



VHF CHANNEL: 09 Cruise Abaco
OFFICE-SKYPE: 321-473-3224
MARK'S CELL: 242-577-0148
EMAIL: cruiseabaco@gmail.com

BAREBOAT CHARTER CONTRACT AGREEMENT

PLEASE PRINT, SIGN AND BRING 2 COPIES OF THIS CONTRACT WITH YOU FOR THE CHECK-IN/CHECK-OUT PROCEDURES. BRING YOUR CERTIFIED BANK CHECK PAYABLE TO CRUISE ABACO LLC OR CASH, BOTH IN U.S. FUNDS FOR THE DAMAGE DEPOSIT. BOATS WILL NOT BE ALLOWED TO DEPART UNLESS THE DEDUCTIBLE HAS BEEN RECEIVED. PLEASE CONTACT US IN ADVANCE OF YOUR ARRIVAL IF YOU HAVE ANY QUESTIONS ABOUT THIS CONTRACT.

Charter Client _____

Boat _____

Date of Arrival _____

Date & Time of Departure Flight _____

Address _____

City _____ State _____ Zip _____

Phone _____

Passport Number _____

Person to contact in case of emergency _____

List Crew Names _____

This Bareboat charter agreement made as of this _____ day of _____, 20____, by and between the owner of the boat, Cruise Abaco LLC or "Owner", and the Charter Client (hereinafter "Charterer").

- 1) 4% Tax to the Bahamas Port Authority will be added to all charters.
- 2) Reservations require 25% deposit with balance due 90 days prior to your arrival. All charters must be reserved and all payments received prior to your arrival.
- 3) You are responsible financially for the deductible amount of our insurance of 5000.00 for loss or damage to boat, dinghy, equipment or any other damage you cause per incident. This damage deposit of 5000.00 in U.S. dollars (Cash, Traveler's Checks or Certified bank check payable to Cruise Abaco LLC) will be required for Bareboat and Captained charters. Your deposit will be returned before you depart provided there is no damage. We offer an Insurance Buy-Down option which reduces your insurance deductible to 2000.00 per incident for a non-refundable fee of 350.00 based on a 7 night charter. For charters extended beyond 7 nights an additional 40.00 per night beyond 7 nights charge will apply. The Insurance Buy-Down option must be purchased at least 2 weeks prior to sailing. NOT included in your damage security deposit is any service call, towing from a shoal or reef and/or returning the vessel back to our base the Great Abaco Beach Resort (or other port) for reasons that were caused solely by the charterer and not Cruise Abaco LLC. The charterer will be financially responsible for any such actions required.
- 4) Cancellations receive a full refund less a 350.00 cancellation fee provided we are able to re-book your week. If we are unable to re-book your week 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 - we offer information on a trip insurance provider upon request.
- 5) Check-in time is 3pm on arrival day. Check-out time is 10am on departure day. All filling of fuel, water and dinghy gas should be completed prior to check-out on your departure day. We need about 1 hour for final check-out so please allow up to 2 hours for check-out on your departure day. Your boat should be returned to our base on your last charter night arriving no later than 4pm (prior to fuel dock closing) or at the latest by 8am on your departure day so you will have ample time to re-fuel the boat prior to check-out. Failure to depart the boat by 10am will result in an additional night charged for your charter.
- 6) Our limits of navigation are Whale Cay to the North and Little Harbour to the South in the Sea of Abaco. You must remain in the Sea of Abaco and are not permitted to go into the open ocean at any time during your charter unless special permission is granted to go north of Whale Cay - we must approve both north and south bound passage on the day you intend to make either of the passages. This will involve purchasing our Extended Cruising Area option for 250.00 which will allow you to go as far as Spanish Cay and Munjack Cay to the north. This Extended Cruising Area option must be arranged and paid for at least two weeks prior to sailing. Should the boat travel beyond our limits without purchase of the area extension along with weather approval by Cruise Abaco in each direction you will lose your deposit and be asked to immediately depart the vessel with no refund. If you venture north of Spanish and Munjack Cays boundaries regardless of area extension purchase you will have violated this contract agreement and will subsequently lose your deposit and will be asked to leave the vessel immediately with no refund.
- 7) No moving of the boat is permitted from sunset to sunrise. Dinghy use in harbors is permitted after dark with diligent use of portable flashlights. When sailing or motoring the dinghy should be secured in the davit. Towing the dinghy is strictly prohibited. You must be 21 or older to operate the dinghy and no operation of boat or dinghy if under the influence of alcohol.

Initial Here _____

8) If you run aground or hit anything you are required to hit MOB on your GPS and report the incident to Cruise Abaco on VHF channel 09 or 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 damage deposit and will be the financial responsibility of the charterer. Any necessary repairs will be deducted from your damage 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 you run aground and do not report this to us we will require a haul-out at your expense during your time here. If the vessel is inoperable due to damage caused by the charterer then the charter is terminated immediately with no refund.

9) 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 charter.

10) After check-out of your skills you may be required to have a Captain/Instructor with you during the operation of the boat for the first day or the entire trip, to be determined by Cruise Abaco, LLC. The additional Captain's fee is 250.00 per day plus 4% tax to be collected prior to departure. The charterer agrees that you are competent to handle the chartered vessel with sufficient seamanship and piloting qualifications to operate the vessel. 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) Charterer to pay for diesel fuel, gasoline, water, dockage and/or mooring fees. Groceries and liquor are not included. Tips to Captains are not included (normally 15% to 20% of the Captain fee).

12) All boats will have full water and fuel and all fluids will have been checked upon your arrival. You must fuel and water the boat prior to check-out on departure day. **WATER:** You are required to either fill boat prior to departure at the end of your trip with Cruise Abaco, LLC staff present or provide a receipt or we will charge you for a full tank of water. **If water tanks are not filled you will be charged for estimated cost of water plus a 50.00 service fee.** **FUEL:** You are required to refill diesel, dingy gas and oil prior to your departure at the end of your trip with Cruise Abaco, LLC staff present or provide a receipt or we will charge you for refilling such. **If fuel is not refilled you will be charged the estimated cost plus a 50.00 service fee.**

13) Your damage deposit also serves as a cleaning deposit. If the boat is not clean when we do final inspection you may be asked to pay a \$150 cleaning fee that would be deducted from your deposit or paid in cash by you. 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 base of each cabin. If there is any claim against your deposit your deposit will not be returned prior to your departure as we will need time to settle the cost unless you pay our estimates in cash, all at our discretion.

14) In case of a mechanical breakdown forcing us to discontinue the charter on the vessel you have reserved, we will give you credit for another charter with us or place you on a boat with 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 in the Bahamas.

15) In the event of a hurricane watch or warning posted in our area within a week of your scheduled arrival we will reschedule or issue a full refund (less credit card fees), your choice.

16) You agree that Mark Gonsalves, Patricia Gonsalves, Cruise Abaco LLC, or the owners, captains, brokers or agents of the vessel will not be responsible for liability to you, your crew or your personal belongings.

17) 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.

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18) If you stop up a head and we have to unplug, there will be a service charge including travel time and fuel. Make sure all crew understands the operation of the head.

19) You are responsible to listen to daily weather forecasts @ 8:15am on channel 68 (The Cruiser's Net). If you ever have any questions we stand-by on VHF channel 09 or we can be reached by cell phone. You are ultimately the Captain of your chartered vessel. If the weather forecast is over 25 knots you are required to contact us on the phone, VHF or email for instructions and guidance. Do not sail your boat in winds over 25 knots as you will be responsible for sail damage. You may be required to stay in safe port or have a Captain move your boat in bad weather conditions, to be determined by Cruise Abaco. We are not responsible for weather conditions during your stay and there are no weather refunds except per our hurricane policy.

20) If the sails or engines break and can not be repaired within 24 hours of your reporting this 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.

21) INDEMNIFICATION. Charterer agrees to indemnify, pay the defense costs of, and hold harmless Mark Gonsalves, Patricia Gonsalves and Cruise Abaco, LLC, 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.

22) 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.

23) 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.

24) 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.

25) 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.

26) RECORDING. Neither this Agreement nor any memorandum thereof shall be recorded and any attempted recordation hereof shall be void and shall constitute a default hereunder.

27) 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.

Initial Here _____

28) 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.

29) GOVERNING LAW. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Florida without reference to principles of conflicts of laws.

30) 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.

31) 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 Brevard County, Florida. All parties hereto hereby 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.

32) 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.

33) 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 as follows

If to Owner
Cruise Abaco, LLC
c/o Mark Gonsalves, Member
431 Third Avenue, Indialantic, Fl. 32903
Email: cruiseabaco@gmail.com

If to Charterer _____
Or to such other address as either party may from time to time specify in writing to the other party. Any notice shall be effective only upon delivery.

35) Upon failure of the charterer to perform or observe this agreement herein, Cruise Abaco 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 Cruise Abaco LLC as provided in this agreement.

Charter Client Signature _____ Date _____

Print Name _____

Cruise Abaco Representative _____ Date _____

Print Name _____

FOLLOWING TO BE COMPLETED UPON CHECK-IN/CHECK-OUT

CHECK-IN

Amount of Deposit Held \$ _____

Cash ____ Traveler's Checks ____ Certified Bank Check ____

Received Deposit/Captain Signature _____ Date _____

Captain Printed Name _____

Client Signature _____ Date _____

Client Printed Name _____

CHECK-OUT

Client (Charterer) is satisfied with the charter, boat, and service provided and has received his damage deposit less any damages incurred during the charter as indicated below. It is further understood that there are no refunds of any monies collected for the charter from this point on and it is deemed as completed and accepted as such.

Returned Deposit Amount \$ _____

Returned Deposit/Captain Signature _____ Date _____

Captain Printed Name _____

Client Signature _____ Date _____

Client Printed Name _____