

YACHT CHARTER AGREEMENT

The owner agrees to let the yacht to the charterer and not to enter into any other agreement for the charter of the yacht for the same period.

The charterer agrees to hire the yacht and shall pay the charter fee, the security deposit, the advance provisioning allowance and any other agreed charges, in cleared funds, on or before the dates and to the account specified in this agreement.

Yacht Name :			
Type		Flag	
Length		Number of Cabin	
Port of Registry		Number of Crew	

YACHT OWNER OR REPRESENTATIVES

Represented by		Address	
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CHARTERER

Name and Surname		Number of Guests	
Number of Children	Age 0 -12	Nationality	
Address			

CHARTER CONDITIONS

Port of Delivery		Port of Re-Delivery	
Charter Period	From	Hrs on the	
	To	Hrs on the	
Crusing Area		Max. Number of Guest	

CHARTER FEE

Charter fee per day		Total of	
First payment			
Second payment			

OTHER REQUESTS OF CHARTERER

Transfer Req.	<input type="checkbox"/> yes	<input type="checkbox"/> no	Food	<input type="checkbox"/> yes	<input type="checkbox"/> no	Other	<input type="checkbox"/> Yes	<input type="checkbox"/> no	<input type="checkbox"/>
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Transfer	
Food	
Other	

Charter fee includes:
Charter fee excludes:

DELIVERY

<p>Owner: The owner agrees to deliver the yacht at the port of boarding in full commission and in proper working outfit as a yacht of her size, type and accommodations, with full equipment, inclusive of that required by law staunch and in good condition throughout and ready for service and agrees to allow demurrage pro-rata to the charterer for any in delivery.</p>
<p>The Owner has to provide under penalty professional and polite crew, good and various kind of food, a daily cleaning service and in general any prior rules to let the boat and his services appears as a good one. If for any reason the owner is not able to deliver the yacht as stipulated above, or is not able to deliver an appropriate alternative yacht of the same size and category, the owner is the only responsible of default. If the delivery is made with more than 24 hours of delay, the Charterer may refuse to accept the delivery by informing immediately the Owner and the Broker: in this case the contract is null and void. The responsibility of the owner is:</p> <ul style="list-style-type: none">a- To refund the Charterer of the whole amount without interestb- To refund the Brokers commissions and expenses.c- The owner will look after organisation and expenses like accommodation, food, transfers until the problem is solved out with in 24 hours.
<p>Breakdowns or Disablement</p> <p>If, after delivery, the yacht at any time is disable by breakdown of machinery, grounding, collision or other cause so as to prevent reasonable use of the yacht by Charterer for a period of more 48 consecutive hours, the Charterer has the options:</p> <ul style="list-style-type: none">a- To extend the charter period to cover the disable time, if next charter period is free.b- During the disable period, the yacht owner will refund the charterer, broker's commissions included. Change the yacht with one of the same type and size offered by the ownerc- The owner will look after organisation and expenses like accommodation, food, transfers until the problem is solved out with in 48 hours.
<p>Captain's Authority</p> <p>The Captain must to be competent, not only coastwise but in deep sea navigation. The captain shall handle clearance and the normal running of the yacht. The Captain shall be responsible for the safe navigation of the yacht and the Charterer shall abide by his judgement as to sailing, weather, wind anchorages, and pertinent matters.</p>

Charterer: The charterer agrees to deliver the yacht, her equipment and furnishings, at the expiration of this charter to the owner at the port of the release. The charterer agrees to be responsible and to replace or make good any injury or loss to the yacht, her equipment or furnishings, caused by himself or any member of party, except for wear and tear from normal use.

Use of the Yacht

The Charterer shall use the Yacht exclusively as a pleasure vessel for the use of himself and his Guests. The Charterer shall ensure that no pets or other animals are on board without the writing agreement of the Owner. The Charterer shall ensure that behaviour of himself and his Guests shall not cause a nuisance to any person or bring the Yacht into disrepute.

The Charterer shall comply and ensure that his Guests comply, with the law and regulations of any country into whose waters the Yacht shall enter during the course of this Agreement.

The Charterer shall ensure that any bonded stores or other merchandise which may already be onboard during the charter are cleared through customs before being taken ashore.

The Captain shall promptly draw the Charterer's attention to any infringement of these terms by himself or his Guests and, if such behaviour continues after this warning, the Captain shall inform the Owner and the Broker if the defaults are serious and dangerous for the safety of the charterer, of the yacht and of his crew. The owner may decide to disembark the Charterer without any refunds. It is also specially understood that possession or use of any illegal drugs and weapons (including particularly firearms) shall be sufficient reason for the Owner to terminate the Charter forthwith without refund or recourse against the Owner.

RESPONSIBILITY FOR CHILDREN

If children are taken on board, the charterer shall be fully responsible for their safety, conduct and entertainment and no member of the crew shall be held responsible for their safety or entertainment.

HEALTH OF CHARTERER'S PARTY

The nature of a yacht charter may render it unsuitable for anybody with physical disability or undergoing medical treatment. By signature of this agreement the charterer warrants the medical fitness of all members of the charterer's party for the voyage contemplated by this agreement. The charterer and his party undertake to have all necessary visas and vaccinations for the countries to be visited.

CANCELLATIONS

Cancellation by the owner: The owner guarantees to organise a yacht to charterer in same condition and same size, or else the owner agree to refund all the money to the charterer paid until the cancellation.

Cancellation by the charterer : Should the charterer give notice of cancellation of this agreement on or at any time before commencement of the charter period the charterer shall remain liable for all payments due prior to and unpaid at the date of cancellation.

a- if the cancellation six or more months before the charter period, 20% of the total of charter fee will be held by the owner/representative (80% of the deposit will be paid back to the charterer).

b- if the cancellation between four to six months before the charter period, 30% of the total of charter fee will be held by the owner/representative (70% of the deposit will be paid back to the charterer).

c- if the cancellation between two to four months before the charter period, 40% of the total of charter fee will be held by the owner/representative or change the booking to following years.

d- if the cancellation in two months before the charter period, 50% of the total of charter fee will be held by the owner/representative or change the booking to following years.

INSURANCE

The owner represents that the yacht is insured against fire, marine and collision risks, and with protection. Indemnity coverage for the charter term and the charterer shall thereby be relieved of any and all liability for such to damage. In the event of accident or injury the charterer shall give the owner or captain prompt notice of same policies of insurance to be held by owner. But should the owner fail to or elect not to carry such as insurance he shall assume the same responsibility as if the yacht were so insured. Owner and his insurance underwriters accept no responsibility for accident, injury or death due to swimming, to use of snorkels, scuba equipment, water ski, windsurfer or other equipment whether or not it is supplied by the owner or charterer. The owner insurance policy is not in protection and indemnity coverage for the charterer. Charterer's liability insurance may be obtained at a nominal on the charterer.

Notice: The Owner agrees to assume all expenses concerning the yacht, the crew wages, water, liquid gas, pilot, laundering expenses for bed and table linen, fuel and oil for 4 hours cruising under power daily and tax harbour in the Turkish waters.

Everyone has agreed to the contents of this agreement and promised to comply to it and a copy has been given to all parties concerned. (charterer, broker, owner / representatives)

The parties understand that this document gives to parties full rights to legal redress in the event of failure to comply with the agreement.

AGENT

CHARTERER

Date:

Date: