



CONFIRMATION NO.

6300 Est. Frydenhoj, Suite 27  
St. Thomas, USVI 00802-1411  
(866) 847-9224 Fax: (866) 847-3293

## Yacht Charter Agreement

**Between: Commodore Yachting, LLC. (d.b.a. VIP Yacht Charters)**  
**And Charter Guest:**

**Port of Embarkation and Debarkation: Compass Point Marina, Benner Bay, St. Thomas, US Virgin Islands 00802-1411**  
**Details of Yacht, Dates, Fees, Payment, etc. are set forth in a separate Confirmation Invoice.**

### 1. DELIVERY

VIP Yacht Charters agrees to deliver the Yacht, or a yacht of comparable amenities, in full commission and in proper working order, outfitted as a yacht of her type and accommodations, with full equipment, inclusive of that required by law, and fully furnished, including galley and dining utensils and linens; 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 VIP Yacht Charters to make delivery as stipulated through cases beyond their control and should such delivery not be made within 24 hours thereafter, then this agreement may be canceled by the Charterer and any charter money paid in advance shall be returned to them. Charterer understands and agrees that arrival after 2:00pm at the Yacht being chartered may require a next-day departure from the port of embarkation at the discretion of VIP Yacht Charters, unless previously agreed in writing. Port of embarkation and disembarkation is St. Thomas, USVI unless otherwise stated herein or deemed necessary by VIP Yacht Charters. Unless otherwise stated in writing by Charterer to VIP Yacht Charters prior to departure, the Yacht, equipment, inventory and dinghy with motor are accepted as complete and in good seaworthy condition based on inspection and approval by Charterer as master of the vessel.

### 2. INSURANCE

The Yacht insurance policy provides that applicable liability coverage is extended to include Charterer as an additional insured. Such extension of coverage is subject to all applicable terms, exclusions and with other conditions of the policy, including its stated maximum limit of liability for applicable liability coverage. It is further agreed and expressly understood that the Charterer is not the agent, servant or employee of the owner of VIP Yacht Charters in any way whatsoever, and that neither the owner nor VIP Yacht Charters shall be responsible for any liabilities, injuries or damages caused by the Charterer or any member of their party or persons on board. Neither the owner nor VIP Yacht Charters shall be responsible for any injury suffered by the Charterer or their party, either in person or property, and the Charterer and their party hereby fully assume all risks thereof. The owner, his agents and his insurance underwriters accept no responsibility for accidents, injuries, or death due to swimming, or the use of snorkels, masks, wind surfers, water skis, jet skis allied equipment such as scuba equipment, spinnaker flying, whether or not it is supplied by VIP Yacht Charters, the Charterer or others. Conditional Damage Waiver Insurance is required at a premium of \$35.00 per charter day. The CDWI limits Charterer liability to 2% of vessels insured hull value. Charterer is required to leave a credit card imprint in the amount of the deductible prior to vessel departure.

### 3. ACCIDENTS, DAMAGE OR LOSSES

Charterer shall inspect the Yacht prior to charter embarkation and notify VIP Yacht Charters in writing of any damages noted. Charterer can be held responsible for any damages noted by inspection of VIP Yacht Charters on return of the vessel from charter not noted and approved in writing by VIP Yacht Charters prior to charter embarkation. VIP Yacht Charters agrees that should the Yacht after delivery sustain breakdown of machinery or be disabled or 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 four consecutive hours if notified before 2:00 p.m. local time, the same not being brought about by any act or default of the Charterer or his party, VIP Yacht Charters shall make a pro rata return to the Charterer in charter time of the time in excess of said four hours the Yacht shall be disabled or unfit for use; such adjustment period to be either at the end of the charter, or if then unavailable, at a time mutually agreeable between VIP Yacht Charters and Charterer; or if no agreement is made, at a date the same one year hence as the beginning day and month of this contract charter.

Provided, however, that in case the Yacht be lost or said damage be so extensive that the Yacht cannot be or is not repaired to operate safely or a yacht of comparable amenities substituted within 48 hours, the damage not being brought about by any act or default of the Charterer or his party, then the charter price shall be abated pro rata per day and charter money paid in advance shall be rebated pro rata from the time of such damage, and the Charterer shall have the right to terminate this charter. Charterer agrees to be responsible for and to compensate VIP Yacht Charters for any injury, damage, loss or lost charter revenues attributable to the Yacht, her equipment, furnishings or inventory, caused by himself/herself or any of his/her party. Charterer further agrees that any charges associated with this contract can be charged without protest on any credit card previously provided to VIP Yacht Charters for either the applicable security deposit or for charter expenses set forth herein.

### 4. RUNNING EXPENSES

VIP Yacht Charters will deliver the Yacht with fuel and water tanks topped off at VIP Yacht Charters's expense. Charterer agrees to accept the Yacht delivered as here in provided and to pay all running expenses during the term of charter over and above the initial complimentary of consumables placed aboard the Yacht on the start date except fuel for the diesel engines, generator, and outboard, which will be billed at the end of the charter. Such expenses shall additionally include any cost for communication placed at the request of his party during the Charter period. Any exceptions, additions, or explanations to the above are noted as follows; \_\_\_\_\_

**Charterer is responsible for return transfer of day captain or friendly skipper to base.**

**5. LIENS**

Neither the Charterer nor his/her party have any right or power to permit or suffer the creation of any maritime liens against the Yacht, except the crew's wages and salvage, if applicable. The Charterer agrees to indemnify the owner and VIP Yacht Charters for any charges or losses in connection therewith, including reasonable attorney's fees.

**6. CONTRABAND DRUG PROHIBITION**

No contraband substances, marijuana-cocaine-etc. or firearms are allowed aboard the vessel. Use or possession of contraband substances shall result in immediate termination of the charter with forfeiture of all moneys paid. Charterer is solely responsible for any costs associated with any boarding or seizure of the vessel, including, but not limited to, lost charter revenues to VIP Yacht Charters due to presence of illegal drugs on the Yacht during or as a result of the charter period. Any person having contraband drugs while aboard will be reported to the U. S. Coast Guard and local authorities.

**7. REFUSE, GARBAGE AND TITLE 12 COMPLIANCE**

Refuse shall not be thrown or allowed to fall overboard and all garbage is to be deposited in appropriate containers. No oil, spirits, inflammable liquids or bilges shall be discharged into V. I. Waters in accordance with Title 12, Chapters 7 and 17 of the V. I. Code. All laws, rules and regulations with regard to marine sanitary devices shall be strictly complied with. Charterer shall be held responsible for any damage, expenses or fines caused or contributed to during the term of his contract with regard to all laws, rules and regulations set forth in the Section 7. All food products and garbage should be properly disposed of in the British Virgin Islands. It is contrary to US Department of Agriculture requirements for garbage or foods to be brought into the US Virgin Islands.

**8. REDELIVERY AND 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 or on being advised by VIP Yacht Charters of severe weather to occur in the charter area within a 72 hour period, to Compass Point in as good condition as when delivery was taken, ordinary wear and tear expected, 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 Section 3 of this Agreement, excepted. If Charterer for any reason refuses to return the Yacht to Compass Point Marina on being advised by VIP Yacht Charters of severe weather that could endanger Charterer and/or the Yacht, VIP Yacht Charters shall have the right to board the Yacht at will and return same to Compass Point Marina.

**9. RESTRICTED USE**

The Charterer agrees that the Yacht shall be employed exclusively as a pleasure vessel for the sole and proper use of himself/herself, his/her 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 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. Charterer agrees that Yacht may not be operated before sunrise or after sunset except in emergencies and must only be operated in the US and BVI waters except the British Virgin Island of Anegada and the US Virgin Island of St. Croix unless given specific permission in writing from VIP Yacht Charters.

**10. NON-ASSIGNMENT**

Charterer agrees not to assign this Agreement or sub-charter the Yacht without the consent of VIP Yacht Charters in writing.

**11. CHARTERER'S AUTHORITY OVER VESSEL AND CREW**

By mutual agreement of the parties hereto, full authority and responsibility regarding the operation, maintenance and management of the Yacht and the safety of all aboard is hereby transferred to the Charterer as master of the vessel in accord with United States maritime law for the term of the charter set forth herein and any extensions thereto. 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 Charterer, it is agreed that said Captain and/or crew members are agents and employees of the Charterer and not of the owner or VIP Yacht Charters. In the further event that Local United States Coast Guard or other regulations require VIP Yacht Charters exclusively to provide a Captain and/or crew, or VIP Yacht Charters agrees to provide a Captain who is competent not only in coastwise piloting but in deep sea navigation, and to provide a proper crew. The Captain shall in no way be the agent of VIP Yacht Charters, except that he/she shall handle clearance and the normal running of the Yacht subject to the limitations of this charterer party. The Captain shall receive orders from the Charterer as to ports to be called at and the general course of the voyage, but the Captain shall be responsible for the safe navigation of the Yacht, and the Charterer shall abide by his judgement as to sailing weather, safe anchorage, and pertinent safety matters. The yacht shall be manned by the services of a properly attired crew of VIP Yacht Charters who will be selected by the Charterer with the approval of VIP Yacht Charters. Charterer assumes total control and liability as if the Charterer were the owner of the Yacht during the term of the charter.

**12. DEFAULTS AND CANCELLATIONS**

It is mutually agreed that should any installment of charter money not be paid on the date designated, VIP Yacht Charters shall have the right to terminate the charter and retain deposit funds subject to refund terms set forth below. Further, VIP Yacht Charters can resume possession of the Yacht without prejudice to his/her rights in respect of any arrears of charter money, or any breach by Charterer of the conditions herein contained. VIP Yacht Charters assumes no responsibility for weather conditions, which may arise or occur before or during charter. If Charterer cancels prior to 90 days before the scheduled charter date, the deposit will be refunded, less \$350.00. If the charterer cancels within 90 days of the charter, the entire amount paid will be forfeited. If total *cleared* charter funds are not received by VIP Yacht Charters 90 days prior to charter as agreed, or total *cleared* charter funds are not received by VIP Yacht Charters at time of booking if booked within 90 days of charter, the reservation will no longer have a confirmed status and, until receipt by VIP Yacht Charters of all charter funds, will be placed on standby-canceled status, with availability on standby subject to prior paid bookings and refunds subject to cancellation terms herein. If VIP Yacht Charters must cancel, the deposit shall be refunded in full by VIP Yacht Charters to Charterer. No refunds or adjustments will be made due to airline flight or reservation changes or cancellations before, during or after the charter period.

**13. CHARTERER'S CERTIFICATION**

Charterer (if he/she is to operate the Yacht himself/herself) certifies that he/she is experienced in the handling and operation of a yacht of the type named in this agreement and that he/she has a sufficient, practical knowledge of seamanship, piloting and Rules-of-the-Road. He/she agrees that he/she will not allow the Yacht to be operated by any person not so qualified during the term of this charter. Should VIP Yacht Charters in its sole discretion determine that charterer is not qualified to operate the yacht. Charterer agrees VIP Yacht Charters may place a qualified Captain on board the Yacht at Charterer's expense.

**14. ADDITIONAL CONDITIONS**

Any additional conditions between the parties are set forth as follows: \_\_\_\_\_

**15. ARBITRATION CLAUSE**

Any controversy or claim 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 United States Virgin Islands, unless otherwise mutually agreed upon between the parties in writing. The court of jurisdiction regarding any controversy or claim arising out of or relating to this agreement, or the breach thereof, shall be in the venue of the United States Virgin Islands, unless otherwise mutually agreed upon between the parties in writing. To the performance of the foregoing agreement, the parties hereto bind themselves, their heirs, executors, administrators and assigns, each to the other. The VIP Yacht Charters Charter Information and Operator's Manual provided prior to departure is an integral part of and an agreed addendum to this Bareboat Charter Agreement Contract; with all terms, conditions and responsibilities set forth therein being accepted and agreed between the parties to this agreement as set forth herein.

**IN WITNESS WHEREOF, the parties hereto have set their hands.**

(VIP Charter Agent) \_\_\_\_\_ (Signature) Date \_\_\_\_\_

(Charter Guest) \_\_\_\_\_ (Signature) Date \_\_\_\_\_

Charterer Phone \_\_\_\_\_ Charterer Fax \_\_\_\_\_

Charterer Phone (Other) \_\_\_\_\_ Charterer e-mail \_\_\_\_\_

**PLEASE MAKE CHECK(S) PAYABLE TO: *VIP YACHT CHARTERS***

**Paying by credit card? - Please complete & return a SIGNED ORIGINAL of the following.  
(Required even if credit card information has already been given by phone).**

**VISA, M/C:**     **Security Code:**

**Expires End:**  /  **Card Holder Name (Print):** \_\_\_\_\_

**Initial here to have this card charged automatically for amounts due** \_\_\_\_\_

\_\_\_\_\_  
**Card Holders Signature** **Date.**

**Embarkation is 12:00 noon on your charter start date. Debarkation is 12:00 noon on charter end date. All payments made at the base must be either cash, Visa, MasterCard or American Express,**

**Thanks again for your reservation.**