

GENERAL CONDITIONS OF SAN JUAN SAILBOAT (SJSC) BAREBOAT CHARTER

1. **MECHANICAL PROBLEMS:** Should the CHARTER GUEST encounter mechanical problems (that are not the fault of the CHARTER GUEST) the continued charter use of the vessel for 4 hours or more after notifying SJSC, then SJSC will extend or credit the time of the CHARTER GUEST, or refund a proportionate amount of the charter fee.
2. **DAMAGE:** DAILY HULL DAMAGE WAIVER (DHDW): When the CHARTER GUEST chooses the DHDW, the CHARTER GUEST shall not be liable for damage to the boat's hull or deck in event of accident.. CHARTER GUEST remains responsible for other loss or damage. If the CHARTER GUEST acts in flagrant disregard of the standards of seamanship or hits a rock or submerged surface highlighted in red or orange (indicating "caution") on the charts provided by SJSC, or operates the boat at night or in restricted visibility, then the CHARTER GUEST shall be responsible for all damage and the DHDW shall not apply. **DAMAGE DEPOSIT:** A credit card will be held on file for damages if additional time is required to ascertain costs of repair. The damage deposit will be applied to repair of damage, loss of equipment, arrears of charter money, late return or other charges specified in writing. **INSURANCE:** SJSC requires that the vessel be insured against fire, marine and collision risks. For the CHARTER GUEST'S protection, SJSC also requires a minimum of \$500,000 protection and indemnity coverage for which the CHARTER GUEST receives as part of the charter.
3. **PETS:** CHARTER GUEST agrees not to have pets aboard the vessel.
4. **LAWS:** CHARTER GUEST acknowledges that illegal controlled substances are prohibited aboard the vessel. If the vessel is boarded and illegal controlled substances are found in the possession of the CHARTER GUEST, CHARTER GUEST will be subject to civil and criminal penalties. If the chartered vessel is seized because of drug violations during the period of charter, CHARTER GUEST acknowledges full responsibility. CHARTER GUEST agrees not to transport merchandise or carry passengers for pay, or engage in any trade or in any way violate the revenue laws of the United States or any other government within whose jurisdiction the boat may be at any time during the charter, and CHARTER GUEST is fully aware of his/her rights and responsibilities as a vessel operator and agrees to comply with the laws of the United States and other governmental units.
5. **CANCELLATION:** If the CHARTER GUEST cancels the reservation
 - Within 120 Days or More: \$250.00 Cancellation fee.
 - Within 60 - 119 Days: 30% of your charter fees will be retained if the boat is not re-booked. If the boat is re-booked, you pay only the \$250 cancellation fee.
 - Within 0 - 59 Days: 100% of your charter fees are retained if the boat is not re-booked. If the boat is re-booked, you pay only the \$250 cancellation fee.
6. **CRUISING LIMITS:** CHARTER GUEST agrees to restrict the cruising of the boat to the following waters: not west of Cape Flattery nor north of Malcom Island (approximate north and south tips of Vancouver Island), unless this agreement is amended for an Alaska cruise. *CHARTER GUESTS agree to not cruise between dusk and dawn under any circumstance.*
7. **DELIVERY:** SJSC agrees to deliver the boat at the beginning of the charter clean in good running order, condition and repair, and in every respect seaworthy. CHARTER GUEST recognizes that adverse weather is not grounds for cancellation of all or part of the charter. SJSC cannot be responsible for failure to make delivery for causes beyond its control, or by the boat having been lost, stranded or otherwise disabled; and should such delivery not be made as noted in this agreement, SJSC will attempt to procure another boat suitable to the CHARTER GUEST; however, if the CHARTER GUEST does not accept the other boat, then this agreement may be cancelled by the CHARTER GUEST, and any charter money paid in advance returned to the CHARTER GUEST.
8. **BAREBOAT:** CHARTER GUEST shall furnish his or her own crew and a competent pilot, which may be the CHARTER GUEST. Prior sailing experiences and the ability to perform a satisfactory check-out cruise (if determined necessary by SJSC) are prerequisites to chartering.
9. **RESPONSIBILITY:** CHARTER GUEST agrees to be responsible for and to replace or make good any injury to the boat, her equipment, or furnishings, caused personally by the CHARTER GUEST or by any of his or her party, up to the extent of the damage deposit arrangements agreed to in Article 2 of this agreement. SJSC

requires the boat's owner to maintain liability insurance of at least \$500,000 and hull insurance beyond the 1% deductible.

10. **DISABLED:** Should the boat during the period of charter be lost, stranded or disabled by act of God, fire, perils of the sea or other unavoidable accident, rendering her unfit for the uses and purposes of this charter, and not brought about by an act or default of the CHARTER GUEST, charter hire shall cease from the time that the CHAPTER GUEST notifies SJSC of such event, and neither party shall be liable to the other for any loss, damage, or inconvenience resulting there from.

11. **EXPENSES:** CHARTER GUEST agrees to pay all expenses in connection with the navigation of and operation of the boat, including any wages, crew, food, fuel, and ship's supplies during the term of the charter.

12. **RETURN:** CHARTER GUEST agrees to surrender the boat at the expiration of this charter at the point of embarkation, free and clear of any indebtedness that may have been incurred during the term of charter and in as good a condition as when delivery was taken, ordinary wear and tear excepted, and agrees to pay \$50 if the holding tank needs to be pumped and \$50 plus the cost of the fuel if the boat needs to be fueled after the charter ends. If the CHARTER GUEST keeps the boat out beyond the time limit noted in this agreement, CHARTER GUEST agrees to pay \$50 for each hour the boat is late; except, that if the boat is late due to reasons or causes beyond the control of the CHARTER GUEST, the late fee may be waived if CHARTER GUEST has notified SJSC of such event prior to the time the boat is due back. If late return results in a fee reduction or cancellation of the succeeding charter, CHARTER GUEST will be liable for any charter fees lost. CHARTER GUEST will not be liable for late fees or loss of charter fees if delayed due to boat failure in conjunction with section 10 and/or 1.

13. **SUBCHARTER:** CHAPTER GUEST agrees not to assign this agreement or sub charter the boat without the consent of SJSC.

14. **CONTROL:** It is mutually agreed that full control and management of the boat is surrendered by SJSC and assumed by the CHARTER GUEST for the charter term. *SJSC is released from all liability once the vessel is turned over to CHARTER GUEST.*

15. **TERM:** FAILURE of the CHARTER GUEST to accept delivery of the boat at the time specified, or failure of the CHARTER GUEST to use the boat for the full term of the charter shall not entitle the CHARTER GUEST to return of the money paid for the charter hire.

16. **FINAL PAYMENT:** Your final balance is due 60 days prior to your departure date. If you paid your reservation deposit by credit card, we will charge your final balance to the same card on the due date, unless you call us BEFORE the due date to make alternative arrangements for payment.

To the true and faithful performance of this agreement including all conditions and regulations listed, the said parties bind themselves and their heirs, executors, administrators, and assigns each to the other.

CHARTER GUEST SIGNATURE

DATE