

Charter Agreement

*Thank you for your reservation with
Abaco Bahamas Charters.*

*Please fill out the charter agreement and
e-mail it back to me as soon as possible.
I will then send you a Booking Summary
and Reservation Confirmation.*

*Please Note: The contract will not
reflect any deposits you have made, but
the booking summary will.*

*Vicki
Reservation Coordinator
Abaco Bahamas Charters
1-800-626-5690
Or
772-589-2818
Vicki@abacocharters.com*



Hello Patrick,

*It was so nice to talk with you and thank you
for your Abaco Bahamas Charter
reservation.*

*Please find the charter agreement/sailing
resume.*

*If any questions please call 1-800-626-5690
or e-mail Vicki@abacocharters.com*

*Thanks
Vicki*

THIS AGREEMENT, made this _____ Day of _____ 2008,

B E T W E N:

Abaco Bahamas Charters, Ltd. of Hope Town, Bahamas (hereinafter called the "Company")

- and -

Name: Patrick D Roberts

Address: 6802 N Polk Ave Portland OR, 97203

Phone Number: 503-240-9029

(Hereinafter called the "Charterer")

Witnesses that:

WHEREAS:

1. The Charterer is desirous of chartering a boat owned or operated by the Company; and
2. The parties above desire to enter into a written agreement which contains the agreed upon terms and conditions under which the Charterer shall charter such a boat

NOW THEREFORE in consideration of the mutual covenants and agreements hereinafter contained and other good and valuable consideration, the parties hereto mutually covenant and agree with each other as to the following terms and conditions:

1. **Boat to be chartered:** The Company shall provide the 28' Precision along with its dinghy, sailing and living equipment (hereinafter referred to as the "Boat") which shall be detailed to the Charterer before departure by way of a Boat Inventory.

2. **Representation of Competency:** The Charterer represents to the Company that he has the seamanship skills, experience, competency and knowledge of piloting and rules of the sea to safely captain handle and navigate the Boat in the cruising area of the Abacos. In support of this representation, a Sailing Resume is attached in Appendix "A". The Charterer shall not permit any other person to operate the Boat who is not also so qualified. The Company will require the Charterer to demonstrate his competency by way of a 2-3 hour check out sail starting after the Delivery time of the Boat and before the commencement of the charter. If, in the sole discretion of the Company, the Charterer is not able to demonstrate such competency, then the Charterer will be required to hire a suitably qualified Captain at the Charterer's expense. In the event that a suitable Captain is not available, then the Company may cancel this Agreement and will return 50% of the Charter Fee to the Charterer upon receipt of which the Charterer, the Company and the Charterer shall be released from the terms and conditions of this Agreement and any subsequent liability or damages.

3. **Representation of the Company:** The Company represents that it has the full authority to manage, act for, sign for, and accept money personally on behalf of the owner of the Boat.

4. **Arrival & Delivery of the Boat:** The Company agrees to deliver the Boat for an in full commission and in proper working order, outfitted for cruising as befits a yacht of her size by 2:30 PM on the 22nd day of December, 2008 at Hope Town, Abaco, Bahamas. Acceptance of the Boat at that time by the Charterer constitutes full performance and compliance with all obligations and warranties of the Company (see Appendix "B" for Acceptance & Return Document). Should the Company fail to make delivery through causes beyond their control within twenty-four (24) hours of the time above, then this Agreement may be cancelled by the Charterer and any fees received by the Company shall be refunded, which shall be the Charterer's sole remedy.

Minor, non-critical items that malfunction shall not constitute reason for non-acceptance, but in the event that the Boat becomes unserviceable or has critical problems, the Company has the right to substitute another Boat of equal size or greater, equipped in a similar fashion.

If the Charterer and party arrive at the boat after 3pm, the sailing checkout will be done at a mutually acceptable time on the following day. If the Charterer and party arrive at the boat after 5pm, a late arrival fee of \$50/hour for any waiting time after 5pm shall also be due and payable.

- a. **Redelivery and Return:** The Charterer agrees to redeliver the Boat in a clean condition with full water and fuel tanks, and in the same condition as delivered, ordinary wear and tear accepted, at or before 10:00 AM on the 29th day of December, 2008 at Hope Town, Abaco, Bahamas. The Charterer is responsible for allowing sufficient time for redelivery.
- b. Charter shall complete, sign and return to the Company the bottom half of the Acceptance & Return Document of Appendix "B" of this document.

Should it be impossible to make redelivery of the yacht as stipulated above, the charterer shall immediately notify The Company. The charterer shall then be liable to pay: Pro-rata rent for the time that such redelivery is delayed, and all costs or expenses associated with redelivery and any loss of income or expense sustained by the company as a result of the failure to redeliver as stipulated above.

Charter Fees: The fee for the Boat Charter for a maximum of 2 people in the charter party shall be **\$1925.00** + 4% of full charter price is local taxes of **\$77.00** for a total charter fee of **\$2002.00** shall be payable as a wire transferred 50% deposit, as a binding Booking Deposit with this signed Agreement, and the remaining \$Residual paid in cash or with travellers checks prior to boarding on the Delivery Date. All amounts named and payable under this Agreement shall be paid in US Dollars either in cash, traveller's cheques, or direct deposits or wire transfers (made, in advance, to Abaco Bahamas Charters, Ltd. US Account).

After submitting this Agreement along with the binding deposit, cancellation of the Charter by the Charterer with a 45 day notice to the ABC Company the deposit will be returned to the charterer less a \$200.00 administrative fee.

5. **Security Deposit: A Security Deposit of US \$2000.00 is also required prior to boarding at the Delivery Date, and again, payments shall be made to the Company in US Dollars either in cash, travellers cheques, or direct deposits or wire transfers (made to Abaco Bahamas Charters, Ltd. US Account)..** 50% of this deposit will be refunded after redelivery of the Boat as long as the boat is returned in the like condition it was upon boarding. If damages are sustained there will be charges due for cleaning the Boat, or replacing lost or broken items, late redelivery fees, or any other charges applicable under this agreement. Every attempt will be made by the Company to make the refund at time of redelivery of the Boat; however, if inspections for repairs are needed or other time consuming activities, the refund may not be made until the later of, either 10 days after the redelivery is made, or when quotes are received by the Company for any repairs and parts needed. The other 50 % of the security deposit refund will be made within 15 days after the charterer returns the boat to allow time for a full bottom inspection to be done.

6. **Running Expenses:** The Charterer agrees to pay all running expenses during the term of the charter; including fuel, water, oil, pilotage, mooring fees, port charges, provisions and supplies for himself and his party. All fuel and water tanks shall be full prior to delivery and the Charterer shall refill all fuel and water tanks prior to redelivery back to the Company, or pay the Company's time and expenses to replenish these consumables with a minimum fee of \$60 plus the cost of the consumables.

7. **Daytime Operation:** The Charterer agrees to only allow the Boat to travel during daylight hours. The Charterer shall bear the full liability for any and all damage to the boat and injuries to personnel as a result of any night time travel.

8. **Cruising Area and Navigation Limits:** The Charterer agrees to operate the Boat within the cruising grounds of the lower Sea of Abaco, from Little Harbour in the south, to Green Turtle Cay at the northern limit, and always inside the outer cays, i.e.: always on the Sea of Abaco west of the Abaco Cays and not in the open Atlantic or close to the barrier reef.

The only exception to this applies to transits of the Whale Cay Passage which may call for a brief passage east of Whale Cay before re-entering the Sea of Abaco. The Whale Cay Passage should only be made after listening to reports that assure the Charterer that it is safe to make such a transit (e.g.: Cruisers Net report each morning at 8:15am on VHF 68). Charterers going north through the Whale Cay Passage should ensure that they have enough time in view of weather forecasts to return southbound to make their redelivery date and time.

The Charter agrees to ensure that he has and uses current navigation charts or other aids to avoid rocks and running aground. Current and accurate charts are provided on board to the charterer upon his arrival.

On a "best efforts" basis, the Company will try to provide help and support to the Charterer in case of mechanical or other failure via his chase boat as far north as Bakers Bay, Great Guana Cay and as far south as Little Harbour.

9. **Extended Cruising Area:** The Charter may arrange to extend the cruising area subject to prior arrangements with the Company which must be confirmed in writing and signed by the Company via Appendix "C" to this Agreement, and may involve additional fees and security deposit money. If the Charterer operates the Boat outside the approved Cruising Area, he shall be liable for any and all costs of providing help in case of mechanical or other failure, or for any and all expenses involved in recovering the Boat to Hope Town, no matter how caused.

10. **Optional Assistance:** If the Charterer feels he needs extra familiarization time beyond the 2-3 hour check out, this can be made available, if during the checkout, it is obvious that the Charterer needs more experience or familiarization time, this help shall be charged at modest rates, if such help is available.

11. **Insurance & Dinghy:** The Company agrees to keep the Boat insured against fire, marine, and collision risks with protection and indemnity coverage. The Company provides one million dollars of P&I Liability Insurance and one million dollars Passenger Liability Insurance. The Charterer is advised that, if they feel the need to obtain higher insurance, then they should make their own arrangements for this. The Charterer is responsible for ensuring that the dinghy is properly secured to the Boat.

12. **Negligence:**

13. **Governmental Fines or Penalties:** The Charterer is responsible for any fines or penalties incurred by the Boat during the Charter caused by being in violation of any Government rules, such as, but not limited to, not mooring on reefs, illegal fishing, and not conforming to customs procedures.

14. **Mechanical Breakdown:** The Company agrees that should the Boat after Delivery sustain a breakdown or be disabled or damaged so as to prevent the use of the vessel by the Charterer for a period of not less than twenty four (24) consecutive hours at any time, the same not being brought about by any act or default of the Charterer, the Company shall make a pro-rated return of the charter fees to the Charterer for such period in excess of the same twenty four (24) hours that the Boat shall be disabled or unfit for use, which shall be the Charterer's sole remedy.

15. **Replacement:**

16. **Liens & Repairs:** Neither the Charterer, nor anyone in the charter party, nor anyone acting on his behalf has the right or power to permit or suffer the attachment of any form of lien against the Boat. Further the Charterer agrees to indemnify the Company for any charges or losses in connection therewith, including attorney fees. The Charterer is responsible for any adverse consequences of any unauthorized repairs made during the charter

17. **Indemnity:** The Charterer agrees to release, defend and hold harmless and indemnify the Company and the Company from any and all liabilities for loss or damage to the Charterer, the Charterer's family, guests, employees, invitees, agents, third parties and their property occasioned by the negligence or default of the Charterer except to the extent that any such liability is covered by the Company's insurance.

18. **Swimming and Skin Diving:** The Charterer agrees that neither the Company nor the Company shall be responsible for any accidents, injuries or deaths due to swimming, jumping, diving from the Boat, windsurfing, or the use of snorkels, masks or allied equipment, such as self contained underwater breathing apparatus (Scuba) equipment or sailboards whether or not the equipment is provided by the Company or Company. The Charterer agrees to release, defend and hold the Company and the Company harmless from any damages, fines, lawsuits or other expenses arising from such activities.

19. **Restricted Use:** The Charterer agrees to only employ the Boat exclusively for pleasure purposes during the term of the Charter. The Boat shall not be used to transport merchandise or carry passengers for reward or to engage in any trade whatsoever. Nor shall the Boat be used in any way which violates the laws of any country in which the Boat is operated during the Charter. The Charterer agrees to release, defend and hold the Company and the Company harmless from any damages, fines, lawsuits or other expenses arising from such violations.

23. **Prohibition of Drugs, Guns, Contraband and Illegal Aliens:** The Charterer acknowledges that the possession of certain drugs, contraband, any form of gun, and carrying of certain aliens is illegal and in addition to these being criminal acts either in the Bahamas or the USA, their laws also provide for the forfeiture of any vessel used in connection with these. Should such forfeiture take place, the Company or the Company reserves the right to restitution for any expense or liability incurred, including legal fees. The Charterer acknowledges the foregoing and accepts responsibility for those violations of Bahamian laws that occur during the term of this charter by himself, members of his crew and guests.

24. **Limitation of Liability:** The Charterer's damages for any breach by the Company shall be limited to the return of the charter hire fees. The Company and Company shall not be liable for any consequential or incidental damages. The Company is acting as the Boat Owner's agent who shall be protected by all protections granted to the Company under this Agreement.

25. **Assignment and Sublet:** The Charterer shall not assign this Agreement or sublet the Boat without the written consent of the Company.

26. **Charter's Authority over Crew:** It is agreed that the full authority regarding the operation and management of the Boat is hereby transferred to the Charterer during the Term of this Agreement. For the purpose of enforcing this Agreement, any action carried out by members of the Charterer's party, or those of a Captain who needs to be hired during the Charter, shall be deemed to have been authorized or carried out by the Charterer.

27. **Demise Bareboat Charter:** This charter shall be at all times construed as a Demise Bareboat Charter and pursuant thereto the Charterer shall keep the yacht clean and in good repair and will redeliver the yacht at the end of the charter free and clear of all indebtedness, liens, or other charges of any type whatsoever.

28. **Radiotelephone:** It is agreed that the Radio on the yacht shall be used only by adults in accordance with Communications Regulations and Procedures. Any charges for marine communications accrued shall be declared and paid by the Charterer upon redelivery of the Boat. If the Charterer fails to declare and pay such charges, they agree to pay the said charges within 30 days of being invoiced plus a \$200 late fee.

29. **Engine Operation:** The Charterer agrees to operate the engine(s) in accordance with the engine instructions and limits. In the event that any warning light or alarm occurs, the Charterer shall stop the engine or engines with the said warning. The Charterer shall then take steps to notify the Company as soon as possible of the warning. The Charterer is responsible for any damage due to operating the engines outside of recommended limits or whilst there are known problems or warning or alarm on the engine(s).

30. **Disposal of Garbage:** The Charterer shall bag all garbage, and full bags should be stored in forward hatches prior to disposal as soon as possible at disposal sites in ports or marinas.

31. **Assignment:** This Agreement may not be assigned or delegated by either party without the written consent of the other party hereto.

32. **Severability:** If any term or provision of this Agreement be found to be invalid or unenforceable in whole or in part, it may be severed, and shall not impair or affect any other term, provision or restriction or part thereof.

33. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties pertaining to the subject matter of this Agreement, and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written.

34. **Communications:** In the event of problems arising, the Charterer should contact the Company either by VHF Channel 16 or by phoning 242-366-0151.

35. **Governing Law:** The laws of the Bahamas shall govern the validity, performance, enforcement, interpretation and any other aspect of this Agreement.

36. **No Waiver:** No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior or subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative.

37. **Successors and Assigns:** This agreement shall ensure to the benefit of and are binding upon the parties hereto and their respective successors and permitted assigns.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement on the day and year first above written.

Please put your typewritten signature below

By: _____
Charterer's Signature

by: _____
Jim Montgomery or Sherman Kemp

Date: _____

Date: _____

Appendix "A"

Charter Captain's Sailing Resume (Most recent experience first)

<u>Year</u>	<u>Type of Boat Sailed</u>	<u>LOA</u>	<u>Where</u>	<u>Crew Position</u>	<u># of Days</u>	<u>Comments</u>
2007	Catalina	22'	Key Largo, FL	skipper	4	day sails - charter
1996	Beneteau	44'	St. Lucia – St Vincent & Grenadines	skipper	7	charter
1995	Catalina	32'	San Juan Is, WA	skipper	3	charter
1994	Beneteau	38'	Desolation Sound, Canada	skipper	7	charter
1990	Catalina	32'	San Juan Is, WA	skipper	7	charter
1986	various	40'-72'	Tortola, BVI - Antigua	deck-hand	3 mo	Crew on live aboards and deliveries.
1985	Nicolholson	48"	Gibraltar - Tortola, BVI	deck-hand/navigator	28	trans-Atlantic
1984	?	48'	Ft, Lauderdale – St. Thomas, USVI	deck-hand	7	delivery crew
1984	Valiant	40'	Beaufort, SC – W.PalmBeach, FL	deck-hand	9	Intracoastal Waterway

Sailing Qualifications

In addition to deep water and island cruising listed above, we sailed together weekly last summer during the summer as part of a refresher course on the Columbia river in Oregon.

Previous Insurance Claims from sailing of own Boats or other Charter Boats (if any)

None

Signed _____

Date _____

Appendix "B" (To be filled out in person)

Boat Acceptance & Return

Boat Acceptance

After viewing the Boat, I accept the Boat and its Inventory under paragraph 4 our Agreement

Signed _____ Date _____
Charterer

Boat Return

I am returning the Boat under paragraph 5 our Agreement. During the charter:

- a. The Boat did not come in contact with any other boat _____
 - b. The Boat did come in contact with another boat _____

 - c. The Boat did not touch the bottom of the sea or rocks or shore at any time _____
 - d. The Boat did touch the bottom of the sea or rocks or shore at some time _____

 - e. Nothing on the Boat was lost or damaged _____
 - f. Some loss or damage to the Boat and its Inventory occurred _____
- | <u>YES</u> | <u>NO</u> |
|------------|-----------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

Please check the above as appropriate, and if you checked any of b, d or f above, please give full details* below....

Signed _____ Date _____

Signed _____ Date _____

Appendix "C"

Extension to Cruising Limits

The remainder of the terms of paragraph 11 of this Agreement shall apply.

Signed _____
Jim Montgomery

Date _____