

Marquis Charters VESSEL CHARTER AGREEMENT

(c) Marquis Charters

Vessel Particulars

Name of Vessel:		Type:		
U.S. official number / Port of Registry:		Flag:	Reg. Length:	

Parties

Owner:		Charter Broker ("Broker") & Owner Contact:	Marquis Charters David Ryan, Managing Director 1311 Park St Suite 1010 Alameda, CA 94501 dave@marquischarters.com cell: 510-994-6552
Chartering Entity: Authorized Representative: Physical Address: Charterer: Tel No.: Email: Reviewing Assistant:		<p>“Stakeholder”</p> <p>“Crew” Provided</p>	<input type="checkbox"/> Owner <input checked="" type="checkbox"/> The Charter Broker <input type="checkbox"/> Other: <input checked="" type="checkbox"/> Licensed Captain(s) <input type="checkbox"/> Steward(ess) <input type="checkbox"/> Chef <input type="checkbox"/> Deck/Stew <input type="checkbox"/> Other

Charter Particulars

Charter Period ⇒	“Charter Commencement Date” and Time	From:	“Charter Termination Date” and Time	To:
Origination Port ⇒	San Francisco Bay Area Marina/Port: Location/ Dock:		Termination Port ⇒	San Francisco Bay Area Marina/Port: Location/ Dock:
Cruising Area & Description of Voyage ⇒	SF Bay inland waters <input type="checkbox"/> included tributaries () <input type="checkbox"/> included seaward waters (to nm)		Special Terms and Conditions:	
Vessel “Charter Fee”	Security Deposit	Maximum Number of Guests		
\$ _____ USD	\$ _____ USD	Daytime = Overnight =		

Inclusions in Charter Fee: The following checked items are included in the Charter Fee:

Beverages	Food	Alcohol may be brought on-board by Charterer at their expense and will be served by crew. Alcohol is not available for purchase as part of the Charter.
<input type="checkbox"/> _____ Litres of Water	<input type="checkbox"/>	<input type="checkbox"/> Complementary Provisioning will be provided at Charterer expense, with cost passed through without markup

1. **Agreement to Charter.** In consideration for the Charter fee, the Owner agrees to charter the Vessel to Charterer for the Charter Period with the Crew as set forth above subject to the terms and conditions set forth herein.

1.1. Incorporates Third-Party Agreement (_____) # _____. This Charter Agreement supersedes conflicting terms unless expressly prohibited by the Third-Party Agreement.

2. **Origination Port and Termination Port.** The Owner shall, at the beginning of the Charter Period, deliver the Vessel to the Origination Port and the Charter shall begin there and end at the Termination Port. At the time of commencement of the Voyage at the Origination Port the Vessel shall be in full commission and working order, seaworthy, clean, in good condition ready for service, with all equipment required by the U.S. Coast Guard or Vessel's flagstate, including up-to-date safety and life-saving equipment (including life-jackets for children if any are carried in the Charterer's Party). The Vessel shall be fitted out as appropriate for a Vessel of her size and type as required to operate in the Cruising Area in which this Charter takes place and enabling the Charterer to use the Vessel as set forth herein in the Cruising Area. The Owner does not warrant her use and comfort in bad weather conditions for all cruises or passages within the Cruising Area. The

Charterer shall inspect the Vessel before beginning the charter and must immediately notify the Owner in writing if there is any complaint or visible defect as to the condition, equipment or accommodations of the Vessel.

3. **Voyage & Cruising Area.** The Voyage and Cruising Area shall be as generally described above on Page 1. The parties may choose to provide a more detailed description of the Voyage in a separate addendum which shall be binding only if signed by both Owner and Charterer.

4. **Maximum Number of Persons - Responsibility for Children - Health of The Charterer's Party.** The Charterer shall not at any time during the Charter Period permit more than the Maximum Number of Guests sleeping or cruising on Board as provided on Page 1 hereof. If children are taken on board, the Charterer shall be fully responsible for their conduct and entertainment. The nature of a charter may render it unsuitable for anybody with physical disability or undergoing medical treatment. By signature of this Agreement the Charterer warrants the medical fitness of all members of the Charterer's party for the voyage contemplated by this Agreement. The Charterer and Charterer's party undertake to have all necessary visas and vaccinations for the countries to be visited.

5. **Vessel Operations – Authority of Captain.**

5.1. It is mutually agreed that the full authority regarding the operation and management of the Vessel shall remain with the Captain. The Captain shall be responsible for the operation and management of the Vessel and safe navigation of the Vessel. The Charterer shall abide by the Captain's judgment for vessel safety in regard to sailing, weather, anchorages, and other pertinent matters. The Charterer shall direct the general course of the voyage, operation and movement of the Vessel, winds, weather and other circumstances permitting. The Captain shall not, however, be bound to comply with any order or request which, in the reasonable opinion of the Captain, could result in the Vessel moving to any port or place that is not safe and proper.

5.2. The Owner shall ensure that the Captain shows the Charterer the same attention as if the Charterer were the Owner. The Captain shall comply with all reasonable orders given to him by the Charterer regarding the management, operation and movement of the Vessel, wind, weather and other circumstances permitting. The Captain shall not, however, be bound to comply with any order which, in the reasonable opinion of the Captain, might result in the Vessel moving to any port or place that is not safe and proper for her to be in, or might result in the Charterer failing to re-deliver the Vessel upon the expiration of the Charter Period, or would, in the reasonable opinion of the Captain, cause a breach of any government rules and/or regulations or any other clause of this Agreement.

5.3. Further, without prejudice to any other remedy of the Owner, if, in the reasonable opinion of the Captain, the Charterer or any of Charterer's Guests fail to observe the rules and/or regulation of any government having jurisdiction over the mooring or territorial water where the Vessel will voyage, and if such failure continues after the Captain has given due and specific warning to the Charterer in writing in respect of the same, the Captain shall inform the Owner and/or the Broker(s) if applicable, and the Owner may terminate the Charter forthwith or instruct the Captain to return the Vessel to the Termination Port of Termination and upon such return the Charter Period shall be terminated. The Charterer and his guests shall disembark, the Charterer having settled all outstanding expenses with the Captain beforehand and the Charterer shall not be entitled to be refunded any of the Charter Fee.

5.4. With particular regard to the use of watersports equipment, the Captain shall have the authority to exclude the Charterer or any or all of his Guests from use of any particular watersports equipment if, in the Captain's reasonable opinion, they are not competent, are unsafe, are behaving in an irresponsible manner, or are failing to show due concern for other persons when operating this equipment.

6. Vessel Operating Costs. Unless specifically set forth on Page 1 of this Agreement, the Owner shall be responsible for all Vessel operating costs during the Charter Period.

7. Delay In Delivery. If the Owner fails to deliver the Vessel at the Port of Delivery at the commencement of the Charter Period other than by reason of force majeure, defined herein as an act or event beyond the control of the Owner; the Charterer shall be entitled to treat this Agreement as repudiated by the Owner. The Charterer will be entitled to repayment without interest of the full amount of all payments made by him to the Owner or Stakeholder, or, if mutually agreed, allow a Substitute Vessel to perform the charter.

8. **Cancellation by Charterer.**

8.1. Should the Charterer give notice of cancellation of this Agreement on or at any time before the commencement of the Charter Period, the Charterer shall remain liable for all payments due the Owner prior to and unpaid at the date of cancellation.

8.2. Failure to arrive within two (2) hours of Charter Commencement constitutes a cancellation by the Charterer.

8.3. Should notice of cancellation be given by the Charterer or should the Charterer fail to pay any amount due under this Agreement, the Owner shall be entitled to treat this Agreement as having been repudiated by the Charterer, retain the full amount of all payments and pursue payment of the unpaid balance.

8.4. Notwithstanding the Owner's right to receive and retain all payments referred to above, the Owner shall be under a duty to mitigate Owner's loss and in the event that the Owner is able to re-charter the Vessel for all or part of the Charter Period under this Agreement, the Owner will give credit for the net amount of Vessel Charter Fee arising from the re-chartering after deduction of all commissions and other consequential expenses arising from such re-chartering. The intention is that the Owner shall receive the same in net proceeds from any re-chartering as would have been received under this Agreement. The Owner shall use Owner's best efforts to re-charter the Vessel and shall not unreasonably withhold Owner's agreement to re-charter, although charters, which may reasonably be considered detrimental to the Vessel, its reputation, its Crew or its schedule, may be refused.

8.5. I acknowledge receipt of the Travel Insurance options provided to me at www.MarquisCharters.com/insurance and understand that by declining coverage, I personally assume all financial risk, and that all payments due under this agreement are 100% non-refundable for any reason other than as defined in paragraphs 7 & 9.

9. Breakdown or Disablement. If after commencement of the Charter the Vessel shall at any time be disabled by breakdown of machinery, grounding, collision or other cause so as to prevent reasonable use of the Vessel by the Charterer the Owner shall make a pro rata refund of the Vessel Hire Fee for the Period of the disablement or, if mutually agreed, allow a pro rata extension of the Charter Period corresponding with the period of disablement.

10. **Use of Vessel.**

10.1. Pleasure Use Limitation. The Charterer agrees that the Vessel shall be used exclusively as a private pleasure Vessel and shall not transport cargo, nor engage in trade, nor violate any laws of jurisdictions where the Vessel may travel, including parks, sanctuaries and protected areas.

10.2. Navigation Limits. The Vessel shall not navigate beyond the navigation limits set forth in the Vessel's insurance policy without prior approval by the Vessel's insurer, with any additional premium that may be due, paid by Charterer.

10.3. Compliance With Laws. The Charterer shall comply and shall ensure that the Guests comply with the laws and regulations of any country into whose waters the Vessel shall enter during the course of this Agreement.

10.3.1. If the Charterer or any of the Charterer's guests shall commit any offense contrary to the laws and regulations of any country which results in the Vessel being detained, arrested, seized or fined, the Charterer shall indemnify the Owner against all loss, damage and expense incurred by the Owner as a result and the Owner may, by notice to the Charterer, terminate this Agreement forthwith.

10.3.2. Charterer shall be liable for fines, penalties, damages and forfeitures as a result of negligence or intentional acts of Charterer, guests or invitees, and Charterer shall indemnify, hold harmless and defend Owner for such acts.

10.4. No Pets Without Owner Written Consent. The Charterer shall ensure that no pets or other animals are brought on board the Vessel without the consent in writing of the Owner.

10.5. No Nuisance. The Charterer shall ensure that the behavior of the Charterer and the Charterer's Guests shall not cause a nuisance to any person or bring the Vessel into disrepute.

10.6. **Zero Tolerance For Drugs or Contraband.**

10.6.1. The use, transport or possession of illegal drugs or narcotics, including marijuana, or of any other contraband, or the participation in any other unlawful activity, such as the transport of illegal aliens, is strictly prohibited.

10.6.2. The participation in any of these activities by any member or Guest of the charter party constitutes a breach of the charter and shall be cause for immediate termination of the charter without refund of Vessel Hire Fee and additional payments made by Charterer.

10.6.3. No Weapons. It is also specifically understood that the possession or use of any weapons (including particularly firearms) is strictly prohibited on board the Vessel and failure to comply shall be sufficient reason for the Owner to terminate the Charter forthwith without refund or recourse against the Owner.

10.6.4. If the Charterer desires, as part of this charter, Charterer may request a survey of the Vessel at Charterer's expense to take place before the charter and again at the end of the charter to assess Vessel condition, or Charterer may waive this right to survey. Charterer shall request Charterer's right to survey in writing at the time of signing this Charter Agreement.

11. **Non-Assignment.** The Charterer shall not assign this Agreement, sub-let the Vessel or part with control of the Vessel at any time.

12. **Insurance.** (Check Only One)

12.1. The Owner shall insure the Vessel with first-class insurers against all customary risks for a Vessel of her size. Notwithstanding the foregoing, the Charterer shall be liable for any and all damage caused to the Vessel by the Charterer or any of Charterer's Guests. The Charterer shall be responsible for having independent insurance for personal effects while on board or ashore and for any medical or accident expenses incurred other than as covered under the Vessel's insurance.

12.2. The Charterer shall insure the Vessel with first-class insurers against all customary risks for a Vessel of her size. Notwithstanding the foregoing, the Charterer shall be liable for any and all damage caused to the Vessel by the Charterer or any of Charterer's Guests. The Charterer shall be responsible for having independent insurance for personal effects while on board or ashore and for any medical or accident expenses incurred other than as covered under the Vessel's insurance.

13. **Security Deposit.** Unless otherwise provided on Page 1 of this Agreement, any required Security Deposit shall be held by the Broker on the Owner's behalf and may be used in, or towards, discharging any liability that the Charterer may incur under any of the provisions of this Agreement, but to the extent that it is not so used, the Security Deposit shall be refunded to the Charterer without interest, within twenty-four (24) hours after the end of the Charter Period, or the settlement of all outstanding questions, whichever occurs the later.

14. **Arbitration, Applicable Law & Venue.** Subject to the provisions herein contained and unless otherwise specified in the appropriate space on Page 1 of this Agreement, any dispute in connection with the interpretation and fulfillment of this Agreement shall be decided by and in accordance with the rules and procedures of the American Arbitration Association such arbitration to be held in San Francisco, CA, unless another place is mutually agreed upon. The dispute shall be referred to a single Arbitrator to be appointed by the parties hereto. If the parties cannot agree upon the appointment of a single Arbitrator, the dispute shall be settled by three (3) Arbitrators, each party appointing one (1) Arbitrator, the third being appointed by the other two Arbitrators. The award rendered by the Arbitration Panel shall be final and binding upon both parties and may, if necessary, be enforced by a Court of any other competent authority in the same manner as a judgment that awarded by said Court or competent authority.

15. **Notices.** Any notice given or required to be given by Charterer or Owner to this Agreement shall be communicated in any form of writing and shall be deemed to have been properly given if proved to have been delivered or dispatched pre-paid and properly addressed by mail or bona fide courier service or by fax at the Parties respective addresses set forth on Page 1 of this Agreement or, in the case of the Charterer as stated herein above or to Charterer on board the Vessel.

16. **Attorney Fees.** The prevailing party shall be entitled to costs, expenses and attorney fees for litigation/arbitration between Owner and Charterer for disputes arising out of this Agreement or the charter. Either party is entitled to reimbursement from the other party for costs, expenses and attorney fees incurred while defending any third party claims for which the other party is found to be responsible.

17. **Indemnification, Hold Harmless, Defend.** Charterer agrees to indemnify, hold harmless and defend Owner from any and all claims and liabilities for loss or damage to Charterer, Guests, invitees, and to any third parties whatsoever, which may be occasioned by the negligence or intentional acts of Charterer, guests or invitees, except to the extent such claims are covered by insurance.

18. **Assumption of Risks and Hold Harmless.** I am aware that cruising and/or sailing and being aboard a Vessel involves certain risks, dangers and hazards including, but not limited to: slips and falls on vessel decks and other surfaces, motion and instability, falling overboard; Vessel impact or collision with other vessels or watercraft, logs and other objects submerged or floating on the water surface; obstructions on the water surface or sub-surface; negligence of other passengers, or operators of other vessels or watercraft; (the "Risks, Dangers and Hazards"). I am also aware that my participation in any activities offered by or associated with the voyage exposes me to additional and enhanced risk of serious personal injury and death. I freely accept and agree to fully assume all Risks, Dangers and Hazards including, but not limited to, those arising from or related in any way to my presence aboard the Vessel during the voyage, and the possibility of personal injury, death, property damage and loss resulting therefrom and I agree to hold Owner harmless from any and all claims, injuries, liabilities or damages suffered by me, my property or my minor children except to the extent such claims are covered by insurance.

19. **Maritime Liens.** Charterer shall not permit maritime liens, salvage or debts to be incurred against the Vessel or the credit of Owner. Charterer shall not abandon the Vessel or enter into any salvage agreement without prior consent of Owner.

Effective on _____ the Parties hereto expressly agree that the terms set forth above and paragraphs **1-19** above, together consisting of **three (3)** pages, and any addendums hereto signed by both Owner and Charterer, constitute the entire Agreement by and between the parties hereto and further agree that this Agreement and any addendums may be executed by facsimile signatures and copies of this Agreement shall be treated as originals and shall be binding upon the parties hereto.

"Owner"

**I HAVE READ AND UNDERSTOOD THE
TERMS OF THIS AGREEMENT BEFORE SIGNING.**

Owner/Owner's Authorized Representative
Print Name: _____
Title: _____

"Charterer"

**I HAVE READ AND UNDERSTOOD THE
TERMS OF THIS AGREEMENT BEFORE SIGNING.**

Print Name: _____
Title: _____