



Amended July '26

CLIENT RESPONSIBILITY AGREEMENT
Please Read All Items Carefully

Charter Name: _____

Captain: _____

Charter dates: _____

Yacht: _____

I _____ (Captain) hereby accept the aforementioned yacht as being in full operational condition and understand that as captain of the yacht, the following become my sole responsibility during the term of charter. I acknowledge that failure to comply with the following items may invalidate my Charter Contract and Deductible Agreement resulting in me being responsible for damages, the full insurance deductible on the yacht and/or up to the total replacement cost of the yacht and that charges can be automatically processed on the credit card I provided.

Initial:.....

Safe Navigation

1. To navigate the yacht in a safe, responsible and seamanlike manner and in accordance with local and international regulations; cruising hours sunrise - 5pm. **I will utilize my paper charts as my primary navigational aid, and ensure I refer to them before entering and exiting any harbors, marinas, mooring fields etc.** I will simultaneously refer to my hazard chart and will not enter any 'out of bounds' or 'red zone' areas. The areas of the USVI -St. Thomas, St. John and St. Croix, as well as 'White Bay' Jost Van Dyke, are always 'out of bounds.' 'Great Harbor,' Jost Van Dyke is 'out of bounds' from Dec 30-Jan 1st. **Any breach of the navigational/out of bound/red zone limits or cruising hours will result in the immediate termination of insurance and charter contract and the charterer will be responsible for any and all damage up to and including the total replacement cost of the yacht and damages can be automatically processed on my credit card. A navigational breach also immediately voids the charterers security deposit.**

Initial:.....

Equipment Stowage

2. To ensure that all equipment is on board and safely stowed prior to departure and to continue to do so throughout the term of charter, special attention being paid to items that may fall in rough seas, i.e. galley equipment.

Initial:

Cushions/Bean bags

3. To ensure that equipment onboard is not placed under unnecessary stress i.e. if wind speeds are in excess of 20 knots (or that the total wind speed across the decks exceeds 30 knots whilst under way) the cushions, bean bags, pillows will be stowed accordingly. If at any time, cushions or bean bags are at risk of blowing off, whether due to broken fastenings, or high winds, they will be removed and stowed below or securely lashed to the decks and I accept financial responsibility for loss or damage of such.

Initial:.....

Dinghy & Outboard Engine

4. At all times to operate and navigate the dinghy safely. I will ensure that the outboard engine is securely attached to the transom of the dinghy by way of through bolts. I will ensure that the dinghy towing line is securely attached and the towing

U-bolt is secure. I will secure the dinghy to the platform via the provided straps and ensure they are secured through the eye bolt/D-rings on the dinghy to the metal plate on the swim platform. I will keep a look out for wear and tear which might unduly cause failure of such parts and to report this to Virgin Charter Yachts. **The dinghy should be locked at all times when not in use.** Anyone under the age of 18 cannot operate the dinghy.

Initial:.....

Anchoring

5. Yacht should be secured to a mooring ball or docked before going ashore. **Anchoring is only permitted in emergency situations and then a call must be placed immediately to Virgin Charter Yachts staff.**

Initial:

Rafting of Vessels

6. The 'rafting' of yachts (mooring or tying one or more vessels together) at anchor or on a mooring is strictly prohibited due to the potential damage that can occur. Any vessel observed rafting will immediately forfeit their Deductible Agreement (\$100 per day), and be subject to the minimum damage liability of \$5,000, even if no damage occurs.

Initial:.....

Hydraulic Swim Platforms

7. I understand that some yachts have hydraulic swim platforms. Any platform should be used to launch the dinghy and then returned to the upright position - **platforms should not be left in the water when not being used.** Leaving the platform down creates stress and damage on the supports, and if I leave the platform down and damage occurs, I will be responsible for any of the haul out/repair costs. A hydraulic platform is a nice option, it is not critical to the safe operation of the yacht. If my hydraulic platform fails during a charter, it will be secured in the upright position and I will tow the dinghy for the remainder of the charter.

Initial:.....

Notification

8. I agree to **notify Virgin Charter Yachts immediately of any operational failures, prop wrap or prop or hull contact of any kind** – by way of phone, VHF radio or land line telephone. To notify Virgin Charter Yachts of any theft or damage of or to items for which I am responsible.

Initial:

Responsibility For Damage & Loss

9. By signing the damage and inventory check sheets prior to departure, I am accepting total responsibility for any damage to the yacht or loss of items (subject to the terms of the Deductible Agreement). I am also agreeing that I have confirmed my yacht has all the required inventory on board for the term of my charter.

Initial:

Blockage Of Heads

10. I have personally inspected all head operations on board, flushed all heads, and deem them to be fully operational before leaving the dock. I have been told by Virgin Charter Yachts that **the recommendation is to not put paper of any kind down the head (including toilet paper)**. I will (have) briefed all passengers on board, of the head operation and I therefore accept BLOCKAGES as my responsibility and further warrant to pay for any and all head blockage charges including chase boat usage - if vessel is located at one of the outlying Islands not accessible by road (\$250) and the fee for the technical staff (\$250)– unless blockage is due to mechanical failure of parts in the head system – to be determined by the attending technician. I will also pay the cost of any associated pumps or parts that have failed in connection with my blockage of the head, which is estimated to be \$300+. I acknowledge that if a head is blocked, chase calls to unblock a head can occur if I am at Norman Island, Peter Island, Cooper Island or Cane Garden Bay. Chase calls to unblock a head cannot be dispatched to Anegada, Virgin Gorda or Jost Van Dyke.

Initial:

Holding Tanks

11. Some yachts are set with holding tanks, as will be detailed in the individual boat brief. If holding tanks are present, Captain should empty holding tanks while underway, in the channel, away from any land, harbors or marinas. Tanks must be emptied before returning to Virgin Charter Yachts at end of charter or additional fee will be assessed to pump out tanks.

Initial:.....

Engine Checks & Performance Management

12. To perform all engine and generator systems checks as would normally be required or as stated in yacht briefing – oil, coolant, gear oil, belts etc. I will also diligently monitor all engine gauges during operation and immediately shut down any engine that appears to be out of normal range. I will shut down the engine IMMEDIATELY in the event that the master alarm rings. I will always operate my yacht at the recommended RPM of 2800 or below.

Initial:.....

Responsibility For Fuel Costs

13. I unconditionally accept all responsibility for fuel-running costs and I hereby authorize Virgin Charter Yachts to use the credit card, which I have left as a security deposit to pay for such fuel settlements at fuel up at the completion of my charter. I unequivocally authorize this regardless of any disputes which might arise in the unlikely event that I suffer down time during my charter, for whatever reason – such down time will be settled in accordance with my signed and executed charter agreement. I understand that not taking these precautions will constitute negligence and may impact on my Deductible Agreement.

Initial:

Watermaker/Ice Maker

14. I acknowledge that a watermaker and/or ice maker is a yacht option that increases my convenience on charter, but it is not necessary to the operation of my yacht. I agree to not operate the watermaker while underway, in Anegada or in any marinas, as running the watermaker in these locations can cause debris and sand to clog the membranes and damage the watermaker and cause it to not function. I acknowledge that if problems develop with my watermaker, chase calls to troubleshoot issues can occur if I am at Norman Island, Peter Island, Cooper Island or Cane Garden Bay. Chase calls for watermakers cannot be dispatched to Anegada, Virgin Gorda or Jost Van Dyke (chase calls are not made for ice makers). If the watermaker is not working at the start of my charter, or stops working at any point on charter, I will top up with water and Virgin Charter Yachts will reimburse me for these costs. Additional compensation/refunds will not be made for a non-working watermaker and/or ice maker.

Initial:.....

Chase Calls

15. I acknowledge and understand that if I have an issue on charter, Virgin Charter Yachts techs will first try to resolve any issue by phone call or WhatsApp chat. If the issue cannot be resolved by phone, a chase boat from Virgin Charter Yachts can be dispatched to me, between the hours of 9 am - 5 pm. If I report an issue outside of these hours, I understand that a chase call will be coordinated for the next day. Chase calls cannot be dispatched to Anegada. If a chase call is scheduled to my vessel, I understand that I need to leave the door unlocked and I do not need to remain on board while work is being completed.

Initial:.....

GPS/Bow Thrusters/Joystick/Autopilot

16. I understand that some yachts have GPS chart plotters, bow thrusters and/or joystick controls, and autopilot. I hereby state that I am not dependent on these items for the safe navigation and docking of the yacht; should such items fail or not be operational, I do not hold Virgin Charter Yachts responsible for such failures or consequential damage as a result of such failures. These items increase my convenience on charter, but they are not necessary to the operation of my yacht. I also acknowledge that autopilot should not be engaged at any point while navigating my yacht, because I need to be fully aware of my relevant surroundings at all times.

Initial:.....

Refrigeration

17. In the event of interior refrigeration or freezer breakdown, the Company must be notified immediately. Virgin Charter Yachts will do their best to make a chase call to repair and/or replace the unit. Virgin Charter Yachts will cover the costs of additional ice so food can be moved to the cooler 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. Virgin Charter Yachts will not reimburse for lost food costs.

Initial:

Alcohol & Drugs

18. I will not operate the vessel (or Dinghy) under the influence of alcohol or drugs.

Initial:

Smoking/Vaping

19. I acknowledge that smoking and vaping is strictly prohibited inside the vessel. Any violation will result in a \$500 additional cleaning charge.

Initial:.....

Awareness Of Relevant Circumstances & Acceptance Of Responsibility

20. At all times to operate the yacht (and dinghy) with due attention to the surroundings, environment, safety of others and with general caution and care – at all times, being aware of weather, wind speeds, direction and proximity of other vessels and land to the chartered vessel. At all times to accept the responsibility bestowed on the Captain of a Yacht and the responsibility therefore imposed, by Virgin Charter Yachts, to me, as Captain of the vessel.

Initial:

Customs & Immigration Regulations & Vessel Support Outside Territorial Waters

21. I understand and will comply with all BVI Immigration and Customs entry regulations. I hereby acknowledge and understand that I will not go into USVI waters at any time, and doing so may result in significant fines and/or incarceration. I further understand that the chartered yacht could be seized by governmental authorities and I will be totally responsible for the full fair market value of the vessel and any expenses incurred by Virgin Charter Yachts. for the return of the vessel.

Initial:

Fishing

22. I acknowledge that in order to fish in BVI I must first have obtained a BVI fishing license prior to my arrival. If I am caught fishing without the proper license there can be substantial fines assessed, including seizure of the vessel. I further understand that the chartered yacht could be seized by governmental authorities and I will be totally responsible for the full fair market value of the vessel and any expenses incurred by Virgin Charter Yachts. for the return of the vessel.

Initial:

Cleanliness

23. If the Charterer returns the Yacht in a condition that demands extraordinary cleaning, then the Company may charge the Charterer an additional fee from their security deposit. Guests are to use the transom shower to ensure sand is not -transported into the yacht.

Initial:

Liability Waiver

24. I acknowledge that ALL guests in my charter party must sign a liability waiver before departure.

Initial:.....

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 EVEN IF ARISING FROM THE NEGLIGENCE OR GROSS NEGLIGENCE OF THE COMPANY OR YACHT OWNER. VIRGIN CHARTER YACHTS RESERVES THE RIGHT TO TERMINATE A CHARTER EARLY AT THEIR SOLE DISCRETION AND REQUIRE A VESSEL TO RETURN TO BASE.

In accordance with the contract documents you are signing you understand, acknowledge and accept the fact that you are personally liable for any and all damage to the yacht regardless of the cause which occurs while the yacht is in your care, custody or control. Virgin Charter Yachts is not required to determine or specifically identify the cause of any damage. You further understand, acknowledge and agree that Virgin Charter Yachts may charge your credit card(s) that you have provided for the cost of all damage to the yacht, regardless of cause, which occurs while the yacht is in your care, custody or control.

Charterer signature:
PRINT Charterer name:

Captain signature (if different).....
PRINT Captains name (if different).....

Charter Yachts Ltd dba Virgin Charter Yachts.....
Date.....