



WINDWARD ISLANDS YACHTING & TRAVEL
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Yacht Charter Specific Reservation Terms and Cancellation Conditions

1. **DELIVERY.** The Yacht shall be delivered by the charter management group or the ship owner or his representant for the Yacht (hereafter named "Owner") in full commission and in proper working order, tanks full of fuel and water respectively, in good clean condition and ready for service within four (4) hours of the specified time shown in Charter Agreement. Pursuant to paragraph 3 hereto, the Charterer will have an opportunity to inspect the Yacht prior to charter embarkation and a complete inventory and visit of the boat is mandatory for the charterer and the base manager prior to departure in case of a bareboat charter.

In the event that the Owner shall fail to make delivery of the Yacht as outlined above, but shall within forty eight (48) hours thereafter make delivery of the Yacht, then the Charterer shall be allowed demurrage pro rata for the number of days delay. Demurrage shall be offered in the form of credits against future charters or cash refunds. In the event that the Owner fails to make delivery of the Yacht past the forty eight (48) hours as set forth herein, then this agreement may be cancelled by the Charterer and all charter fees and security deposits shall be refunded to the Charterer.

If the vessel is at any time out of commission for more than twelve (12) hours during the charter, the Company agrees to credit demurrage in the form of credits against future charters or cash refunds for lost "sailing time," provided the Charterer notifies the Company in a timely fashion of the problem encountered with the Yacht and gives the Company the opportunity to make the necessary repairs. For purposes hereof, "Sailing time" is deemed to be between the hours of 8.00 am and 5.00 pm. The Company shall not be liable for any lost sailing time, chase boat expenses or

labor charges if the problems are caused by operator error or carelessness on behalf of the Charterer or his crew. Blocked heads due to any blockage other than mechanical failure of parts is at the Charterer's expense (\$200 charge), plus chase boat services if applicable. The Company shall not be liable for any compensatory, consequential, punitive or other damages or expenses (including travel and hotel) of ANY kind occasioned by the Charterer as a result of the Company's inability to deliver the Yacht for any reason.

2. **INSURANCE.** The Owner provides insurance on the Yacht, its hull and machinery, subject to a deductible for each and every claim. Third party protection and indemnity is provided to a limit amount depending type of boat for any one loss. This insurance is held by the Owner, according to the aforementioned terms, as protection against any loss or damage that may occur to, or be caused by, the Yacht during the charter period and the Charterer shall thereby be relieved of any liability for such loss or damage when covered by said policy or insurance, except to the extent of the security deposit. In the event of accident, theft, damage or breakdown, the Charterer agrees to give the Company prompt notice of such. Charterer remains liable and Hull Damage Waiver insurance does not apply if loss or damage results from Charterer being under the influence of alcohol or a controlled substance, or through negligence.

3. **ACCIDENTS, DAMAGE OR LOSSES.** The Charterer will inspect the Yacht, and upon acceptance (by officially beginning his charter) certifies that he has found the vessel in charterable condition and in every respect seaworthy and that delivery of the said Yacht to the Charterer constitutes full performance and

compliance with all obligations of the Owner to the Charterer. Charterer can be held responsible for any damages noted by inspection of Owner on return of the vessel from charter not noted and approved in writing by Owner prior to charter embarkation. Owner 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 twelve (12) 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, Owner shall make a pro rata return to the Charterer in charter time of the time in excess of said twelve (12) 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 Owner and Charterer; or if no agreement is made, at the same day and month of this Charter Contract one (1) year later.

In case the Yacht is lost or said damage is so extensive that the Yacht cannot be or is not repaired to operate safely or a yacht of comparable amenities is not substituted within forty eight (48) hours, and if the damage are not 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 Owner for any injury, damage, loss or lost charter revenues attributable to the Yacht, her equipment, furnishings or inventory, caused by Charterer or any of his/her party. Charterer further agrees that any charges associated with this paragraph 3 can be charged without protest on any credit card previously provided to Owner for either the applicable security deposit or for charter expenses set forth herein.

4. **RUNNING EXPENSES.** The Charterer agrees to accept the Yacht as outlined herein and further agrees to pay ALL running expenses during the term of the charter. This will include, but is not limited to, fuel, oil, water, food and other consumables, pilotage, port charges, customs fees, dockage and crew fees. Charterer will return the Yacht with tanks full of fuel and water in their respective tanks. Notwithstanding the foregoing, fuel for diesel engines, generator, and outboard and any cost of communication placed at the request of the Charterer's party during the Charter period will be billed to the Charterer at the end of

the charter. Charterer further agrees that any charges associated with this paragraph 4 can be charged without protest on any credit card previously provided to Owner for either the applicable security deposit or for charter expenses set forth herein.

5. **LIENS AND NAVIGATION LIMITS**

Neither the Charterer nor his/her party has 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 for any charges or losses in connection therewith, including reasonable attorney's fees.

Charterer agrees to restrict the operation of the Yacht to the areas delineated by the base of departure and further warrants not to operate the Yacht between the hours of 5.30 pm and 7.00 am. Any breach of the aforementioned navigation limits shall result in the cancellation of any and all insurance rights. Any damage to the vessel or to property, or injury to persons, which occurs as a result of operating the Yacht in breach of navigation limits will be the sole responsibility of the Charterer.

6. **RESTRICTED USE; CONTRABAND DRUG PROHIBITION.**

Charterer agrees that the Yacht shall not be used to carry passengers for hire, shall not be raced and will only be used for the sole and proper use of himself/herself, his/her family and guests during the term of this charter and shall comply with the laws of British Virgin Islands, or any other government within the jurisdiction in which the Yacht may be located at any time during the term of the charter.

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.

Vessel seizure or impoundment as a consequence of any breach of items aforementioned herein will be the sole responsibility of the Charterer—this will include but is not limited to, any costs associated with any boarding or seizure of the vessel, lost charter revenues to the Owner due to presence of illegal drugs on the Yacht during or as a result of the charter period, future bookings on behalf of the Company, fees (including legal fees) incurred for vessel release and vessel down-time which will be prorated on a daily basis at the normal seasonal rates.

7. **CHARTERER'S AUTHORITY.** By mutual agreement of the parties hereto, full authority regarding the operation, maintenance and management of the Yacht and the safety of all aboard is hereby transferred to the Charterer for the term of the charter and any extension thereto. Charterer agrees that he will be physically present aboard the Yacht at all times, with at least one other competent crew member present, when the Yacht is underway and is responsible to ensure that ALL items (including dinghy and outboard motor) are securely stowed or fastened and that all normal engine checks have been completed PRIOR to the vessel getting underway. 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 Company. The Base Manager at the dock at which the Yacht is delivered shall have the ultimate authority to determine if the Charterer is capable of operating the Yacht. In the event the Base Manager determines that the Charterer does not have sufficient ability to operate a vessel of the size and displacement of the Yacht, the Company reserves the right to supply a Captain at the Charterer's sole expense. Such captain will remain on board until such time as he is comfortable that the Charterer has the necessary ability to safely navigate, drive, sail and maneuver the vessel in a competent fashion. The Base Manager shall also be responsible for determining whether the Yacht is seaworthy for the intended itinerary.

The Captain, whether supplied by the Owner or furnished by the Charterer, 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 judgment as to sailing weather, safe anchorage, and pertinent safety matters. The Captain shall in no way be the agent of the Owner, except that he shall handle clearance and the normal running of the Yacht subject to the limitations of this Charterer party. Charterer assumes total control and liability as if the Charterer were the owner of the Yacht during the term of the charter.

8. **REDELIVERY.** The Charterer agrees to redeliver the Yacht, her equipment, and furnishings, free and clear of any indebtedness or liens incurred by Charterer at the expiration of this charter or on being advised by the Company of severe weather to occur in the charter area within

a twenty four (24) hour period, to the point of pick-up as specified in paragraph 2 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 paragraph 3 of this Agreement, excepted. If the Charterer returns the Yacht in a condition that demands extraordinary cleaning, then the Owner may charge the Charterer for that cleaning. If the Charterer fails to return the Yacht at the agreed time on the agreed date, except when the lateness is due to circumstances beyond the Charterer's control, then the Charterer agrees to pay the prorated charter fee until such delivery is made as well as to pay the Owner for any losses and expenses incurred by the Owner or the Yacht's owner due to the delayed delivery of the Yacht to its base. Charterer further agrees that any charges associated with this paragraph 10 can be charged without protest on any credit card previously provided to Owner for either the applicable security deposit or for charter expenses set forth herein.

9. **DEFAULTS AND CANCELLATIONS.** It is mutually agreed that should any installment of charter money not be paid on the date designated, the Owner shall have the right to terminate the charter and retain deposit funds subject to refund terms set forth below. Further, the Owner can resume possession of the Yacht without prejudice to its rights in respect of any arrears of charter money, or any breach by Charterer of the conditions herein contained. The Owner assumes no responsibility for weather conditions, which may arise or occur before or during charter. If Charterer cancels by written notice prior to thirty (30) days before the scheduled charter date, the deposit will be refunded only to the extent that the Company is able to recharter the Yacht for the same time period on comparable financial terms to those contained in this Agreement. A 500 Euro penalty fees will be retained on reimbursement. If the Charterer cancels within thirty (30) days of the charter, the entire amount paid will be forfeited and Charters will remain liable for any lost revenues due to Owner's inability to recharter the Yacht at the price agreed to in the Contract. If total *cleared* charter funds are not received by the Owner thirty (30) days prior to charter as agreed, or total *cleared* charter funds are not received by the Owner at time of booking if booked within thirty (30) days of charter, the reservation will be cancelled and the deposit retained by the Owner. In the event that the Owner has to cancel any portion of the

charter due to severe weather or warnings of severe weather, a credit for the unused portion of the total charter fee will be issued. This credit can be used against any future charter with the Company depending on Yacht availability or extending the current charter term if the vessel is available. No refunds or adjustments will be made due to airline flight or reservation changes or cancellations before, during or after the charter period

10. **NON-ASSIGNMENT.** The Charterer agrees not to assign this agreement or sub-charter the Yacht without the written consent of the Owner.

11. **CONSTRUCTION OF AGREEMENT.** This Agreement is binding upon and inures to the benefit of the parties and their heirs, successors and assigns and shall be governed in all respects by the laws of France and the parties hereto submit to the exclusive jurisdiction of the Tribunal de Commerce de Cannes, France.

12. **FORCE MAJEURE.** Neither party will be responsible for its inability to perform its duties hereunder if such inability is due to factors outside its control, including war, riots, civil disputes, fire, explosion, weather conditions or natural disasters.

13. **RELEASE AND INDEMNIFICATION.** NEITHER THE COMPANY, THE YACHT OWNER, HIS/HER AGENTS AND HIS INSURANCE UNDERWRITERS WILL BE LIABLE TO ANY PERSON FOR ANY LOSS, DAMAGE, INJURY OR DEATH THAT MAY RESULT TO ANY PERSON OR PROPERTY BY OR FROM ANY CAUSE WHATSOEVER DUE TO THE CHARTERER'S USE OF SAID YACHT AND ITS

EQUIPMENT, INCLUDING LOSS, DAMAGE, INJURY OR DEATH CAUSED BY, ARISING OUT OF, OR CONNECTED WITH WEATHER CONDITIONS OR NATURAL DISASTERS, WHETHER OR NOT THE EQUIPMENT IS PROVIDED BY THE COMPANY OR CHARTERER (SPECIFICALLY, INJURIES OR DEATH DUE TO SWIMMING OR THE USE OF SAILBOARDS, SNORKELS, MASKS, KAYAKS, WIND SURFING EQUIPMENT, JET SKIS OR ALLIED EQUIPMENT SUCH AS SCUBA EQUIPMENT). IN ADDITION, NONE OF THE AFORESAID EQUIPMENT IS DESIGNED FOR USE BY MINORS AND ANY USE THEREOF BY MINORS SHALL BE AT THE SOLE RESPONSIBILITY AND RISK OF THE CHARTERER. CHARTERER WILL INDEMNIFY THE COMPANY ITS AGENTS AND THE YACHT OWNER AGAINST AND HOLD THEM HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, LIABILITIES, ACTION, SUITS AND PROCEEDINGS OF EVERY KIND, INCLUDING THE COST AND EXPENSES THEREOF, CAUSED BY, ARISING OUT OF, OR CONNECTED WITH, CHARTERER'S USE OF THE YACHT AND ANY OF THE EQUIPMENT PROVIDED IN CONNECTION THEREWITH OR BROUGHT ON BOARD BY CHARTERER OR ANY OF ITS INVITEES.

The Owner reserves the right to apply the Charterer's security deposit toward any damage, loss of equipment, liability not covered by Yacht's insurance, late return charges, return cleaning charges in the event that the vessel is returned to the Company in a dirty condition, or other requested services which were provided during the charter.

Windward Islands Yachting & Travel propose cancellation and / or repatriation insurances.

At the time the Yacht is delivered to Charterer, Charterer shall be required to enter a separate Charter Agreement with the Owner or its authorized representative, which agreement shall govern the relationship between the Charterer and the Owner. This contract is available before signature of this contract of reservation.

IN WITNESS THEREOF, the parties have hereunto set their hands on the day and year written below. Signed and delivered in the presence of witness:

Charterer:

Windward Island Yachting & Travel :

Emmanuel Pertuisot

Name & Signature

Emmanuel Pertuisot

