



**WITNESSETH:**

**1) Delivery:**

The Owner agrees to deliver the yacht in full commission and in proper working order, outfitted as a yacht of her size, type and accommodations, with full equipment, inclusive of that required by law, and fully furnished, including galley and dining utensils and blankets; staunch clean and in good condition throughout and ready for service; and agrees to allow demurrage pro rata to the Charterer for any delay in delivery.

But should it be impossible for the Owner to make delivery as stipulated through causes beyond his control and should such a delivery not be made within 24 hours thereafter, then this Agreement may be canceled by the Charterer and, in such event, any charter money paid in advance shall be refunded to him without further liability to the Owner.

**2) Insurance:**

The owner represents that the yacht is insured against fire, marine and collision risks and with protection and indemnity coverage for the term of this charter as follows, subject to such deductibles, if any, as are specified below:

Hull:

P&I:

Deductible:

Said policies of insurance are to be held by the Owner. But should the owner fail to, or elect not to, carry such insurance he shall assume the same responsibility as if the yacht were so insured.

The Owner's insurance policy does not cover the Charterer's protection and indemnity during the term of the charter. This coverage for the Charterer may be obtained at the Charterer's expense.

Require additional insurance \_\_\_\_\_ Do not require additional insurance \_\_\_\_\_

**3) Accidents:**

The Owner agrees that should the yacht after delivery sustain breakdown of machinery, or be disabled, or be damaged by fire, grounding, collision, or other cause so as to prevent the use of the yacht by the Charterer for a period of not less than seventy two consecutive hours at any time, the same not being brought about by any act or default of the Charterer, the Owner shall make a pro rata return of hire to the Charterer for such a period in excess of the said seventy two hours the yacht shall be disabled or unfit for use.

Provided, however, that in case the yacht be lost or said damage be so extensive that the yacht cannot be, or is not repaired within one day, the same not being brought about by any act or default of the Charterer, the Charterer shall have the right to terminate the charter and the amount paid by the Charterer for the hire of the yacht shall be refunded by the Owner, pro rata, from the time of such loss or damage.

**4) Running Expenses:**

The Charterer agrees to accept the yacht delivered as herein before provided as stated in page one of the contract.

**5) Liens:**

The Charterer, his agents and employees have no right or power to permit or suffer the creation of any maritime liens against the yacht, except for crew's wages and salvage. The Charterer agrees to indemnify the Owner for any charges or losses in connection therewith, including reasonable attorney's fees.

**6) Drug Restriction:**

Use or possession of illegal drugs, including marijuana, on board the vessel shall result in immediate termination of the charter with forfeiture of all monies paid.

**7) Re-Delivery & Indemnification:**

The Charterer agrees to redeliver the yacht, her equipment, and furnishings, free and clear of any indebtedness incurred for Charterer's account, at the expiration of this charter, to the Owner, at the for stated port, in as good condition as when delivery was taken, ordinary wear and tear, and any loss or damage for which the Owner is covered by his own insurance, and Charterer's insurance (if any) as set forth in Paragraph 2 of this agreement, excepted. (See paragraph 19, "Further Agreements")

But should it be impossible for the Charterer to make redelivery of the yacht as stipulated, he shall pay demurrage pro rata to the Owner for the time that such redelivery is delayed, except in the event of total loss or serious damage to such yacht, in which event the rights of the parties shall be determined by paragraphs 2 and 7 of this agreement.

The Charterer agrees to indemnify and save the Owner harmless from any and all liabilities for the loss or damage to third persons, occasioned by the negligence or default of the Charterer, except to the extent that any such liability is covered by the owner's insurance, as set forth in paragraph 2 of this agreement.

**8) Navigation Limits:**

The Charterer agrees to restrict the cruising of the yacht to the navigational limits as set forth in the yacht's insurance policy.

**9) Restricted use:**

The Charterer agrees that the vessel will be employed exclusively as a pleasure vessel for the sole and proper use of himself, his family, guests and servants, during the term of this charter, and shall not transport merchandise, or carry passengers for pay, or engage in any trade, nor in any way violate the Revenue Laws of the United States, or of any other Government within the jurisdiction of which the yacht may be at any time, and shall comply with the law in all other respects.

**10) Non Assignment:**

The Charterer agrees not to assign this Agreement or sub-charter the yacht without the consent of the Owner in writing.

**11) Charterer's Authority Over Crew:**

It is mutually agreed that the full authority regarding the operation and management of the yacht is hereby transferred to the Charterer for the term thereof. In the event, however, that the Charterer wishes to utilize the services of a Captain and/or crew members in connection with the operation and management of the yacht, whether said Captain and/or crew members are furnished by the Owner or by the Charterer, it is agreed that said Captain and/or crew members are agents and employees of the Charterer and not the Owner.

In the event that local United States Coast Guard or other regulations require the Owner exclusively to provide a Captain and/or crew, or the Owner agrees to provide a Captain and or crew, they must be competent not only in coastwise piloting, but in deep sea navigation. The Captain shall in no way be the agent of the Owner, except that he shall handle clearance and the normal running of the yacht subject to the ports to be called at, and the general course of the voyage. The Captain will have the sole responsibility for

the safe navigation of the yacht, and the Charterer must abide by his judgment as to sailing, weather, anchorages, and pertinent matters.

The charter hire includes the services of a properly uniformed crew for the charter period, who will be selected by the Charterer with the approval of the Owner or the Owner's Agent. Charterer is aware that he has a choice of Captains. After due consideration he is hiring the Captain listed on the Yacht Employment Agreement. Said Captain will provide additional crew as outlined in the Yacht Employment Agreement. Charterer has full right to terminate Captain or Crew, as they are his Employees. However, replacements shall be hired subject to owner's ability to verify to his satisfaction Captain's appropriate license. Owner or his agent has the right and must have the ability within the allotted time to verify as well as to assess Captain's and Crews reference, local knowledge of piloting as well as offshore navigation and seamanship skills. Owner must be notified at least seven days in advance of Charterer's desire to change Captain or Crew. In no event can charterer attempt to change Captain or Crew without notice as outlined above, unless the vessel is underway and the captain is either incapacitated or grossly negligent in his seamanship and refuses or is unable to reach safe harbor or anchorage within three hours and every attempt has been made to contact owner or appropriate local authority to deal with any imminent danger or emergency prudently.

**Owner, Great Escape LLC**

**1: cell 508 922 2355 2: Res. 508 833 5138, 3 Bus. 508 830 3665**

**4. Owner's agent, Brian Blank: Res. 860 388 6463 Cell 860 227 3435**

***12) Defaults:***

It is mutually agreed that should any installment of charter money not be paid on the date designated, the Owner shall have the right to resume possession of the yacht and terminate this charter, without prejudice to his rights in respect of any arrears of charter money, or of any breach by the Charterer of the conditions herein contained.

***13) Brokerage Fees:***

The Owner and the Charterer recognize \_\_\_\_\_ as the sole broker in connection with this agreement, and the Owner agrees to pay said broker customary and usual brokerage fees in connection with said charter, any extensions, renewals, subsequent charters, and/or in connection with the subsequent purchase of the yacht by the Charterer within a period of two years from the date of the charter. While the broker stands ready to provide the Charterer with information concerning the area of the cruise, the qualifications and professional reputation of the vessel, the captain and crew, the broker does not act as a guarantor of the performance of either.

It is further agreed by the Owner and Charterer that once this agreement has been signed by both parties and a deposit of the charter fee has been paid, the said broker shall have no further obligation or responsibility in connection herewith to either party. In the event of this agreement being executed on behalf of either party by an agent, the agent shall neither be entitled to sue or be liable to be sued upon the agreement.

***14 Charterer's Certification:***

The Charterer (if he is to operate the yacht himself, under the captains supervision) certifies that he is experienced and competent in the handling and operation of a yacht of the type named in this agreement, and that he has a sufficient, practical knowledge of seamanship, piloting and Rules-of-the-Road. He agrees that he will not allow the said yacht to be operated by any person not so qualified during the term of the charter.

***15) Additional Conditions:***

It is further agreed by the parties hereto that if Charterer must cancel, all moneys will be forfeited unless the yacht is rebooked for the original dates booked. Refunds will be in full or prorated according to dates booked, less a Cancellation Fee, due the broker, of 15 per cent of the full charter amount.

If the Owner must cancel, moneys paid shall be refunded in full by the Owner to the Charterer. It is further agreed that in such an event, the Owner shall pay the broker the full commission on the full charter amount.

**16) Charterer's Right to Survey:**

If the Charterer desires, he may request a survey of the yacht upon delivery to him and again upon redelivery to the Owner. It is agreed that this survey would be at the Charterer's expense. However, this provision may be waived by mutual agreement by the Owner and the Charterer.

**Please initial one:**

Charterer wishes to waive the right of survey. \_\_\_\_\_

Charterer wishes to exercise the right of survey, all costs incurred to be borne by Charterer. \_\_\_\_\_

**17) Arbitration:**

Any controversy or claims arising out of or relating to this agreement, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, said arbitration to be held in the City and State of the Owners residence, unless another place is mutually agreed upon. Judgment upon and award reached by the Arbitrator(s) may be entered in any Court of said State having jurisdiction thereof.

**18) Further Agreements:** It is further agreed by the parties hereto that:

1. A gratuity, though not mandatory, is strongly recommended on the basic charter fee of \_\_\_\_\_. The amount of said gratuity normally falls within the range of 15% to 20% of the basic charter fee; but the amount, if any, is always at the discretion of the charterer.
2. There will be a maximum of 6 guests, underway or sleeping aboard during the charter.
3. There will be no smoking allowed inside. Smoking will only be allowed outside, on deck.
4. This contract may be transmitted between parties by facsimile machine and a faxed contract containing either the original and/or copies of the parties' signature shall be binding.

To the true and faithful performances of the foregoing Agreement, the said parties hereto bind themselves, their heirs, executors, administrators and assigns, each to the other.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year above written:

(Owner) \_\_\_\_\_ (Owner's  
Witness) \_\_\_\_\_

(Charterer) \_\_\_\_\_ (Charterer's  
Agent) \_\_\_\_\_

**Acknowledgment**

When a charterer boards a yacht, the Captain will read him the following statement with another crewman present as a witness:

**This is a bareboat charter and under the terms of a bareboat charter, you are responsible and have full and exclusive possession, command, management and operation of the vessel, as if you owned it, except that the final decision as to the safe navigation is my responsibility. You are my employer for the term of the CHARTER.**

*Charterer:* \_\_\_\_\_

*Captain:* \_\_\_\_\_