

## Moorings Power's Copy – Please sign and return.

### YACHT CHARTER TERMS & CONDITIONS

#### **Moorings Power shall:**

1. Deliver the charter vessel to the agreed charter base staunch, clean and in full commission.
2. Provide a competent skipper if so requested, at charterer's expense, if a skipper is available.
3. Refuse to allow the departure of the vessel if in Moorings Power's discretion the charterer is not competent to operate the vessel.
4. Perform the charter in accordance with the Details, Details sheet, which is incorporated herein.
5. Give charterer a credit certificate for use on future charters if there is a delay in delivery of the vessel of more than 4 hours, or if the charter is cancelled by Moorings Power.
6. Place charterer on a comparable vessel should the vessel charterer confirmed be unavailable due to causes beyond Moorings Power's control.
7. Reserve the right to recall the vessel to the base upon the forecast or occurrence of severe weather. Moorings Power may give charterer a credit certificate for use on future charters or the charter may be extended, subject to vessel availability. If charterer elects to prematurely end the charter, the charter is deemed cancelled and the cancellation policy in Details, Details will be followed.

#### **Charterer shall:**

1. Inspect the vessel upon delivery. Acceptance of the vessel upon delivery constitutes full performance by Moorings Power.
2. Not hold Moorings Power liable to charterer for any refund of charter fees or costs, including travel expenses, should the charterer cancel the charter. Charterer shall rely solely on trip cancellation insurance.
3. Pay any running expenses not included in the charter price.
4. Indemnify and hold Moorings Power, its insurers, affiliates and employees harmless for any death or injury arising from swimming, windsurfing, kayaking, or the use of dinghies, snorkels, masks or other equipment such as scuba equipment, the abuse of drugs, consumption of alcohol, unauthorized night operation, or operating the vessel in areas designated hazardous by Moorings Power. The Liability Indemnification Agreement must be signed and returned along with these Terms & Conditions. Charterer will be responsible for ensuring all members of the party have signed the agreement.
5. Avoid operating the vessel in areas designated hazardous, a violation will result in the forfeiture of all security deposits. Costs, expenses or damages sustained to the vessel shall be limited to the \$6,500 insurance deductible unless caused by the gross or willful negligence of charterer, charterer's guest or charter party in which case charterer is responsible for the entire loss. Such policy is described in the Details, Details sheet which is incorporated herein.
6. Having cleared customs, deliver the vessel at the time and place specified by Moorings Power free and clear of liens and indebtedness in the same condition the vessel was delivered to charterer less reasonable wear and tear. Any delay in delivery of the vessel may result in charterer being charged pro rata the charter fee for use of the vessel, plus consequential and incidental losses suffered by Moorings Power caused by the delay.
7. Use the vessel for pleasure only. The vessel shall not transport merchandise or carry passengers for pay without the prior written consent of Moorings Power. Charterers shall not assign this agreement or subcharter without prior written consent of Moorings Power.
8. Comply with all laws and regulations of the US or of any other government within the jurisdiction in which the vessel may be at the time.
9. Refrain from night operation unless Moorings Power pre-approves in writing the competence of two members of the charter party to operate at night. Moorings Power shall be held harmless to the extent information provided to Moorings Power upon which it bases its decision to allow night operation is materially false or misleading. Landfall must be accomplished in daylight.
10. By signing this agreement, certify that he/she is competent to handle and operate a power vessel of the general make and size herein chartered and that charterer has sufficient practical knowledge of seamanship, piloting and Rules of the Road, unless a Moorings Power approved skipper has been employed to captain the vessel for the entire charter period. Charterer shall not delegate any duties to any person not similarly qualified.

#### **General provisions:**

1. Moorings Power cannot be responsible or liable for loss, damage or theft of personal luggage and belongings. Please check with your insurance agent prior to departure to make sure you are adequately covered for any eventualities.
2. Moorings Power cannot be responsible or liable for physical damage caused to equipment rented from parties other than Moorings Power.
3. All passengers with the exception of any skipper or cook provided by Moorings Power or its affiliates are considered guests of the charterer. Charterer is responsible for the safety and well-being of charterer and all guests unless a Moorings Power approved skipper has been employed to captain the vessel and such skipper is actually piloting the vessel.
4. 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 costs that may be incurred, including any fees and costs associated with court ordered mediation and arbitration, or appellate proceedings.
5. This Agreement cannot be modified without the written consent of both parties hereto and the failure of either party to insist upon strict compliance with the terms set forth herein shall not be deemed a waiver of any such party's rights hereunder.
6. This Agreement shall be construed and interpreted in accordance with the laws of the state of Florida, with the exception of any admiralty or maritime claims which shall be construed under the maritime, admiralty laws of the United States. The venue for any proceedings hereunder shall lie in Pinellas County or the United States District Court for the Middle District of Florida, Tampa Division.
7. This Agreement shall be construed and interpreted in accordance with the laws of the state of Florida, with the exception of any admiralty or maritime claims which shall be construed under the maritime, admiralty laws of the United States including the International Convention on Limitation of Liability for Maritime Claims 1976 as in effect. The venue for any proceedings hereunder shall lie in Pinellas County, Florida or the United States District Court for the Middle District of Florida, Tampa Division.

IN WITNESS WHEREOF, the parties hereto have executed these presents as of the date written below.

CHARTERER:

Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_ Date \_\_\_\_\_

**This agreement must be signed and returned to Moorings Power in order to start your charter. Moorings Power requests prompt return of this agreement within 14 days of your initial deposit.**

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