

## BAREBOAT CHARTER AGREEMENT

This Bareboat Charter Agreement, made as of \_\_\_/\_\_\_/\_\_\_ by and between the owner of the Vessel: Joshua Medellin, hereinafter called "OWNER" and the so called "CHARTERER:" \_\_\_\_\_

Charter's Price: \_\_\_\_\_ Hours: \_\_\_\_\_  
Deposit: \_\_\_\_\_ \$ Balance: \_\_\_\_\_ Type of Payment: \_\_\_\_\_  
Credit Card # \_\_\_\_\_ Expires: \_\_\_\_\_ Code: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Cellphone: \_\_\_\_\_  
Total guests onboard: Adults \_\_\_, Children: \_\_\_\_\_

1. OWNER hereby agrees to let and demise bareboat and the CHARTERER agrees to hire on a bareboat basis upon the terms and conditions and for the consideration hereinafter set forth, the said Vessel for a period commencing on \_\_\_/\_\_\_/\_\_\_ at time: \_\_\_\_\_ and ending on \_\_\_/\_\_\_/\_\_\_ at \_\_\_\_\_.

2. The Vessel shall be delivered to CHARTERER in good seaworthy condition and shall comply with all applicable laws and regulations pertaining to the condition of the Vessel.

3. CHARTERER shall maintain Vessel in good order and condition, reasonable wear and tear excepted. CHARTERER shall not be responsible for repairs to Vessel except to the extent that the need for such repairs arises from the negligence or willful misconduct of CHARTERER, its officers, agents, employees, students, invitees, or guests. OWNER agrees to furnish any necessary maintenance materials needed by CHARTERER in order for CHARTERER to fulfill its obligation to maintain Vessel in good order and condition. OWNER agrees to make any repairs needed to keep Vessel in good seaworthy condition and in compliance with all applicable laws and regulations to the extent the need for such repairs does not arise from the negligence or willful misconduct of CHARTERER, its officers, agents, employees, invitees or guests. Vessel shall be subject to inspection at any reasonable time by OWNER or its agent or employee provided OWNER has furnished reasonable advance written notice to CHARTERER of its intent to make such inspection.

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4. CHARTERER warrants that the skipper hired by CHARTERER will be a qualified and competent person, who shall be the employee of the CHARTERER, and be responsible for the safe navigation of the Vessel.

5. CHARTERER expressly agrees that the operation of said Vessel will be limited to the following areas and waters: 5 Mile radius from pick up location.

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"CHARTERER further agrees that the operation of said Vessel be limited to any areas in waters specified in any insurance policy provided pursuant to paragraph 6, and any insurance policy which has been disclosed to CHARTERER prior to execution of this Agreement."

6. CHARTERER is not obligated to provide insurance; vessel has charter insurance and liability insurance. CHARTERER shall indemnify, defend and hold harmless OWNER, its officers, agents and employees from and against any claims, damages, expenses or liabilities arising out of the performance of this Agreement or the use of said Vessel including without limitation, claims, damages, expenses or liabilities for loss or damage to any property, or from death or injury to any person or persons, in proportion to and to the extent such claims, damages, expenses or liabilities arise from the negligence or willful misconduct of CHARTERER, its officers, agents, or employees. OWNER shall indemnify, defend and hold harmless CHARTERER, its officers, agents, and employees from and against any claims, damages, expenses or liabilities arising out of the performance of this Agreement or the use of said Vessel including, without limitation, claims, damages, expenses or liabilities for loss or damage to any property, or from death or injury to any person or persons, in proportion to and to the extent such claims, damages, expenses or liabilities arise from the negligence or willful misconduct of OWNER, its officers, agents, or employees.

7. CHARTERER agrees that the Vessel shall be employed exclusively as a training and pleasure vessel for the sole and proper use of itself, and guests, during the term of this Charter. CHARTERER further agrees not to transport MERCHANDISE FOR HIRE or CARRY PASSENGERS FOR HIRE, or engage in any trade, or in any way violate any laws of the United States or of any other government within the jurisdiction of which the Vessel may be at any time during the Charter.

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8. CHARTERER shall have no rights, power, or authority to create, incur, or permit to be imposed upon the Vessel any liens or encumbrances of any nature. A fully-executed copy of this Charter Agreement shall be carried aboard the Vessel with the ship's papers at all times during the term of the Charter and shall be exhibited by CHARTERER to any person having business with the Vessel which might give rise to any lien. CHARTERER shall redeliver said Vessel free from any liens incurred as a result of the operation of the Vessel under this Charter Agreement, and shall indemnify and hold harmless OWNER or its agent against any lien not incurred by OWNER or covered by insurance arising out of the possession, use, or operation of said Vessel or by any persons aboard said Vessel by invitation of CHARTERER

9. CHARTERER shall not sub-charter or assign this Charter without obtaining the consent of OWNER in writing. If at any time CHARTERER fails to remedy any default with respect to any of the provisions, covenants or conditions of this Charter to be kept or performed by CHARTERER within days after notice thereof, or such additional time as is reasonably required to cure such default, OWNER shall have the right to terminate this Charter by giving written notice of such termination to CHARTERER

10. OWNER shall not be responsible for failure to deliver the Vessel at commencement of the Charter if such failure is caused by reasons beyond the control of OWNER or by reason of said Vessel having been lost or disabled. Should such delivery not be made within one day after specified date, this Agreement may be canceled by CHARTERER and any deposits or amounts theretofore paid on charter hire shall be returned by OWNER to CHARTERER.

11. REFUNDS: Free cancellations until 10 days before the booking start date. There is a 50% refund of booking charges for cancellations between 5-10 days before the booking start date. Booking charges for cancellations within 5 days of the booking start date are non-refundable. The payment will NOT be refunded unless it is unsafe to go out, or if it will be HEAVY raining nonstop, we will reschedule in the event of an emergency so you do not lose your deposit, you have one year to use your trip, we want to keep you as client and make your yachting experience the best.

12. ARRIVALS: If you arrive at the boat late, you will lose that time, it's up to the OWNER if he wants to grant you extra time.

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	<b>Pre-Departure Vessel</b>	<b>Arrival Vessel</b>
	<b>Inspection</b>	<b>Inspection</b>

- |  |       |       |
|--|-------|-------|
| <input type="checkbox"/> Overall condition of the Hull, interior/ exterior | _____ | _____ |
| <input type="checkbox"/> Obvious visual physical damage                    | _____ | _____ |
| <input type="checkbox"/> On board systems: Head, Sound                     | _____ | _____ |
| <input type="checkbox"/> Visual and Navigational Systems                   | _____ | _____ |
| <input type="checkbox"/> Fuel/ Fresh water levels                          | _____ | _____ |
| <input type="checkbox"/> Upholstery Interior/ Exterior or Decking          | _____ | _____ |

Notes : \_\_\_\_\_  
 \_\_\_\_\_

Charterer's Name: \_\_\_\_\_

Charterer's Signature: \_\_\_\_\_ Date: \_\_/\_\_/\_\_

Owner's Name: Joshua Medellin

Owner's Signature: \_\_\_\_\_ Date: \_\_/\_\_/\_\_

**Boat Rules and Warnings Notification Rules:**

- Adults must accompany children at all times (Kids of 6 year or less must wear a lifejacket all the time)

- **Captain has full authority to return to shore and cancel the booking with no refund if he or she believes that the guest's safety is compromised due to miss behavior and or breaking of the rules listed.**
- NOT Diving, no swimming allowed.
- Must Know how to swim to get in the water and wear a life jacket.
- Smoking in the boat is NOT permitted
- Weapons are NOT allowed in the boat
- Drugs are NOT allowed in the boat
- Do NOT stand on the boat platform when the boat is in movement, platform access doors must be stay closed at all time.
- Do NOT wear shoes inside the boat
- Do NOT throw paper or any other hygiene item in the toilet.
- Red Wine is NOT allowed
- Glass Drink-ware are NOT allowed
- Burners are NOT allowed
- Do NOT throw by any reason trash or any product to the water, WE are compromised with maintain our waters clean. If you throw any trash to the water, we will stop the trip until we clean up any trash and the time will be discontinued from your trip. You must follow the Captain instruction all time, is for your safety.

**Warnings:**

- Not recommended for travelers with back problems.
- Not recommended for travelers with heart problems or other serious medical conditions.
- If you have any other health conditions and aren't sure if you should ride, contact your doctor before doing the activity.
- Not wheelchair accessible.
- Minimum drinking age is 21 years.

**I recognize that I read, understand and accept all the terms exposed in this document.**

Name (required). \_\_\_\_\_

Signature (required) \_\_\_\_\_

## **Addendum to Contract**

Services Categories: Amount in US Dollars

- 1. Master Operator and other Crew Members                      \$N/A
- 2. Fuel (2 hrs \$100, 4 hrs \$200, 6 hrs \$300, 8 hrs \$400)      \$ N/A

### **Captain Assigned by charterer**

Captain Name:

Captain License Number:

Charterer's Name: \_\_\_\_\_

Charterer's Signature: \_\_\_\_\_ Date: \_\_\_/\_\_\_/\_\_\_