

## VACATION YACHTING AGREEMENT:

|  |   |                   |    |
|--|---|-------------------|----|
| <b>FOR THE YACHT: Billy Jean LOA: 44' Jeanneau</b> |   |                   |    |
| OWNER/CAPTAIN                                      | Curt & Victoria Dieterle                | CLIENT            |    |
| ADDRESS  | 3801 Crown Bay / Suite 203 # 21         | ADDRESS           |    |
| CITY/STATE/ZIP                                     | St. Thomas, US Virgin Islands 00802     | CITY/STATE/ZIP    |    |
| PHONE  | 340-690-4315                            | PHONE             |    |
| EMAIL  | sailingbillyjean@aol.com                | EMAIL             |    |
| Vacation Begins:                                   | 12 Noon on ____/____/____               | Beginning Port    |    |
| Vacation Ends:                                     | 12 Noon on ____/____/____               | Ending Port       |    |
| # of Charterers                                    | ____ Guest for ____ nights              | Navigation Limits |    |
| <b><u>PAYMENTS &amp; FEES</u></b>                  |   |                   |    |
| TOTAL FEE  | Rate: \$                                |                   |    |
|  | DEPOSIT AMOUNT                          | For Booking       | \$ |
|  | 2 <sup>nd</sup> deposit if applicable   | ____/____/____    | \$ |
|  | BALANCE: Due 30 prior to charter start. | ____/____/____    | \$ |

**INCLUDED IN THE FEE** is all the meals on board the yacht. Also included is the standard ship's bar, use of available water toys and all yacht amenities.

**NOT INCLUDED IN FEE:** Special request liquors/vintage wines not normally part of Standard Ship's bar, requested dockage during the term of the charter, shore side transfers, excursions, or shore lodging and a 15 to 20 percent crew gratuity.

**I Marina fee (usually mid week), mooring fees, BVI Cruising permit and Taxes.**

**DISBURSEMENT OF FUNDS:** After payment to the Broker, all applicable funds will be transferred to an escrow account, specifically: DY Charters.

|                      |  |       |  |
|----------------------|--|-------|--|
| <b><u>Broker</u></b> |  |       |  |
| Agency               |  | Phone |  |
| Contact Person       |  | Fax   |  |
| Address              |  | Email |  |

**BROKER REPRESENTATION:** The OWNER and the CHARTERERS each acknowledge that the BROKER is entitled to the customary and usual brokerage fees in connection with this yachting vacation, and any extensions, renewals or subsequent charters requested by the CHARTERERS for a period of two years. It is further understood that the sole function of the BROKER is solely that of arranging this vacation and forwarding monies in accordance with the Disbursement of Funds herein stated, and that the BROKER is in no way responsible for actions of the CHARTERERS, OWNER, YACHT or Captain and Crew. Further, the BROKER shall not be responsible or liable for loss, injury, death or damage to the persons or property suffered of incurred by any person in connection with this Agreement.

**Trip Interruption / Trip Cancellation Insurance** The purchase of trip, health, accident, baggage and cancellation insurance is highly recommended. Please note as appropriate below:

- YES, I have purchased Travel Protection Insurance.
- NO, I do not want Travel Protection Insurance.

The OWNER agrees to deliver the yacht at the time and place stated, and the CHARTERERS agree to pay the fee and other agreed charges on or before the dates specified in this Agreement. The CHARTERERS acknowledge that he/she has read and understand the entire Agreement, including the Terms & Conditions on the reverse. The CHARTERERS warrant that his/her signature on this Agreement represents consent of all CHARTERERS to be bound by the terms of this Agreement as if they had each individually signed same. To the true and faithful performance of the foregoing agreement, the said parties bind themselves, their heirs, executors, administrators and assign each to the other. IN WITNESS WHEREOF, the parties have hereto set their hands:

**For the Yacht:**

By: (Print Name): \_\_\_\_\_  
Date: \_\_\_\_\_

Witness

**For the Charterers:**

By: (Print Name): \_\_\_\_\_  
Date: \_\_\_\_\_

Witness

Please read and initial the reverse side (page # 2) of this contract, if not initialed then the signatures above bind the reverse (page # 2).

## TERMS & CONDITIONS

**PAYMENT & FEES:** N/A 50% deposit is due at the signing of this Agreement unless vacation dates are more than 6 months from the signing of this agreement, in which case 25% deposit is due at the time of signing and another 25% deposit is due 6 months in advance of the vacation dates.

**The balance is due** 30 days prior to the beginning date of charter.

**CANCELLATION:** If the CHARTERERS cancel, all payments shall be forfeited as agreed upon liquidated damages. Refund shall be made to the CHARTERERS if the Yacht shall be re-hired for the same term; or a pro rata refund if re-hired for part of the same term. If the OWNER must cancel, the OWNER shall refund all payments received from CHARTERERS and agrees to pay full commission to BROKER except where Owner's cancellation is due to Force Majeur as described below.

**DELIVERY/ACCIDENTS/UNFORESEEN CIRCUMSTANCES:** The OWNER agrees to deliver the yacht to the beginning port in full commission, in proper working order and ready for service. However, should it be impossible for the OWNER to make delivery as agreed, or should the yacht, during the period of this Agreement, be lost, stranded, or disabled by an accident, breakdown or other unforeseen circumstance, or unable to perform this Agreement because of fire, perils of the sea, or other unavoidable accident rendering her unfit for use or purpose of this Agreement, not brought about by an act or fault of the CHARTERERS, the OWNER shall not be in default as long as delivery or repair is made within 24 hours. OWNER shall either extend the agreed upon period by the time delayed or shall reduce the fee pro rata to the actual period, whichever is mutually agreed by CHARTERERS and OWNER. If delivery or repair is not made within said 24 hours, CHARTERERS are entitled to treat this Agreement as cancelled by OWNER and shall receive a full refund on a pro rata basis.

**DRUGS AND OTHER ILLEGAL ACTIVITIES:** the use, transportation, or possession of illegal drugs or narcotics (including marijuana) or of any other contraband, or the participation in any other unlawful activity is strictly prohibited. The participation in any of these activities by CHARTERERS, or by any guest of the party constitutes a breach of the charter and shall be cause for immediate termination of this Agreement, the CHARTERERS to be put ashore at nearest port without refund of any and all payments made by CHARTERERS, and Charterers will be held responsible for any loss or damage to the yacht due to any such violations.

**RUNNING EXPENSES:** The fee includes all food and standard bar & beverages, and all expenses related to the operation of the yacht including fuel (except in the case of some power yachts), water and the use of advertised water sports equipment on board. The fee is generally exclusive of special request charges such as dockage & mooring requested by the CHARTERERS, gratuity, rental of sports equipment not inventoried by the yacht, premium beverages, off yacht excursions or meal & drinks ashore, telephone and other communications, and other similar expenses incurred by the Charterers. Any such special charges incurred by the yacht are to be paid to the crew in cash or traveler's checks. Please refer to the detailed Included / Not Included lists on the front of this Agreement for your yacht's specific expenses, which terms shall govern this Agreement. Not included in fee is 15 to 20 percent crew gratuity.

**FORCE MAJEUR:** Force Majeur means any cause attributable to acts, accidents, weather or omissions beyond the reasonable control of the OWNER or the CHARTERER. No warranty is made as to the suitability of weather with respect to this trip. If a Named Storm threatens or is forecast to threaten the location/expected location of the chartered vessel as determined by the Captain in his sole discretion, the Captain shall have the option of terminating the charter if CHARTERERS have boarded or of refusing boarding if the charter has not yet commenced. The Captain's decision to terminate or refuse boarding shall be final. Upon such termination, the Captain shall immediately disembark the CHARTERERS at the nearest safe port. Under no circumstances will a cash refund be provided for cancellation due to weather.

**INSURANCE:** The OWNER represents that the Yacht is insured against fire, marine and collision risks, and with protection and indemnity coverage as well as carrying appropriate liability insurance.

**DISCLAIMER:** The OWNER accepts no responsibility or liability for any injury suffered by the CHARTERERS or any member of their party, specifically, but not limiting the foregoing statement, any accident, injury, or death due to sailing, swimming, scuba diving, snorkeling, boardsailing, water-skiing, and other related sports, or the operation of the yacht's dinghy or outboard motor, whether or not such equipment for such activities has been provided by the OWNER, outside contractor or third parties, or the CHARTERERS, and regardless of whether such injury occurs onboard the Yacht or elsewhere.

**AUTHORITY:** The OWNER shall provide the yacht with a captain and crew appropriate for her size. The captain shall be competent in navigation and piloting, and shall be appropriately licensed. The Captain shall have sole responsibility for the safe operation of the yacht and he/she shall remain in full command of the yacht and his/her decisions as to anchoring, sailing, weather and other matters that may affect the safety and well being of the Charterers and yacht, shall be final.

**CHARTERERS' RESPONSIBILITY:** The CHARTERERS agree to be responsible for and to replace or make good any injury to the yacht, her furnishings or equipment caused by themselves or by any of the CHARTERERS' party, through carelessness, abuse or neglect, normal wear and tear excepted, and to satisfy any indebtedness that may have been incurred for account of or by order of the CHARTERERS, including reasonable attorney's fees.

**RESTRICTED USE:** The CHARTERERS agree that the yacht shall be used exclusively for pleasure purposes, and will not in any way violate the Revenue Laws of the United States or of any other Government which may have jurisdiction. The CHARTERERS agree not to assign or transfer this Agreement without prior written consent of the OWNER. It is agreed and expressly understood that the CHARTERERS are not the brokers, servants, nor employees of the OWNER in any way whatsoever and the OWNER shall not be responsible for any injuries or damages caused by the CHARTERERS or any member or guests of their party.

**ARBITRATION:** All parties to this Agreement agree to submit to binding arbitration under the guidelines of the American Arbitration Association to resolve any dispute that should arise as to the provisions of this Agreement. Such dispute shall be referred to a panel of three arbitrators; one chosen by the OWNER, one by the CHARTERERS and the third by the two arbitrators already chosen. Any litigation or arbitration arising from this charter or Agreement shall be held in the state of the OWNER (St. Thomas, US Virgin Islands), unless both the OWNER and CHARTERERS mutually agree upon another location. Any prevailing party shall be entitled to costs, expenses, and attorney fees for litigation/arbitration for disputes arising out of this Agreement

**FACSIMILE:** Both parties acknowledge that this Agreement may be transmitted between them by facsimile machine and both parties intend that a faxed contract containing either original and/or copies of the parties' signature shall constitute a binding contract.