hire the Yacht in consideration of the terms set forth herein:

**SLEEP ABOARD (SAB):** 5pm boarding ..... 20.....

**CHARTER DATES:** 12 noon ..... - 12 noon.....

<b>CHARTERER:</b>	<b>Charter fee:</b>	\$
	<b>:SAB:</b>	\$
	<b>National parks permit:</b>	\$
<b>TOTAL NUMBER OF PEOPLE ON BOARD VESSEL:</b>	<b>BVI cruising permit:</b>	\$
<b>Cruising permits</b> are \$6.00 per person per day.	<b>Loss Damage Waiver:</b>	\$0.00
<b>Loss Damage Waiver:</b> **Please refer to details regarding Loss Damage Waiver in Section 3 of contract**	<b>VISAR contribution:</b>	\$
<b>VISAR Contribution</b> whilst cruising the waters of the BVI it is possible you may need emergency assistance and this volunteer organization responds 24/7, 365 days a year.	<b>Total additional items:</b>	\$
<b>Additional extras:</b> Check Out Captain: \$0.00 Cook: \$0.00 Provisions: 0.00 Misc: 0.00	<b>Grand total:</b>	\$

Deposit Due Upon Booking: \_\_\_\_\_

Balance Due 60 Days To Start Date:

On Arrival:

COMPANY: \_\_\_\_\_

CHARTERER \_\_\_\_\_

CAPTAIN \_\_\_\_\_

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## 2. DELIVERY:

The Yacht shall be delivered by the Company at Nanny Cay Marina, Tortola, BVI in full commission and in proper working order, tanks full of fuel and water respectively, in good clean condition throughout and ready for service no later than 4 hours of the specified time shown in 'Charter Dates' section of paragraph 1. The Charterer will inspect the Yacht, and upon acceptance (by officially beginning his/her charter) certifies that the Charterer has found the Yacht in charterable condition and in every respect seaworthy and that delivery of the said Yacht to the Charterer constitutes full performance and compliance with all obligations of the Company to the Charterer.

In the event the Company fails to make delivery of the Yacht as outlined above, but within 48 hours thereafter makes delivery of the Yacht then the Charterer shall be compensated pro rata for the number of days delay. Compensation shall be in the form of credits against future charters or cash refunds, at the Company's discretion. In the event the Company fails to make delivery of the Yacht or provide an equivalent Yacht for charter, past the 48 hours as set forth herein, then this agreement may be cancelled by the Charterer and all charter fees and security deposits shall be refunded to the Charterer.

If the Yacht is at any time inoperable during the charter, the Company agrees to provide compensation in the form of credits against future charters for lost "sailing time." Sailing time being deemed to be between the hours of 8.00 am and 5.00 p.m. Compensation will only be provided if the Charterer notifies the Company immediately of the problem encountered. Following receipt of notification of an issue, the Company is allowed 8 hours from the time of each notification to address the necessary repairs. 'Necessary repairs' include systems that are necessary to the operation and safety of the Yacht including; engines, transmissions, battery and battery charging systems. The following items are not deemed 'necessary' to the operation or safety of the Yacht, and repairs whilst on charter would be addressed on a case by case basis, including but not limited to: generator, air conditioning, marine toilets, dinghy and outboard, windlass, entertainment systems, electronics, helm instruments, refrigeration, water maker, cellular phones, WiFi, water pump, VHF radio, ice maker, electric roof or windows, underwater lights. The Company shall not be liable for any lost sailing time. Charterer will be responsible for chase boat expenses, labour charges or any other associated costs if problems are caused by operator error or carelessness on the part of the Charterer or his/her crew. Nor shall the company be held responsible for supplying a replacement Yacht in the event the Yacht is disabled due to damage caused by carelessness or negligence by the Charterer or his/her crew. Blocked heads due to any cause other than mechanical failure or parts is at the Charterer's expense (from \$150/each), plus chase boat services if applicable. In the event of refrigeration or freezer breakdown, the Company must be notified immediately and will cover the costs of blocks and chip ice, (for which receipts are presented) to stop food spoilage, until the refrigeration can be repaired, or until the end of the charter, if a timely repair cannot be carried out, but will not be held responsible for any loss of food. The Company deems the value of inoperable generator and/or AC as \$500 per charter and will refund on a pro-rated daily basis in the event of failure. The Company shall not be liable for any compensatory, consequential, punitive or other damages or expenses (including travel and hotel) of ANY kind occasioned by the Charterer as a result of the Company's inability to deliver the Yacht for any reason.

## 3. INSURANCE:

The Company provides insurance on the Yacht, its hull and machinery that it is subject to a deductible for each and every claim. Third party protection and indemnity is provided to a limit of \$2,000,000.00 for any one loss. This insurance is held by the Company, according to the aforementioned terms, as protection against any loss or damage that may occur to, or be caused by, the Yacht during the charter period and the Charterer shall thereby be relieved of any liability for such loss or damage when covered by said policy of insurance. In the event of accident, prop wrap, theft, damage or breakdown of any kind, the Charterer agrees to give the Company immediate notice of such. Charterer remains liable and insurance does not apply if loss or damage results from Charterer being under the influence of alcohol or a controlled substance or **any violation** of the associated Loss Damage Waiver and/or Client Responsibility Agreement. **Charterer is liable for any and all damage to props, shafts, drive train and associated structures. Charterer is also liable if damage occurs under an excluded condition of the Loss Damage Waiver and/or Client Responsibility Agreement.**

The company reserves the right to apply the Charterer's security deposit toward any damage, loss of equipment, liability not covered by Yacht's insurance, late return charges, refuelling Yacht and dinghy and topping off water tanks in the event of failure to comply with clause 4 below, returning cleaning charges in the event the Yacht is returned to the Company in a dirty condition, blocked heads not caused by mechanical failure or other requested services which were provided during the charter (whether as a result of Charterer's operator error, loss, damage or other service request). Please note, there can be an automatic charge against charter's security deposit for any damage to props, shafts, or for any damage to the Yacht, including grounding. Any repairs needed over and above the automatic security deposit charge will be automatically charged to the credit card provided according to our Loss Damage Waiver and/or Client Responsibility Agreement.

COMPANY: \_\_\_\_\_

CHARTERER: \_\_\_\_\_

CAPTAIN: \_\_\_\_\_

#### LOSS DAMAGE WAIVER

- a) **Option 1:** If you do not select the Loss Damage Waiver (LDW) and the Yacht is lost or damaged while in your possession regardless of cause or who or what caused it, you are responsible for and you agree to pay the full costs of any and all repairs or the amount of the Yacht's Insurance Deductible which is normally 4% of the hull value, whichever is less. You will be responsible for up to the full replacement cost for the dinghy and outboard motor. A 'Pre-Auth'/'hold' on an acceptable Credit Card 'Visa' or 'Master Card' of \$7,500 USD (refundable) security deposit is required to support this option.
- b) **Option 2:** BVI Marine Charters Ltd offers you the option to lower your liability with the purchase of the Loss Damage Waiver. Loss Damage Waiver (LDW) is not insurance and is not mandatory. If you accept LDW you agree to pay \$100.00 USD per day for each full or partial day the Yacht is in your possession (non refundable). In exchange for payment of the LDW the maximum amount you will be charged for any covered damages to the Yacht while in your possession will be \$5000.00 USD. Payment of this amount limits your liability to a maximum of \$5,000 per incident if the yacht or equipment is damaged, lost or stolen, with a maximum liability for the dinghy and outboard motor of \$5,000.00 USD as long as the damage occurs in accordance with the covered damage terms. A 'Pre-Auth'/'hold' on an acceptable Credit Card 'Visa' or 'Master Card' of \$5,000.00 USD (refundable) security deposit is required to support this option.

Regardless of whether **Option 1** or **Option 2** is selected; **Charterer is liable for any and all damage to props, shafts, drive train and associated structures. Charterer is also liable if damage occurs under any of the 'excluded conditions' of the Loss Damage Waiver and/or Client Responsibility Agreement.**

#### 4. RUNNING EXPENSES:

The Charterer agrees to accept the Yacht as outlined herein and further agrees to pay ALL running expenses during the term of the charter. This includes, but is not limited to, fuel, oil, water, food and other consumables, pilotage, port charges, cruising permits, customs fees, dockage and crew fees. Charterer will return the Yacht with tanks full of fuel and water in their respective tanks. Yacht to be fuelled at its home port marina. The Charterer hereby authorizes BVI Marine Charters Ltd to use the credit card left as a security deposit to pay for such fuel and water settlements at the completion of my charter regardless of any disputes that may arise.

#### 5. NAVIGATION LIMITS:

Charterer agrees to restrict the operation of the Yacht to the areas described below and further warrants not to operate the Yacht between the hours of 5.00 p.m. and 7.00 am.

- (a) The British Virgin Islands (excluding ANEGADA unless given written consent by the company during chart brief).

**Any breach of the aforementioned navigation limits shall result in the cancellation of any and all insurance rights.** Any damage to the Yacht or to property, or injury to persons, which occurs, as a result of operating the Yacht in breach of navigation limits will be the sole responsibility of the Charterer. **Navigational limits also extend to all red 'out of bounds' areas on hazard charts. Additionally, White Bay at Jost Van Dyke, Necker Island and Oil Nut Bay, are 'out of bounds.'** The Charterer is responsible for familiarizing themselves with the Customs & Immigrations laws of the British Virgin Islands and will bear full responsibility for all fines, property seizures and imprisonment which could result from violations. The Charterer is responsible for ensuring all necessary documents and navigation aids are aboard for use in the intended waters. Guests are also required to use mooring ball system or dockage to secure vessel. Anchoring is not allowed, and only permitted in emergency situations.

#### 6. RESTRICTED USE:

Charterer agrees the Yacht shall not be used to carry passengers for hire, shall not be raced and shall be used for the sole and proper use of himself/herself, his/her family and guests during the term of this charter and shall comply with the laws of the British Virgin Islands, or any other government within the jurisdiction of which the Yacht may be in during the term of the charter. **The Charterer is contracted as per "Number of persons on board" as on page 1 of this Contract. Charterer must abide by contracted number of persons aboard and the Company has the right to ask additional persons on board to vacate the Yacht forthwith,**

**unless specific arrangements have been agreed to in advance in writing.** The Charterer further warrants that he/she shall not have on board, transport, trade or sell illegal products or substances. In the event of Yacht seizure or impoundment as a consequence of any breach of items aforementioned herein, any and all related costs, expenses and/or fees will be the sole responsibility of the Charterer – including but not limited to: loss of revenue on future bookings on behalf of the Company, fees, legal fees incurred for Yacht release and Yacht down-time which will be pro-rated on a daily basis at the normal seasonal rates.

**COMPANY:** \_\_\_\_\_

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

**CAPTAIN:** \_\_\_\_\_

**7. CHARTERER’S AUTHORITY:**

Full authority regarding the operation and management of the Yacht is hereby transferred to the Charterer for the term of the charter as set forth in Paragraph 1. Charterer agrees that he/she will be physically present aboard the Yacht at all times when the yacht is underway and is responsible to ensure that ALL items (including dinghy and outboard motor) are securely stowed or fastened and that all normal engine checks have been completed PRIOR to the Yacht getting underway. In the event that, for the term of the charter, there is a professional captain provided by the Company then the authority for the Yacht shall be transferred to the Captain but he cannot be held responsible for actions incurred by the Charterer or his guests.

The Company reserves the right to supply a captain at the Charterer’s sole expense if the Company feels that the Charterer does not have sufficient experience in operating a Yacht of the size and displacement aforementioned herein. Such captain will remain on board until such time as he/she is comfortable that the Charterer has the necessary ability to safely navigate, drive, sail and maneuver the Yacht in a competent fashion. If the captain deems that the Charterer is competent as outlined herein then the Charterer reserves the right to request the captain remains on board for the duration of the charter or portion thereof at the charter’s sole expenses.

**8. RETURN OF THE YACHT:**

The Charterer agrees to surrender the Yacht at the time and at the point of pick-up as specified in paragraph 2, with all gear aboard, free and clear of any indebtedness or liens incurred by Charterer, clean and in the same condition as upon departure, normal wear and tear from ordinary use excepted. If the Charterer returns the Yacht in a condition that demands extraordinary cleaning, then the Company may charge the Charterer for that cleaning. If the Charterer fails to return the Yacht at the agreed time on the agreed date, except when the lateness is due to circumstances beyond the Charterer’s control, then the Charterer agrees to pay the prorated charter fee until such delivery is made as well as to pay the Company or the Yacht’s owner for any losses and expenses incurred by the Company or the Yacht’s owner due to the delayed delivery of the Yacht to its base including but not limited to, any reimbursement to charter clients scheduled to collect the vessel for charter who are delayed due to the delay in return of the Yacht.

**9. CANCELLATION POLICY:**

No portion of the charter fee paid herein is refundable unless the Charterer provides the Company at least one hundred twenty (120) days written notice, prior to the start date of the charter of their intention to cancel. There will be a \$300.00 cancellation fee in the event of a refund.

It is strongly recommended that a 3<sup>rd</sup> party, trip cancellation policy is taken by Charterer. In the event the Company has to cancel any portion of the charter due to a NOAA ‘named storm,’ lost charter days are non-refundable. In the event Charterer has to vacate Yacht due to severe weather, Company cannot be held responsible for hotel, travel or any other expenses incurred as a result.

**10. NON-ASSIGNMENT:**

The Charterer agrees not to assign this agreement or sub-charter the Yacht without the prior written consent of the Company.

**11. CONSTRUCTION OF AGREEMENT:**

This Agreement is binding upon and enures to the benefit of the parties hereto and their heirs, successors and assigns and shall be governed in all respects by the laws of the British Virgin Islands and/or the laws of the State of Iowa, United States of America and the parties hereto submit to the exclusive jurisdiction of any court in either jurisdiction at the option of the Company.

**12. OTHER:**

Compensation or refunds will not be made where the Charterer is inconvenienced or has to pay due to situations such as war, threat of war, riots, civil disputes, industrial disputes, fire, explosion or congestion of airports or ports. Cancellation or changes by carriers

ceasing to operate due to weather conditions (hurricanes), natural disasters, pandemics, or other reasons and similar events outside our control.

COMPANY: \_\_\_\_\_

CHARTERER: \_\_\_\_\_

CAPTAIN: \_\_\_\_\_

**NEITHER THE COMPANY OR YACHT OWNER WILL BE LIABLE TO ANY PERSON FOR ANY LOSS, DAMAGE, INJURY OR DEATH THAT MAY RESULT TO ANY PERSON OR PROPERTY BY OR FROM ANY CAUSE WHATSOEVER DUE TO THE CHARTERER'S USE OF SAID YACHT AND ITS EQUIPMENT, WHETHER OR NOT THE EQUIPMENT OR SERVICE IS PROVIDED BY THE COMPANY OR CHARTERER (SPECIFICALLY INJURIES OR DEATH DUE TO SWIMMING OR THE USE OF SAILBOARDS, SNORKELS, MASKS OR ALLIED EQUIPMENT SUCH AS SCUBA EQUIPMENT). CHARTERER WILL INDEMNIFY THE COMPANY AND THE YACHT OWNER AGAINST AND HOLD THEM HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, LIABILITIES, ACTION, SUITS AND PROCEEDINGS OF EVERY KIND, INCLUDING THE COST AND EXPENSES THEREOF, INCLUDING ALL ATTORNEY FEES CAUSED BY, ARISING OUT OF, OR CONNECTED WITH, CHARTERER'S USE OF SAID YACHT.**

**THE UNDERSIGNED CHARTERER HAS READ AND FULLY UNDERSTANDS AND UNCONDITIONALLY AGREES TO ALL THE TERMS OF THIS CHARTER CONTRACT.**

IN WITNESS THEREOF, the parties have hereunto set their hands on the day and year written below. Signed and delivered in the presence of witness:

\_\_\_\_\_  
**Charterer**

\_\_\_\_\_  
**BVI Marine Charters Ltd**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Witness**

\_\_\_\_\_  
**Witness**

\_\_\_\_\_  
**Captain (if different)**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Witness**

2019

Rev: Apr