

## DETAILS... DETAILS

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### DEPOSITS & PAYMENT SCHEDULES

	BOOKING	DAYS PRIOR TO CHARTER START DATE OR ARRIVAL:	
	Upon Booking	180 days	60 days
BAREBOAT CHARTERS	30% of vacation total	N/A	70% of vacation total
GROUP CHARTERS*	\$300 deposit per boat	30% of vacation total less deposit	70% of vacation total less deposit

### DEFAULT & CANCELLATION POLICIES

	DAYS PRIOR TO CHARTER START DATE OR ARRIVAL: (ON WHICH CANCELLATION OCCURS:)	
	outside of 90 days prior to start/arrival day	within 89-0 days prior to start/arrival day
BAREBOAT CHARTERS	\$400 per boat cancel fee	No refund
GROUP CHARTERS *	Charters cancelled more than 180 days (6 months) prior to the charter start date will be charged a \$500.00 cancel fee Charters cancelled within 180 days (6 months) prior to the charter start date will be charged 100% of deposited monies	

\* Group charters must consist of a minimum of five yachts booked. For charters booked between December 20 & January 6, the bareboat charter payment schedule applies.

*(Special Events and Packages may follow separate Deposits, Payment and Cancellation schedules.)*

### TRAVEL INSURANCE

Moorings Power provides trip cancellation insurance at modest cost. Those charterers desiring to waive such coverage may do so by signing a coverage waiver. To be in effect, the signed waiver form must be received within 14 days of your initial deposit. Such waiver shall result in the application of the above Default & Cancellation Policies for any fees paid to Moorings Power due to trip cancellation or interruption.

*Please note: Moorings Power is not the insurer and all claims must be handled directly with the insurance company.*

**START, END & BRIEFING TIMES**

	START	EVENING START	END	BRIEFINGS
TORTOLA	12:00 PM	6:00 PM	10:00 AM	9:00 AM 4:00 PM 9:15 AM, 4:00 PM & 7:00 PM (Tortola only) 8:30 AM, 4:00 PM & 7:00 PM Sat & Sun (Tortola only)
BAHAMAS	10:00 AM	4:00 PM	10:00 AM	9:00 AM 3:00 PM
LA PAZ	10:00 AM	4:00 PM	10:00 AM	9:00 AM 2:00 PM
THAILAND	4 :00 PM	4:00 PM	9:00 AM	UPON ARRIVAL
TONGA*	12:00 PM	6:00 PM	12:00 PM	9:00 AM 4:00 PM
SEYCHELLES	10:00 AM	4:00 PM	10:00 AM	9:00 AM 2:00 PM

**\*Due to newly enforced government regulations in Tonga, we can no longer allow any charters to start/end on a Sunday.**

**LOSS, THEFT AND DAMAGE DISCLAIMER**

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.

**LATE CHANGE FEES**

When changes are made to existing bareboat charter agreements a change fee will be applied in order to offset communication, material, and handling cost incurred in implementing the change. Should charterer require changes to existing reservations, the following policy will apply:

- Charter location, yacht type and date changes more than 90 days prior to charter start date will incur a \$100 fee.
- Charter location, yacht type or date changes within 90 days of charter start date will be deemed a cancellation and will incur any penalties mentioned under Defaults and Cancellations section of this sheet. Any other changes to the charter reservation within 90 days of charter start date will incur a \$100 fee.

**INSURANCE**

The following insurance will be provided and maintained in full force during the term of the charter:

- a) Hull insurance covering the yacht to full value providing for a \$6,500 deductible. Bareboat charterers shall be responsible for the deductible but only up to the amount of protection provided from the security insurance or security deposit, except with respect to any loss occasioned by gross negligence or by wanton or willful misuse by charterer, his or her family, guests and agents, in which event sole responsibility for the entire amount of the loss would fall on the charterer.
- b) Protection and indemnity insurance (P&I) with limits in the amount of \$7,000,000.
- c) Charterer is covered as an additional insured with regard to the above policies.

The Liability Indemnification Agreement must be signed and returned with the Terms & Conditions. Charterer is responsible for ensuring that all members of the party have signed the agreement.

**ENVIRONMENTAL DAMAGE**

Charterer shall be solely responsible for any fees or fines determined by the laws of the country in which the environmental damage occurred. Damage to the environment includes but is not limited to damage to natural or artificial reefs.

## **LOSS DAMAGE WAIVER/RISK ASSUMPTION OPTION**

One of the following security programs must be selected to book a bareboat charter. Charterer must provide credit card information prior to charter.

- a) A loss damage waiver is available (check with your vacation planner for the current daily rates). With the charterer's payment of the non-refundable daily rate, the deductible amount can be reduced from \$6,500 to \$3,000 or \$650 or \$0, depending on the size/type of the yacht. If the loss damage waiver is selected, the appropriate deductible amount (i.e., \$3,000 or \$650) will be authorized by the charterer prior to the start of the charter. However, the charterer's credit card will not be charged for the deductible unless a loss or damage (as noted directly below) occurs.
- b) A risk assumption option is available. There is not an applicable daily rate for this option. A deductible amount of \$6,500 will be authorized by the charterer prior to the start of the charter. However, the charterer's credit card will not be charged for the deductible unless a loss or damage (as noted directly below) occurs. In the case where a loss or damage does occur, the charterer's credit card will be charged the deductible amount of \$6,500.

Once the deductible amount is met, the loss damage waiver and risk assumption option as described in a) and b) above relieve the charterer of liability for loss or damage to the yacht and its equipment (or for loss or damage to any third party yacht involved in an accident with the yacht and its equipment), except for loss or damage to the yacht and its equipment (or for loss or damage to any third party yacht) caused by the gross negligence or wanton or willful misuse by the charterer, his or her family, and guests and agents, for which the charterer may be solely liable for the entire loss. However, if a charterer employs a Moorings skipper, then the charterer is not responsible for loss or damage caused by the skipper's operation of the yacht. The charterer will be refunded the remaining balance of the deductible if the value of the loss or damage is less than the deductible.

Prior to the start of your charter, you will be requested to check your yacht for specific inventory items. If they are not aboard, please alert the base's customer service desk and they will ensure you receive them. At the end of your charter, our debriefing staff will check for the presence of these items. If they are not present, the deductible amount that applies to the loss damage waiver or to the risk assumption option, as the case may be, will be applied to replace the items that are not present. You will be refunded the remaining balance of your deductible if the replacement value of the missing items is less than your deductible.

The charterer authorizes The Moorings to charge his or her credit card up to the amount of the selected deductible. The charterer also authorizes The Moorings to charge his or her credit card for incidentals, if any, that the charterer purchases during his or her trip. A summary of credit card charges will be provided to the charterer after the completion of the trip.

## **REFUELING**

The fuel tanks are full when you board your yacht and should be full when you complete your charter. **Fuel is not included** in the cost of your charter. For your convenience you may refuel at our bases or at one of several locations identified during your chart briefing.

## **MOORINGS POWER PRODUCT GUARANTEE**

Moorings Power guarantees that if a breakdown of essential equipment occurs during your charter, we will complete a repair within four working hours of notification or you will be provided compensatory boating time for any time exceeding four hours. To be covered under this guarantee the yacht must be located in the waters of St. Thomas, St. John or the British Virgin Islands, excluding Anegada. For all other locations, the yacht must be within a 20 nautical mile radius of a designated base.

**Please see the Moorings Power Guarantee for details.**