

YACHT CHARTER TERMS AND CONDITIONS

NAME of vessel: _____
DATE of contract: _____
CLIENT'S name and address: _____

from noon: _____ to noon: _____
Port of embarkation: _____ Port of disembarkation: _____

TOTAL for charter: _____ DEPOSIT: _____ due on signature

Taxi fees are not included and are for the client's expense.

**** Please note** – All parties to accept fax signatures as evidence of this document constituting a binding agreement until originals are executed.

MAXIMUM number of guests: _____ Number of days: _____ (nights)
Charter agent: BARRINGTON-HALL CORP Tel: (954) 720-0475
2805 E Oakland Park Blvd, # 397 Fax: (954) 724-0093
Fort Lauderdale, FL 33306 E-mail: info@bhcyachts.com

THE OWNER and the charterer recognize the above-mentioned agent as the sole agent in connection with this agreement. The owner agrees to pay Barrington-Hall Corp the customary & usual brokerage fees prevailing at the place of charter. It is further understood that the function of the booking agent/broker is in no way responsible for the qualifications and professional representation of the vessel, captain and crew, the agent does not act as the guarantor of the performance of either. This agent shall neither be entitled to sue, nor be liable to be sued upon this contract. Any disputes are to be tried in Broward County, Florida. The owner confirms that the current brochure is a true representation of this vessel.

CANCELLATION: It is understood that all monies paid by Charterer are considered an earned fee and will be refunded only if the yacht is rebooked for the same period (pro-rata will apply) less 15% cancellation fee. If Owner must cancel, all monies paid will be returned to the Charterer in full and Owner will pay the Broker full commission on the full charter amount.

THE CAPTAIN is competent, not only in coast wise, but also in deep-sea navigation. The captain shall handle clearance and normal running of the vessel as well as be fully responsible for the safe navigation of the vessel at all times. Naturally the charterer shall abide by the captains decision/judgment, as to sailing, weather, anchorage, as well as other pertinent matters.

THE OWNER represents that the vessel is insured against fire, marine collision and risks, with protection and indemnity coverage for the term of this charter. The charterer shall be relieved of any and all liability for such loss or damage. In the case of any accident or disaster the charterer shall give the owner or captain prompt notice of same. Said policies of insurance are to be held by the owner. Should the owner fail to, or elect not to carry such insurance, he shall assume the same responsibilities as if the vessel were so insured

SHOULD THE VESSEL during the period of this charter party be lost, stranded or disabled by the act of God, fire perils of the sea, or any unavoidable accident rendering the said vessel unfit for the use, or purpose of this charter, and this is not brought about by the negligent act or fault of the charterer, this charter hire shall cease from that time and neither of the parties shall be liable for that loss, damage, expense or the inconvenience, resulting there from. If the vessel suffers mechanical breakdown, which cannot be repaired within 24 hours, then the charterer may cancel on a pro-rata basis and proper monies will be refunded within 30 days.

THE CHARTERER agrees to be responsible for and to replace and make good, any injury to the vessel and any furnishings and all equipment caused by the negligent acts or willful misconduct of himself, or

by any of his party. The vessel must return in the same condition as it was received, naturally less the ordinary wear and tear. The vessel shall be surrendered free from indebtedness that may have been incurred for account of, or by the order charterer. The charterer agrees that this vessel be employed solely for the purpose of pleasure, as well as proper use by himself and all of his party.

COMMISSION to Barrington-Hall should a guest purchase the above vessel. The various types of charter contracts provide for the charter broker of record, or his company to share the commission should the charterer or his nominees purchase the said vessel within two years. The actual sale commission fee would be worked out in specific language between the broker and BARRINGTON-HALL and your sales agent, should this arise.

DRUG RESTRICTIONS: The charterers complete party agrees to prohibit the use or the possession of any illegal drugs, including marijuana on board this charter vessel. They will be totally responsible for any loss or damage caused to the vessel, due to this customs violation, or applicable drugs act. Penalty for the discovery of illegal drug and controlled substance, other than normal prescriptions in the ISLANDS is confiscation and forfeiture of the vessel, even if the presence of this substance is not known to the captain or the crew. Therefore "IF" such substance is used or found in the possession of any guest, they will be put ashore at the next port, NO REFUND will be forthcoming.

THE OWNER his insurance/underwriters accept no responsibility for accidents, injuries, death due to snorkeling, swimming, kayaking, scuba diving water skiing, windsurfing, spinnaker/halyard flying, dingy, outboard engine or similar sports, any equipment whether supplied by the owner or charterer.

TO THE TRUE and faithful performance of the foregoing terms and conditions, the said parties hereto bind themselves, the heirs, and executor's administrators and assigns each to the other by this one and only contract.

RESPONSIBILITY for children: The Charterer shall be fully responsible for the conduct and entertainment of the children on board and no member of the crew shall be held responsible for their conduct or entertainment.

TRIP INSURANCE: It is understood that the Charterer has been offered trip cancellation insurance by the agent.

PASSPORTS: Passports are required by law for all members of your charter party.

This agreement must be signed and returned within 30 days of receipt by the OWNER or the owner's representative via electronic means to the delivery address provided. Otherwise the CHARTERER has the right to cancel without penalty.

GRATUITIES Crew gratuities are not included and are at the Charterer's discretion. Suggested gratuities are 10 – 15%.

IN WITNESS HEREOF ALL PARTIES SET THEIR HANDS:

FULL NAME:
MASTER/OWNER: _____

SIGNATURE: _____

FULL NAME:
WITNESS HEREOF: _____

SIGNATURE: _____

FULL NAME:
CHARTERER: _____

SIGNATURE: _____

Date: _____

FULL NAME:
WITNESS HEREOF: _____

SIGNATURE: _____

Date: _____