

# CHARTER AGREEMENT WINDCHIME CHARTERS

***Please fill out and return with your charter application within 7 days***

Windchime Charters, hereafter referred to as Charter Company, hereby agrees to charter the sailing vessel Windchime. Under the terms and conditions set forth in the **CHARTER APPLICATION AND CONFIRMATION** (which is an integral part of this agreement) to:

\_\_\_\_\_ and party for the following dates and times.  
\_\_\_\_\_ am/pm to \_\_\_\_\_ am/pm. The charter party further agrees to all of the

Following:

Any violation of the law by the Charterer or the Charter group shall constitute a breach of the Charter Contract. The use or possession aboard the vessel of any illegal drug, narcotic or contraband is absolutely and unconditionally prohibited. Any violation under this paragraph constitutes an immediate termination of the contract agreement as well as complete forfeiture of all moneys received by Charter Company. The U.S. law enforcement agencies have plenary power to stop any vessel in territorial and international waters for administrative searches. If contraband is found, even without the master's knowledge, the vessel will be seized and forfeited to the government. It is agreed that the Charter Party will be responsible for any damages to the vessel or loss of equipment during the charter, which was the direct cause of any or all members of the Charter Party. The Charterer and the Charter Group agree to hold harmless and indemnify the yacht owner, captain, or broker, against all claims, damages, loss, legal or other fees, and liability of any kind, no matter how arising or occasioned, whether to property or persons, arising from the Charterers use of the vessel and its equipment, irrespective of comparative or contributory negligence by any other persons. Furthermore, the Charterer acknowledges that all personal property taken aboard the vessel is at the risk of the Charterer. The Charterer further and specifically acknowledges that neither the yacht owner, captain, crew nor broker shall have any liability whatsoever for the loss or damage to any personal property brought on board by any member of the Charter Group.

Should the vessel, during the term of the charter, be stranded or disabled by fire, grounding, collision or any other cause, the cause of the problem which has either incapacitated or hindered the vessel from proceeding with the charter, not be attributed to any negligence on the part of the Charterer, the Charter Company agrees to repair or otherwise remedy the situation within 48 hours to the satisfaction of the Charterer, within the bounds of practicality.

If the condition has not been rectified at the end of 48 hours, the Charterer may terminate this agreement and receive a pro rata refund. Charter Company is not responsible for Charter Group's transportation costs back to point of origin. Minor breakdowns of equipment, machinery, electronics, rigging, sails, etc., the same not being brought about by any default of the Charterer, which are not disabling to the vessel, do not constitute grounds for termination of this agreement or any portion thereof. In the event the vessel is delayed by such breakdowns or inclement weather or any other reason during the term of the charter or is disabled for any reason away from point of origin causing disabling of the vessel and or termination of the charter,

Charterer agrees to bear his own transportation costs to return to port of departure and hold harmless Charter Company for any monetary losses or costs incurred due to missed prearranged return transportation home.

The Charter Party, individually or collectively, agrees to hold harmless the Charter Company and /or the vessel's owners and crew for any liability resulting from personal injury or death from any mishap while aboard said vessel, tender to said vessel or while ashore. Charterer and party, who pursue any activities in the water, do so at their own risk. The owners and insurance underwriters of the vessel accept no responsibility or liability for accidents, injuries or death due to swimming or the use of snorkels, masks or allied equipment such as SCUBA or hooker equipment whether or not it is provided by the Charter Company.

**A reservation fee is required upon verbally booking your charter dates. It is agreed these dates will be reserved for you based on your oral agreement and a conformation text and or e-mail.** The reservation fee is non-refundable except under the following circumstances. If the vessel becomes unfit for charter and cannot be replaced with an equivalent or upgraded yacht. If Charterer wishes to cancel the booking within 120 days of departure no refund is allowed unless another booking for the same dates can be made to another party. Cancellations must be submitted in writing. In the event Charterer prematurely terminates the charter (prior to the agreed term) for any reason, all monies paid are non refundable.

Charter Company cannot be held responsible for dockage arrangements or lack of them away from port of origin. Dockage fees and related charges are the sole responsibility of the Charterer. Charterer further acknowledges that certain ports of call require that the vessel dock in a marina and the Charterer is responsible for dockage unless agreed to otherwise by the Charter Company.

The captain shall handle clearance and the normal running of the vessel and shall receive orders from the Charterer as to the ports to be called at and the general course of the voyage during the term of the charter. The captain, however, has overriding authority in regards to the above and the safe passage of the vessel, crew and passengers and the charter party shall abide by the captain's judgment in regard to ports of call relative to weather, anchorage, safety and all other pertinent matters. Charter Company cannot be held responsible for inconveniences or delays due to inclement weather or the forecast of the same. In regard to this, the captain has sole authority to dictate a safe sailing itinerary during the term of the charter. In the event of severe inclement weather or the forecast of same, which necessitates the cancellation of the entire booking prior to sailing, Charterer agrees the booking will be rescheduled under the same terms and conditions to next available date (or dates) which are mutually agreed to between Charterer and Charter Company. Deposits already paid will be applied to the alternate booking dates.

This agreement constitutes the sole and entire agreement between the Charterer and the Charter Company. No waiver or modification of this agreement shall be effective unless agreed to and signed by the parties. This agreement shall be construed to be in compliance with the laws of the State of California.

Furthermore,

the Charterer acknowledges that neither he or she or any other person in the Charter Group is a fugitive from the United States Federal or State law enforcement agencies.

**THE CHARTERER AND CHARTER GROUP ACKNOWLEDGE HAVING READ AND UNDERSTOOD**

**THIS  
AGREEMENT AND RELATED DOCUMENTS AND HEREBY AGREE TO BE BOUND BY THE TERMS.**

**Signed: X** \_\_\_\_\_

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

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*Please fill out and return with your charter application*

| <b>Print Name</b> | <b>DOB</b> | <b>Address City, State , Zip</b> | <b>Emergency Contact &amp; phone</b> | <b>Signature</b> |
|-------------------|------------|----------------------------------|--------------------------------------|------------------|
| 1)                |            |                                  |                                      |                  |
| 2)                |            |                                  |                                      |                  |
| 3)                |            |                                  |                                      |                  |
| 4)                |            |                                  |                                      |                  |
| 5)                |            |                                  |                                      |                  |
| 6)                |            |                                  |                                      |                  |