

SUN FAST 3300 CHARTER AGREEMENT

Name of Charterer: _____

Address: _____

Phone: _____ Email: _____

Emergency Contact(s): _____

Name/s of Crew: _____

Boat Name & #: _____

Boat Make & Model: JEANNEAU SUN FAST 3300

Event/Regatta: _____

Dates Requested for Charter: _____ To: _____

This Sun Fast 3300 Charter Agreement is made as of this ____ day of _____, 2023, by and between Bluenose Yacht Sales, LP. (“Operator”), and the Charter Client (“Charterer”).

(1) Reservations require 30% deposit with balance due 45 days prior to the start of the charter. All charters must be reserved and all payments received prior to taking delivery of the boat.

(2) Charter Fees:

	Rate	# of Days	Amount
Practice Days	\$2,000/Day		
Race Days	\$2,500/Day		
Other			
Coaching	\$500 (1/2 Day)		
TOTAL			
Charter Deposit			
Balance Due			

(3) A security deposit of \$8,000.00 is required one-week prior to start of charter (PERSONAL CHECK OR BANK WIRE). A cleaning fee of \$350.00 will be collected on your arrival (PERSONAL CHECK OR ONLINE PAYMENT).

- (4) You are responsible financially, up to the full amount of the security deposit, for loss or damage to the boat, dinghy, equipment for any other damage you cause. You are also financially responsible, above and beyond the security deposit, for any service call, towing from a shoal or reef and/or returning the vessel back to our base at New England Boatworks, Portsmouth, RI, for reasons that were caused solely by the charterer and not Bluenose Yacht Sales, LP.
- (5) If you 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 it is deemed necessary, haul-out the boat. These expenses are not 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. Please note this may be after your departure date. If the vessel is inoperable due to damage caused by the charterer, then the charter is terminated immediately with no refund.
- (6) Upon completion of your charter, we check the bottom of the boat with a GOPRO camera. If Bluenose Yacht Sales discovers that you ran aground and did not report the incident to us, you will be responsible for all costs relating to the inspection, haul out, and repairs, even if it exceeds the security deposit and insurance deductible.
- (7) Cancellations receive a full refund less a \$350.00 cancellation fee only if we are able to re-book your charter. If we are unable to rebook your charter, all monies paid at 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 1100 on departure day. Arriving later than the specified check-out time will result in an additional \$500/hr. charge. All filling of fuel and water will be completed by base staff unless otherwise agreed upon in writing.
- (9) No smoking allowed on the boat.
- (10) The charterer agrees that he or she is competent to handle the chartered vessel with sufficient seamanship and piloting qualifications to operate the vessel safely. The charterer further agrees not to permit the vessel to be operated by anyone who is not equally qualified unless under his/her direct supervision.
- (11) You will receive the boat clean and you must return it in a respectable condition for our cleaning crew; trash gathered, open foods discarded, all sails properly folded and bagged. Failure to do so will result in a \$500.00 service fee.
- (12) In case of a mechanical breakdown, unrelated to charterer'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 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.
- (13) 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.
- (14) You agree that Bluenose Yacht Sales, LP or the owners, captains, brokers or agents of the vessel will not be responsible for liability to you, your crew or your personal belongings.
- (15) You agree that you understand the use of all equipment and the operation of the vessel itself before departing on your cruise. If you do not, please ask for clarification so that you are completely comfortable being the Captain for your charter.
- (16) If you stop up a marine head and we have to unclog, there will be a service charge including travel time and fuel. Make sure all crew understands the operation of the head.
- (17) You are responsible to listen to daily weather forecasts on VHF radio. If you ever have any questions we can be reached by cell phone. You are ultimately the Captain of your chartered vessel. If the weather forecast is for winds over 25 knots, you are required to contact us via phone or email for instructions and guidance. We are not responsible for weather conditions during your stay and there are no weather refunds.
- (18) If the engine fails and cannot be repaired within 24 hours of being reported, and if such failure is not due to your negligence, you will be moved to a replacement boat if one is available. If a replacement boat is not available, you will be credited for the unused portion of your charter.
- (19) You will be responsible for repairing any sails damaged during the course of the charter beyond usual wear and tear. If the sail is unrepairable, the charterer will be responsible for the cost to replace the sail, with an adjustment made based on the age of the sail (to be determined independently by North Sails).
- (20) 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.
- (21) 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.

- (22) **BINDING EFFECT.** This Agreement shall be binding upon and shall insure to the benefit of the parties hereto and to their respective heirs, executors, administrators, successors and permitted assigns.
- (23) **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 party relying upon any statement, understanding, representation or agreement made by the other not embodied in this Agreement.
- (24) **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.
- (25) **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.
- (26) **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.
- (27) **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.
- (28) **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.
- (29) **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.
- (30) **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.

- (31) 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.
- (32) 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 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, LTD, One commercial Wharf, Newport, RI 02840. Any notice shall be effective only upon delivery.
- (33) Upon failure of the charterer to perform or observe this agreement herein, Bluenose Yacht Sales, LP may forthwith repossess the vessel and retain the entire charter fee, provided that such repossession shall not release the charterer from his obligations 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 Charterer

Printed Name of Bluenose Yacht Sales, LP
Authorized Representative

Printed Name of Charterer

Date

Date