



## *Compass Point Charters, LLC*

### 2017 Yacht Day Charter Agreement

Charterer Name: \_\_\_\_\_

Charter Date/time: \_\_\_\_\_

Names and age of party (6 max)

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

This Agreement is between the Charterer and party named above and the Captain and Yacht Owner, Compass Point LLC., a private management and sailing training company, hereinafter referred to as “Compass Point Charters”. The Charterer and the Captain hereby enter into this Agreement subject to terms and conditions herein and in connection with use of the Yacht.

Compass Point Charters shall operate the yacht for the Charterer, ensuring the vessel is clean, seaworthy and all critical systems in good running order. Compass Point Charters guarantees that if a breakdown of essential equipment occurs during the charter, we will refund the Charterer the full amount of the charter after safe return to the original launch location or an acceptable landing.

Charterer shall board the yacht at the agreed time at the location agreed upon in the reservation section of the website: ([www.compasspointbuzz.com](http://www.compasspointbuzz.com)). Charterer and party may bring snack foods and drinks of their choice (NO RED WINE). Compass Point Charters will offer limited light snacks water and sodas. Dress appropriately for the weather, WEAR BOAT SHOES, and protect your party from the sun and elements with appropriate sunscreen and prescription medications.

Upon arrival at the yacht, a short safety briefing will be conducted by the Captain. This will include location of the fire extinguishers, life jackets and flares, as well as operation of other safety equipment. Charterer shall, by signing this agreement, agree to comply with the US Coast Guard established rules of safety and seamanship expected of a responsible crew or passenger. At any time during the charter if

the Captain feels uncomfortable with the behavior of the charterer or any part of their party, he may cancel the charter and return to the launch site or an acceptable landing to disembark the charterer and or a specific member of their party.

Charterer agrees to be responsible for all furnished equipment aboard the yacht. Charterer agrees to pay Compass Point Charters the amount necessary to replace damaged or lost equipment in accordance with polices described in the Reservation Terms & Conditions. Charter agrees these charges may be placed on their credit card on file.

The chartered yacht is insured by the yacht's owner and is subject to a deductible. The charterer's liability for loss of or damage to the vessel or its equipment will be charged up to the deductible amount for loss or damages to the yacht or any yacht involved in an accident with the yacht and its equipment that results from the negligence or willful misuse by Charterer, Charterer's family, guests and agents, for which Charterer may be solely liable for the entire loss. Determination of negligence or willful misuse are made at the sole discretion of the Captain.

Compass Point Charters may have to cancel part of or the entire charter due to severe weather before the commencement date or on the day of the agreed charter, the client can take a credit for future dates or a refund of monies paid for the time missed.

Compass Point Charters reserves the right to return the vessel to port upon the forecast or occurrence of severe weather. Compass Point Charters may extend the charter trip subject to vessel availability. If charterer elects to prematurely end the charter, the Charter is deemed to be completed.

Charterer certifies that each member of their party can function in a nautical environment with acceptable safety and has the ability to follow basic instructions by the Captain or crew. Special needs or handicap equipment is not provided by Compass Point Charters, but accommodations may be made within the bounds of safety on a case by case basis. Per the Americans with Disabilities Act: "Six packs", small vessels carrying six or fewer passengers-- not inspected as passenger vessels by Coast Guard are exempt.

**Charterer shall keep the yacht and its contents free of any illegal drugs or other controlled substances at all times.**

Payment will be made at the beginning of the charter by the use of credit/debit card, check, cash or money order. The fee will be refunded in full or in part as verbally agreed upon if the Charter is cancelled early due to mechanical failure or other problem due to a shortcoming on the behalf of Compass Point charters. An early return due to weather conditions less than optimal, but not severe enough to prevent the trip, such as insufficient wind to sail, or choppy seas that make someone seasick, will not qualify for a full refund.

Charterer agrees to inform Compass Point Charters as early as possible regarding changes to or cancellations of the charter.

Should either party to this Agreement violate any provisions of this Agreement or in any proceedings to enforce the terms of this Agreement, the prevailing party shall be entitled to recover from the other all legal fees and court costs that may be incurred, including reasonable attorney fees, judicial related

proceedings litigation costs associated with court ordered mediation and arbitration, or appellate proceedings.

This Agreement shall be construed and interpreted in accordance with the laws of the state of Maryland with the exception of any admiralty or maritime claims which shall be construed under the maritime, admiralty laws of the United States. The parties mutually agree that jurisdiction and venue shall remain in St. Mary's County, MD.

Charterer shall indemnify and hold Compass Point Charters, its insurers, affiliates and employees harmless for any death, loss or injury arising from Charterer's and the crew's activities during the charter, the Yacht's equipment or dinghy, or activities including but not limited to swimming and hiking. The Liability Indemnification Agreement must be signed and returned prior to boarding the vessel; Charterer is responsible for ensuring all members of the party are covered by the Charterer's signature of the agreement.

Charterer states that he/she has read and understands the provisions of this agreement.

Captain's Signature: \_\_\_\_\_

Charterer Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Approved by Compass Point Charters LLC: \_\_\_\_\_

Agreed upon fee: \$ \_\_\_\_\_

Agreed upon fuel surcharge for powerboat: \$ \_\_\_\_\_