



Bluenose Yacht Charters - New England Base
39 Alexander Rd
Portsmouth, RI 02871
Steve Fischer, Charter Manager, 401-300-2988
Emily Casella, Program Manager, 609-339-5603
steve@bluenoseyachts.com - emily@bluenoseyachts.com

NEWPORT YACHT WEEK PARTICIPATION AGREEMENT

One agreement per participant please

Name of Participant _____

Boat Make & Model : Jeanneau Sun Odyssey 419/44DS

Dates of Participation: July 27, 2019 to August 3, 2019

Participants Home Address

Phone _____ **Email Address** _____

Emergency Contact(s):

Name: _____
Relation to participant: _____
Phone Number: _____

Name: _____
Relation to participant: _____
Phone Number: _____

This Participation Agreement is made as of this _____ day of _____ 2019, by and between Bluenose Yacht Sales, LP. ("Operator"), and the Participant ("Participant").

(1) Reservations require a 50% deposit with balance due 45 days prior to your arrival. All berths must be reserved and all payments received prior to your arrival.

Participation Fee \$1,450.00 = \$410 for Captain and \$1,040.00 for berth

Deposit \$725.00

Balance Due \$725.00

- (2) The participation fee includes
1. Breakfast July 27-August 3, 2019
 2. Lunch July 27-August 3, 2019
 3. Snacks July 27-August 3, 2019
 4. Water
 5. Berth



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6. Activities and entertainment taking place on the vessel
 7. Dinghy shuttle to and from vessel to shore
- (3) The participation fee excludes
1. One time cleaning fee
 2. One time insurance fee
 3. Security deposit hold
 4. Any damage you may cause to the vessel
 5. Dinner July 27-August 3, 2019
 6. Alcohol
 7. ALL activities that occur off the vessel such as bike rentals, food, beverages or tours, club covers, souvenirs, etc.
- (4) The participants security deposit will be in the form of a hold on a credit card in the amount of **\$425**. A one time cleaning fee of **\$50** and one time daily insurance fee of **\$50** will be collected in the form of a check or credit/debit card charge at our charter base on the day of your arrival.
- (5) Participation is restricted to individuals 21 years of age or older. A copy of the participant's driver's license or government issued ID must be submitted with this agreement to ensure the participant is 21 years of age or older.**
- (6) You are responsible financially for the deductible amount of our insurance for loss or damage to the boat, dinghy, equipment or any other damage you cause per incident. You are also responsible for any service call, towing from a shoal or reef and/or returning the vessel back to our base at New England Boatworks in Portsmouth, RI for reasons that were caused solely by the participant and not Bluenose Yacht Sales, LP or it's employees and associates. The participant will be financially responsible for any such actions required.
- (7) Cancellations receive a full refund less a **\$350.00** cancellation fee only if we are able to re-book your week. If we are unable to rebook your week all monies paid at the time of cancellation shall be forfeited. We strongly recommend purchasing cancellation/trip insurance in case of any unforeseen circumstances that may occur.
- (8) Check-in time is 0900 on arrival day. Check-out time is 1300 on departure day. All filling of fuel, water and dinghy gas will be completed by charter staff.
- (9) Captain has a schedule to maintain based upon weather and itinerary schedule, hence the Participants are expected to be aboard on or before the time intended for port departure. Any Participant who is not aboard at time of departure will be responsible to meet the boat at the next port of call at his own expense.



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- (10)Planned itinerary is subject to change at the discretion of captains operating vessels. Our cruising grounds are Narragansett Bay, Buzzards Bay, Vineyard Sound, Nantucket Sound, Block Island Sound, and Long Island Sound, and the various islands and destinations in these areas.
- (11)Participant agrees that a percentage of the participation fee constitutes a separate agreement between the participant and the captain hired to captain their boat, and that the transfer of these funds from Bluenose Yacht Sales, LP from the participant to the named captain is for the participant's convenience only.
- (12)If you cause the boat to run aground or hit anything you are required to report the incident to Bluenose Yacht Charters by phone immediately. If you run aground we may require a diver to inspect your boat and if deems necessary haul-out the boat at your expense. This expense will not be covered by your security deposit and will be the financial responsibility of the charterer. Any necessary repairs will be deducted from your security deposit which will be held until all repairs are completed, at which time any remaining monies will be refunded. If the vessel is inoperable due to damage caused by the participant then that participant's trip is terminated immediately with no refund.
- (13)No smoking below decks. No use of BBQ grill is permitted at any docks. No rafting with any other boats is permitted at any time during your trip except at the discretion of the captain.
- (14)**Participants agree that rowdiness, drug use or possession, inappropriate behavior, negligent or willful damage to the boat, or any other behavior or action deemed unsuitable by the captain, is cause for immediate termination of the participant's trip with no refund or recourse.**
- (15)Any participant who would like to bring a guest to the vessel during daylight hours must have that guest approved by the captain. The captain has the right to deny a guest request.
- (16)If a guest of a participant causes damage to the vessel the participant will be held liable for damage caused by their guest.
- (17)You will receive the boat clean and you must return it in a respectable condition for our cleaning crew; dishes washed, trash gathered, open foods discarded and dirty linen piled at the base of each cabin. Failure to do so will result in a **\$100.00** service fee.
- (18)In case of a mechanical breakdown, unrelated to Participant's or Captain's negligence, that requires us to discontinue the charter on the vessel you have reserved, we will give you a credit for another charter with us or place you on a boat with the same number of cabins



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for your group so you may continue your charter. Should this be on a less expensive boat, the difference in price will be refunded upon your arrival at the charter base.

(19) In the event of a hurricane watch or named storm or warning posted in our area within a week of your scheduled arrival we will reschedule. And if such a weather event occurs during the duration of this charter period, the Captain has sole discretion to insure the safety of vessel and Participant by bringing the boat to safe harbor.

(20) You agree that Bluenose Yacht Sales, LP or the owners, captains, brokers or agents of the vessel will not be responsible for any personal liability to you or your personal belongings.

(21) If you stop up a marine head and we have to unclog, there will be a service charge including travel time and fuel. If you are unclear in the use of a marine toilet, please ask.

(22) In case of mechanical failure not caused by you during your cruise, you will be moved to a similar boat with the same number of cabins. If no similar boat is available you will be credited for the unused portion of your charter.

(23) **INDEMNIFICATION.** Charterer agrees to indemnify, pay the defense costs of, and hold harmless Bluenose Yacht Sales, LP, its affiliates, successors, officers, directors, shareholders, agents and employees from and against any claims, damages, expenses or liabilities (including without limitation reasonable attorney's fees) arising out of the performance of this Agreement or the use of said Boat including without limitation, claims, damages, expenses or liabilities for loss or damage to any property, or from death or injury to any person or persons, in proportion to and to the extent such claims, damages, expenses or liabilities arise from the negligence or willful misconduct of Charterer, its officers, agents, or employees.

(24) **AMENDMENT.** This Agreement shall not be altered, amended, changed, waived, terminated or otherwise modified in any respect or particular, and no consent or approval required pursuant to this Agreement shall be effective, unless the same shall be in writing and signed by all parties hereto.

(25) **BINDING EFFECT.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and to their respective heirs, executors, administrators, successors and permitted assigns.

(26) **ENTIRE AGREEMENT.** All prior statements, understandings, representations and agreements between the parties, oral or written, are superseded by and merged in this Agreement, which alone fully and completely expresses the agreement between them in connection with this transaction and which is entered into after full investigation, neither



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party relying upon any statement, understanding, representation or agreement made by the other not embodied in this Agreement.

- (27)NO WAIVER. No failure or delay of either party in the exercise of any right or remedy given to such party hereunder or the waiver by any party of any condition hereunder for its benefit (unless the time specified herein for exercise of such right or remedy has expired) shall constitute a waiver of any other or further right or remedy nor shall any single or partial exercise of any right or remedy preclude other or further exercise thereof or any other right or remedy. No waiver by either party of any breach hereunder or failure or refusal by the other party to comply with its obligations shall be deemed a waiver of any other or subsequent breach, failure or refusal to so comply.
- (28)RECORDING. Neither this Agreement nor any memorandum thereof shall be recorded and any attempted recording hereof shall be void and shall constitute a default hereunder.
- (29)COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which so executed and delivered shall be deemed an original, but all of which taken together shall constitute but one and the same instrument.
- (30)CAPTIONS. The caption headings in this Agreement are for convenience only and are not intended to be a part of this Agreement and shall not be construed to modify, explain or alter any of the terms, covenants or conditions herein contained.
- (31)GOVERNING LAW. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Rhode Island without reference to principles of conflicts of laws.
- (32)SEVERABILITY. If any provision of this Agreement shall be unenforceable or invalid, the same shall not affect the remaining provisions of this Agreement and to this end the provisions of this Agreement are intended to be and shall be severable.
- (33)VENUE. The parties agree and acknowledge that any suit involving any dispute or matter arising under this Agreement shall be filed in the courts of Newport County, Rhode Island. All parties hereto consent to the exercise of personal jurisdiction by any such court with respect to any such proceeding and waive any objection to venue or inconvenient forum.
- (34)NO THIRD PARTY BENEFIT. The provisions and covenants set forth in this Agreement are made solely for the benefit of the parties to this Agreement and are not for the benefit of any other person, and no other person shall have any right to enforce these provisions and covenants against any party to this Agreement.
- (35)NOTICES. Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered (a) in person, (b) by certified mail, postage prepaid, return receipt



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requested, or (c) by a commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices shall be addressed to Bluenose Yacht Sales, LP, One commercial Wharf, Newport, RI 02840. Any notice shall be effective only upon delivery.

(36) Upon failure of the participant to perform or observe this agreement herein, Bluenose Yacht Sales, LP may forthwith repossess the vessel and retain the entire participation fee, provided that such repossession shall not release the charterer from his obligation to pay any other amounts or to indemnify Bluenose Yacht Sales, LP as provided in this agreement.

Signature of Bluenose Yacht Sales, LP
Authorized Representative

Signature of Participant

Printed Name of Bluenose Yacht Sales, LP
Authorized Representative

Printed Name of Participant

Date

Date