

M/Y Nauti Pleasure Yacht Charters

Charterer (Company/Person) _____ Cruise Date _____
Contact Person _____ Cruise Time _____ To _____
Billing Address _____ Estimated Charter Group Size _____
City _____ State _____ Zip _____
Phone # Mobile/Text _____ Home: _____ Work: _____
E-mail address (For Confirmation) _____
Type of Event/Special Considerations _____
Boarding Location: AJ's on the Bayou, 200 Eglin Parkway N.E., Ft. Walton Beach, FL Alternate: _____

Recreational Bareboat Charter Agreement:

Visa – Mastercard – American Express - Discover

Number of Hours Underway: _____
Total Recreational Bare-Boat Charter Rate**: \$ _____
Reservation Deposit Received + FL Tax: \$ _____
Balance Due Prior to Departure + FL Tax: \$ _____
Incidental Security Damage Deposit Amount: \$ _____

Card# _____

Expiration _____ Security Code _____

Name on Card _____

Signature** _____

***The Captain (Master) fee is not included in the charter fee.** By signing this agreement it is understood that "The Captain or Master" CANNOT be specified by the owner. The Captain identified below was selected by the Charterer from a list of qualified Captains provided by the Owner. The Captain is a qualified licensed and credentialed independent contractor hired directly by "The Charterer". The Captain is engaged in the business of operating the vessel to be rented by the Charterer and is subject to the direction and operational consent of the Charterer at a rate to be determined by the two parties OR at a rate of \$25.00 per hour (4 hours minimum) plus any gratuity payable directly to the Captain. The Charterer agrees to pay the Captain the following amount for his/her services for this charter:
Captain: _____ \$ _____

****The Charterer understands that the chartered vessel shall be returned in original charter condition excluding normal operating mechanical wear and tear. Damages and/or indelible stains resulting from the Charterer or their passengers shall be subject to repair, replacement and/or professional cleaning with proceeds from Charterer's incidentals deposit. In case of damage exceeding Charterer's deposit, Charterer agrees to pay the FULL amount of the vessel owner's per incident insurance deductible as outlined below:**

- The Owner's incidental insurance deductible is 2% of the declared hull value of the Chartered vessel or (\$125,000.00 USD.) which is **\$2,500.00 USD.**
- A credit card hold for incidental damage/security deposit of **\$1,250.00 (50% of the Owner's "per incident" insurance deductible)** is required prior to departure.
- The charter balance is due the day of the scheduled cruise prior to departure of as otherwise agreed between the Owner and the Charterer.
- Pre-boarding and provisioning begins up to 45 minutes prior to scheduled departure or as otherwise agreed with 15 minutes provided for off-loading. (1 hour total)
- The reservation deposit shall be fully refundable **IF** charter is cancelled within 10 days prior to the scheduled cruise date.
- In the event of unforeseen circumstances preventing the charter from occurring the deposit may be transferred to another date within 30 days of scheduled cruise.
- In the event of unforeseen circumstances requiring the Owner to cancel the charter the deposit shall be fully refundable.

Captain & Crew: The "Charterer" understands that the M/Y Nauti Pleasure is a Recreational Bare-boat Charter (Demise) operation. Captain services are not included in the charter fee. All applicable federal, state and local laws, regulations and conditions of such designation as a Recreational Bareboat Charter are in effect and is agreed upon between the contract parties. **The Charterer is aware that they are responsible for the safe navigation of the vessel.** The Charterer will be required by the Owner to contract a qualified licensed Master (Captain) of passenger vessels not less than 25 gross domestic tons. The Charterer shall be responsible for any independent contractor payments to the Captain separate from the fees associated with the charter boat rental. To be considered "The Master" the person must be 1) engaged in the business of operating the vessel, 2) has not contributed consideration for carriage, and 3) is paid for on-board services. This document signed by the Charterer shall serve as a valid contract between The Captain and the Charterer. Initials: _____

Damages: It is agreed that the M/Y Nauti Pleasure is to be returned in the same exact condition as when it was released to the charter party. **An automatic 20% gratuity will be deducted from the deposit in cases requiring excessive clean-up such as but not limited to: (Example: indelible deck/fabric/carpet stains).** Damages sustained while vessel is on charter unrelated to normal wear and tear are the full financial responsibility of the charter party whether intentional, accidental or as a result of negligence. If damages and/or repairs exceed the amount of the security damage deposit, the charter party agrees to be financially responsible for damages up to the full amount of the Owner's per incident insurance deductible which equals two percent (2%) of the declared hull value (\$125,000.00 USD) or Two Thousand Two Hundred Dollars (\$2,500.00). Initials: _____

Catering: The Charterer is allowed to bring all their own food and beverages. The Charterer is responsible for any items required for the proper service of such food and beverage unless otherwise contracted. The charterer and their guests assume responsibility for all catering and cruise costs should the Charterer decide to cancel the charter due to weather conditions or any other reasons. M/Y Nauti Pleasure is not responsible for consequences arising from or associated with adverse weather. In the event of rain reserved charter times will go as scheduled. If weather precludes a charter, charter will be held dockside until weather improves or until scheduled cruise time expires. M/Y Nauti Pleasure shall not be responsible for Charterer's catering costs associated with any postponed, rescheduled or cancelled charter. Initials: _____

Injury/Death: The Charterer is responsible for the actions and safety of their party while on Charter. The Charterer agrees that the potential for death and/or injury to themselves and/or their passengers are an inherent factor aboard a recreational bare-boat chartered vessel. The Charterer agrees that circumstances resulting in death or injury exist beyond the reasonable control of the Owner of the vessel. The Charterer agrees that all passengers boarding the Nauti Pleasure do so voluntarily and at their own risk for injury or death. **The Charterer agrees to indemnify and hold harmless the Owner of the Nauti Pleasure** from claims arising from the Charterer's passengers or themselves which result in accidental death or injury. Initials: _____

Verification: This document represents a contractual agreement between Nauti Pleasure and the Charterer. An e-mail transmission (e-mail) with an electronic signature shall be deemed to be an original and an acceptance of the contract terms. Customer agrees to pay all cost of collections including reasonable attorney's fees. Returned check fee is \$30.00. Declined credit card fee is \$30.00. Initials: _____

Please confirm charter date and charter time prior to returning this contract at leekleys@aol.com. Thank you!

Signed: _____ Date _____

Printed Name: _____

Nauti Pleasure Yacht Charters
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