



## BAREBOAT CHARTER AGREEMENT

MEMORANDUM OF AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between ABACO MULTIHULL CHARTERS (hereinafter called AMC), owner of or agent for the sailing vessel \_\_\_\_\_, a vessel \_\_\_\_\_ feet, and \_\_\_\_\_ of \_\_\_\_\_, hereinafter called the CHARTERER.

### WITNESS:

1. In consideration of the covenants contained herein, AMC agrees to let, and Charterer agrees to hire said YACHT from \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ until \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. The charter fee shall be \$ \_\_\_\_\_, with (50%) \$ \_\_\_\_\_ due with the signing of this agreement, and the balance \$ \_\_\_\_\_, due 30 days ( \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_) prior to beginning of charter. A security deposit of \$5,000 shall be due with the balance of the charter fee. This deposit shall be refundable within 5 days after the end of the charter.
2. AMC agrees to deliver said YACHT at Abaco Multihull Charters in Hope Town, Abaco, Bahamas in commission and in good working order for the use it is intended, i.e., pleasure cruising in coastal and inland waters only, reasonably outfitted as a yacht of her size, type, age and accommodations, equipped and furnished, in addition to that required by law, with dinghy, dinnerware, cooking utensils, flatware, blankets, all of which shall be staunch, clean, and in serviceable condition throughout and ready for service. In taking delivery, CHARTERER accepts the yacht as satisfactory.
3. The CHARTERER hereby agrees to redeliver the YACHT at the expiration of this charter at Abaco Multihull Charters in Hope Town, Abaco, Bahamas free and clear of any indebtedness that may have been incurred for the CHARTERER'S account during the term of the charter; clean, neat and in as good condition as when delivery was taken; ordinary wear and tear expected. If it is impossible to redeliver the Yacht, the CHARTERER shall notify AMC, but in any case shall be financially responsible for the added charter days unless specifically exempted by AMC.

4. Where this agreement is executed by two or more persons as CHARTERER, then the word CHARTERER shall be deemed to include each of such persons, jointly and severally duly bound hereunder for all the obligations and duties of the CHARTERER. If a captain or crew is aboard, it is understood that they are agents of the CHARTERER, and not the owner or agent. Said captain shall be responsible to the CHARTERER, but shall also be responsible for the vessel, and CHARTERER shall abide by all his decisions where safety of the vessel is concerned.
5. AMC agrees that the YACHT will be insured for Liability for the term of this charter.
6. The CHARTERER is responsible, after acceptance of the YACHT, to pay for all running expenses during the term of the charter, including food, groceries, fuel, oil, water, deck, engine room and other consumable stores, pilotage, port charges, and provisions and supplies for the CHARTERER and the party of the CHARTERER. AMC shall supply all linen, sheets, and towels, required by the CHARTERER.
7. AMC agrees that should the YACHT after delivery, sustain breakdown of machinery or equipment, hull, rigging, or be otherwise disabled by fire, or other cause so as to prevent the use of the YACHT by the CHARTERER for a period of not less than 24 hours, the same not being caused by or having been brought about by any act of default on the part of the CHARTERER, the CHARTERER'S family or others properly permitted aboard by the CHARTERER, AMC shall make a pro rata return of charter fees to the CHARTERER for such a period in excess of said 24 hours that the YACHT shall be disabled or unfit for use. Malfunction of radar or GPS shall not be considered as preventing the use of the vessel.
8. The CHARTERER agrees to restrict the cruising of the YACHT to the inland waters of the Sea of Abaco, including that portion of the Atlantic Ocean immediately to the east of Whale Cay and due west of Chub Rocks, from the southerly most point of the Sea of Abaco known as Little Harbour N 26° 19.704' W 076° 59.989' to the northerly most point Manjack Cay N 26° 50.666' W 077° 23.690'. No YACHT shall be permitted to sail anywhere to the eastern side of any cays between those most southerly and northerly points. No moving of the boat is permitted from sunset to sunrise. Dinghy use in harbors is permitted after dark with diligent use of portable flashlights. When sailing or motoring, the dinghy should be secured in the davit. TOWING the dinghy is strictly prohibited. You must be 21 years or older to operate the dinghy and no operation of boat or dinghy under the influence of alcohol. The YACHT may not be used in any racing events. Should the YACHT be found sailing in an unauthorized area or in a non-permitted matter, the charter will be terminated and the damage deposit forfeited.

9. AMC agrees to provide a chase boat between 8 AM and 5 PM in case of emergency, but the service area is bounded by Little Harbour to the South and to the North and West of Baker's Bay, Great Guana Cay, over to Treasure Cay. A service call outside these hours and area will be charged a \$50 per hour fee plus expenses, payable at the time of service.
10. The CHARTERER agrees that the YACHT shall be used only as a pleasure vessel for the sole and proper use of the CHARTERER'S quests during the term of this charter and shall not transport merchandise or passengers for hire, or engage in trade, or salvage work, or towing operations (except in the case of the disabling of the YACHT or in case of emergency involving the possible loss of life or limb), nor in any way violate the laws of the Government of the Bahamas, or any other government within the jurisdiction of which this yacht may be at any time, and shall comply in all other respects with applicable legal requirements.

Federal Bahamian laws prohibit the use of any vessel for the transport or possession of any drugs or any other controlled substances, the possession of which are restricted or forbidden by law. In addition to possible criminal and civil penalties against the violators, the law allows for the forfeitures of any vessel which is used in the transport or possession of such substances. Should such forfeiture take place, neither the Owner nor Broker will assume liability for damages. The OWNER specifically reserves the right to proceed without limitation reasonable attorney's fees and settlement, if any. The CHARTERER hereby acknowledges notice of the above and fully accepts responsibility for violations of such laws that occur during the term of this charter by guests, crew members, or any other persons.

11. CHARTERER agrees to be fully responsible for and to replace or make good any injury to the YACHT, her tackle, gear, equipment, furnishings, etc. caused by the CHARTERERS up to and including but not limited to the total of the security deposit. All damages willfully caused by the CHARTERER or damages caused while in violation of law shall be totally at the cost of the CHARTERER even if the cost of such repair shall exceed the security deposit.
12. This Charter Agreement is not assignable by the CHARTERER nor shall the CHARTERER have the right to sub charter the YACHT under this agreement.
13. The CHARTERER agrees to hold harmless all agents of AMC and to keep and save Ron Engle, Jane Engle, AMC, or the OWNERS, captains, brokers, booking agent of the vessel free from liability connected to the CHARTERER'S use of the vessel. AMC will not be responsible for liability to CHARTERER, CHARTERER'S crew or CHARTERER'S personal

belongings and against the claims of any persons, including, but not limited to, the CHARTERER, the persons in the CHARTERER'S party, employees of the CHARTERER or other guests properly aboard, on account of any injury to or death of persons and damage to or destruction of property arising from or out of the possession of the YACHT, or by from the perils of sea or otherwise during the term of the charter.

- 14. CHARTERER check in time is 3:00 PM on arrival day. Check out time is 12:00 PM on departure Day. CHARTERER needs to be on the mooring three hours before departure. Our captain will meet you in the harbor and take you and the boat to Light House Marina to refill fuel and water. If CHARTERER does not allow sufficient time to refill the boat we will estimate the cost to refill fuel and water plus a \$50 service fee.
- 15. No candles or open flames are allowed on the boat except the galley stove and outdoor barbecue. No smoking below decks. No rafting with any other boats is permitted at any time. No sailing in winds over 25kts. No docking of boat.
- 16. By signing this contract, the CHARTERER affirms that he/she is fully competent to bare boat charter the named vessel, has adequate knowledge of navigation, rules of the road, seamanship, and shall be totally and legally responsible for said vessel during the charter period. The CHARTERER also affirms that all statements made in the completed sailing resume are correct and true. The CHARTERER also agrees that if AMC, upon checkout, determines that the level of expertise of the CHARTERER is not consistent with the submitted resume, and the CHARTERER is not competent to captain said vessel, AMC will require a captain to be on board before departure. Failure of the CHARTERER to comply may constitute default of contract.
- 17. All notices to be given hereunder shall be e-mailed to [ron@abacomultihull.com](mailto:ron@abacomultihull.com) and to the CHARTERER at the address set forth in the preamble of this agreement.

In witness to this, the parties have executed this agreement on the day and year written.

CHARTERER \_\_\_\_\_ Date \_\_\_\_\_, 20\_\_\_\_

AMC \_\_\_\_\_ Date \_\_\_\_\_, 20\_\_\_\_