CHARTER AGREEMENT
Bareboat & Crewed

Sail Away LLC
64A Old South River Rd.
Edgewater, MD 21037
Phone: 305-720-0896
www.sailawaycatamarans.com

DATE: 30/03/2025	Broker: Tony & Claudia

Charter Client:	Tony and Claudia	Yacht charter Fee: base 7 -$1675/ day	
Email Address/cell		Extra Nights aboard: additional A) $450/night multi-day charter Overnights are not taxed	
Phone (day of charter):		Charter Subtotal	$
Yacht Chartered:	Vision 444	Bahamian Port Authority Tax (4%) Charterer Initials _____	
# of Passengers:	4 Guests	Damage Waiver: optional ($35/day if chosen)	
		Cleaning Fees: $450 for multi-day/overnight	
Date/Time Charter:	Depart: 2024 Return: 2025		
Boarding/Release Port:	Marsh Harbor Marina/Jib Room 1 Pelican Shores Drive Marsh Harbor, Great Abaco Bahamas	**CHARTER TOTAL:**	$
Cancellation Trip Insurance	Optional 15% of base charter rate	**Total w/ insurance**	**$**
OPTIONS BELOW:			

Notes / Other:		**OPTION TOTAL:**	
OTHER FEES: *To be taken care of at time of charter*			
Security Deposit:	A) $5000 w/o damage waiver B) $2500 w/ damage waiver	Put on CC HOLD	
Captain/Crew Fee	Crewed and instructional Charters - Captain & Mate- $700/day		
* Advanced Provisioning Allowance	$40 per person per day charter rate for meal planning, provisioning.	For All Charters	
**TCA Provisions	Crew Food: $80 p/day	For Tony Cook Adventures	$
TOTAL DUE:	**Due Upon Booking – 50%** Remaining balance due 30 days prior	**50% = $**	

MANDATORY By Initialing Charterer agrees to comply with listed items	Your Captain will assist with all the following requirements.
Initials: _____	It is REQUIRED that you TOP OFF THE FUEL, WATER TANKS and DISCARD ALL TRASH PRIOR to returning to Marsh Harbor Marina to return the vessel Failure to do so will result in $1,000 fine (not including fuel and H20 charges)
Initials: _____	In Anchorages and Harbors HOLDING TANK USE ONLY is REQUIRED Holding Tanks MUST be discharged in the in the Sea of Abaco (preferably near inlets)
Initials: _____	The Charterer is responsible that all guests aboard dispose of ALL paper and hygiene products in the waste bins, NOT the toilet. The Charterer agrees to allow the Owner to charge a fee of up to $1000 if excessive cleaning or toilet servicing is required. Notice will be given by the Owner to the Charterer before charges take place.

This Bareboat Charter Agreement made on the date above is between the Owner of the boat and Sail Away LLC (collectively referred to as "Owner") and the Charter Client (referred to as "Charterer")

1. *The Owner agrees to rent the Yacht to the Charterer who agrees to take the Yacht for hire for the above charter period. Reservations require a deposit of 50% of the charter fee with the balance due 30 days prior to the charter period. There will be a $50 service charge for any returned checks. All charters must be fully reserved and paid for before your arrival.*
   -If you decide to pay with a credit card we will add a 3% Processing Fee to your final payment.

   Initials:_____

Cost of Charter w/ 3% Fee	*$*

**ALL-INCLUSIVE ADVANCE PROVISIONING ALLOWANCE (A.P.A.):*

2. *Please note your provisions and fuel during your sailing vacation are supplemental fees to your charter fees paid to Sail Away. A food & activity preference sheet will be sent to main charter guest for all guests to fill out. Your mate/chef will reach out directly prior to your arrival to discuss meal planning, dietary restrictions and desired food & beverages during your sailing vacation.*
3.

***TONY COOK ADVENTURES PROVISIONS:*

4. *Standard Charter rates include breakfast and coffee only. Provisions may be purchased and brought on board the day before the charter starts. It is the responsibility of the guests in returning the vessel & dinghy to the base with fuel tanks. The Captain & crew will assist the charter guests with the provisioning and fueling process.*

GRATUITY:

5. *As a general guideline, the industry standard for a crewed charter tip to the crew is 20% of the charter trip base price.*

CANCELLATIONS:

6. *The Charterer can always reschedule a charter for later in the sailing season (within one year) with no penalty and any funds paid will be applied to the new charter. Cancellations received more than 30 days prior to the start date will receive a full refund less a $500 cancellation fee. If cancellation occurs less than 30 days but more than a week before the charter, the Charterer will receive a full refund less a $1,000 cancellation fee. Charters canceled within a week of the start date will forfeit all funds.*

7. *If it is deemed unsafe to go out due to severe weather expected during the charter, the Owner may cancel the charter and all monies will be refunded or the Charterer can reschedule for another date during the calendar year.*

8. *Sail Away reserves the right to cancel or abort the charter if it is deemed that the vessel, the charter guests, or hired crew are at risk of harm due to intoxication, reckless actions, or aggressive behavior (whether verbally or physically) of the guests.*

9. *We strongly recommend purchasing cancellation/trip insurance in case unforeseen circumstances occur. We offer information on outside trip insurance providers upon request OR the Charterer may purchase cancellation protection from us for an additional 15% of the base charter rate. If purchased, the Charterer can cancel the reservation for any reason by giving 48 hour notice without penalty and will receive a full refund of all funds paid, including tax and any additional options selected. The 15% cancellation protection fee is due upon booking and cannot be added at any other time. The fee is not refunded under any circumstances once paid.*

DAMAGE AND LOSS:

10. *The Owner will keep the Yacht fully insured under a standard marine yacht policy with a deductible of $5000. The Charterer agrees to be financially responsible for the cost of any damage to the Yacht, the Dinghy and motor (if included), and all associated equipment, up to the security deposit amount listed above by providing a credit card. The credit card will be placed on hold for this amount, and the hold will be removed after the Yacht is returned provided there is no damage or loss. We offer a damage deposit buy-down option (damage waiver) for $35/day which reduces your liability from $5000 to $2500. If you choose a Captain from our pre-approved list, you will not be liable for any damage caused by the captain. If any damage or loss occurs, you are responsible for contacting the Owner immediately and providing a detailed report of the incident in writing (including other parties/vessels involved, witnesses, description of damage, etc.) and a police report if requested by the Owner.*

11. *Although the Charterer will only be liable to the extent of the amount mentioned in Paragraph 6 for normal operation of the Yacht, the Charterer will be liable more than this amount if the damage or loss occurs because of gross negligence, an intentional act, or a flagrant disregard on your part of rules for the usage and operation of the Yacht noted below. This unlimited liability extends to the loss/damage of the dinghy and/or dinghy motor if included.*

12. *The Charterer agrees that no repairs will be made without the Owner's permission. The Owner agrees if the Yacht sustains a mechanical breakdown or is disabled by any cause after delivery that prevents the use of the Yacht, and if the breakdown is not brought about by any act or default of the Charterer, the Owner will make a pro-rate return of the charter fee for the time that the Yacht was unfit for use. The Owner will not be responsible for any other consequential loss or damage.*

DELIVERY AND RETURN OF THE YACHT:

13. *The Owner will deliver the Yacht at the boarding port in proper working order and outfitted/equipped appropriately for a Yacht of her size and type, in clean and good condition and ready for service. The Yacht will be delivered to Charterer with fuel, water tanks topped off and pumped out. It is the*

Charterer's responsibility to examine the Yacht and all equipment before departure and bring any issues that were ascertainable by due diligence to the attention of the Owner. No refunds will be granted for issues not discussed before departure.

14. *If the Owner cannot deliver the Yacht due to causes beyond their control, and If delivery cannot be made within 24 hours of the start of the charter period, then this agreement may be canceled by the Charterer and all money paid in advance will be returned.*

15. *If the Charterer is not present or not ready to accept delivery of the Yacht at the specified time and place, for whatever reason, the Owner reserves the right to set the time of delivery within 24 hours.*

16. *The Charterer is responsible for allowing sufficient time for unforeseen contingencies to permit a return to the port on time. If you cannot return the Yacht to the time/place stipulated, you agree to pay a pro-rated fee to the Owner for the time that the delivery is delayed plus any losses (including lost charter income) that the Owner may have sustained due to the delay.*

17. *The Charterer agrees to surrender the Yacht at or before the expiration date/time of this charter at the release port, free and clear of any debts that may have been incurred by the Charterer. The Charterer agrees to keep the Yacht in good running order and condition, and in substantially the same condition as when they accepted delivery with only reasonable wear and tear as to be expected.*

18. *The Charterer is responsible for the cleaning fee. Cleaning fees are quoted on page one of this agreement. Your damage deposit also serves as a cleaning deposit. While it is not expected that you do a deep cleansing of the boat inside and out, it must be returned in respectable condition for our cleaning crew: dishes washed, trash gathered, food removed, and dirty linens gathered. Additionally, the use of spray-on sun lotions of any kind is not allowed to be used on the boat as they can stain the Gelcoat and fabrics. Additionally, marine waste systems are not designed to receive paper or hygiene products of ANY kind and clog easily. The charterer is responsible that all guests aboard dispose of all paper and hygiene products in the waste bins, not the toilet.*

19. *The Yacht will be delivered to Charterer with fuel, water tanks topped off, and holding tanks empty. The Charterer agrees to return the yacht with full fuel, water, all trash removed and holding tanks emptied at their expense. This must be done before returning to Marsh Harbor Marina. Recommended locations in Marsh Harbor; Conch Inn Marina and Harbor View Marina, in Hope Town; Light House Marina and Great Abaco Beach Resort. Please hail on channel 16.*

20. *Notice will be given by the Owner to the Charterer before any charges take place.*

AUTHORITY FOR OPERATION OF THE YACHT:

21. *Only pre-approved members of the charter party that are at least 21 years of age are allowed to operate the Yacht. The Charterer is responsible for the navigation of the Yacht and agrees that they fully understand and are experienced in the navigation and operation of the class of Yacht chartered and have experience in the use of the equipment provided. The Charterer will demonstrate this competence by trial sail or otherwise as requested by the Owner before the start of the charter. If, after check-out of your skills in the Owner's opinion, you or your party are deficient in number, training, experience, or ability to undertake the proposed cruise, the Owner may require that you hire an approved captain for a period to be determined by the Owner. The Charterer is responsible for paying these fees (see Captain's rates above) directly to the captain. This responsibility is removed if you hire a Captain from our pre-approved list.*

22. *As a bareboat demise charter, the Owner will give full authority regarding the management of the Yacht to the Charterer for the charter term. Although the Charterer will have full control of the yacht if a Captain is hired, that Captain will be the sole judge as to whether it is reasonable and safe to operate the Yacht at any given time or any given place. Subject to the above, the captain and the crew will do their best to respond to all reasonable requests of the Charterer. If at any time during the charter period, the Charterer wishes to release/fire the captain that they hired for any reason, the Charterer must contact the Owner before letting the captain leave to arrange a suitable replacement.*

RULES OF USE:

23. *The Charterer will restrict the cruising of the Yacht to the hours of the day from one hour after sunrise to one hour before sunset. Dinghy use in harbors is permitted after dark with the use of appropriate lights and safety gear.*

24. *The Charterer will restrict the cruising area to the Sea of Abaco and is NOT permitted to go into the open ocean at any time during the charter or unless special permission is granted. Limits of navigation in the Bahamas are Little Harbour to the South, the North end of Guana Cay, and Treasure Cay to the North. Charterer must stay East of the Whale.*

25. *The Charterer will not leave the Yacht unattended overnight except if severe weather conditions make it necessary to depart. You must immediately advise the Owner of such action; however, in such cases, you are still responsible for ensuring that the Yacht is properly safe and secure.*

26. *The Charterer agrees that the Yacht will be used exclusively for pleasure and will not transport merchandise or carry passengers for pay (without prior written approval from the Owner), engage in trade, participate in races, or in any way violate the laws of the United States or any other government within the jurisdiction of which the Yacht may be. No drugs or illegal substances may be carried or used on board the Yacht. The Charterer further certifies that they will not operate the vessel under the influence of alcohol or illegal substances or permit any other person to operate it in such a condition.*

27. *No pets or other animals are allowed aboard the Yacht without the permission of the Owner.*

28. *The Charterer agrees to pay dockage and other port charges incurred during the Charter period.*

29. *There is NO SMOKING on the yacht. Not on the bow, not on the transom, there is nowhere onboard where smoking is allowed. You will be imposed an additional cleaning fee for odor or burns.*

30. *Failure to comply with any of the rules above may result in immediate termination of the charter with the forfeiture of all monies paid.*

LIABILITY

31. *For charter periods in which a pre-approved Captain is aboard, the Charterer is not relieved of liability under sections 6 and 7 of this agreement and will still be responsible for damage or loss to the Yacht, dinghy/motor, and equipment, caused by the Charterer or their party. Ensure all Charter party members understand how to use the equipment aboard (heads, safety equipment, stove/oven, grill, etc.).*

32. *The Owner and their insurance underwriters accept no responsibility or liability for accidents, injuries, or death due to swimming, or the use of snorkels, masks, or other equipment such as SCUBA equipment, whether it is provided by the Owner or the Charterer.*

33. *The Charterer agrees that the Owner of the Yacht, and Sail Away LLC (to include Amy Michaud, Captains, Brokers, or Agents of the vessel or company), Marsh Harbor Marina, and the insurance underwriters will not be responsible for liability to you, your crew, or your personal belongings.*

34. *The Charterer agrees that any controversy or claim related to this contract will be settled by arbitration by the rules of the American Arbitration Association. The arbitration will be held in the City of Annapolis, in the State of Maryland. Judgment upon the award rendered may be entered in any Court having jurisdiction. If any court action is filed about this agreement, the unsuccessful party in the action will pay the successful party the award in addition to all other fees/costs incurred by the successful party during the action including attorney fees and costs.*

35. *The Owner accepts no liability for Acts of God, Acts of War, or similar events. The Owner makes no representation other than those contained in this agreement.*

To the true and faithful performance of the foregoing agreement, the said parties hereto bind themselves, their heirs, personal representatives, and assigns, each to the other.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above:

Charterer Name/Print: _____ *Date:* _____

Charterer Name/Signature: _____