

Island Thyme Charters
Bareboat Charter Agreement

Name _____
Address _____
City _____ State _____
Zip _____ Cell _____
Email _____ Emergency _____
Contact _____ Cell _____

Terms

The charterer is the individual named above and is the person in charge and must be on board at all times.

The charterer is responsible for guests.

The boat must be returned to the same slip and in clean condition ready for the next Charterer's usage. The boat shall be free and clear of any liens or indebtedness incurred by the charterer.

Boats not returned in "sailing ready" condition will be charged a cleaning fee. That fee will be deducted from the security deposit. The charterer is responsible for the return of the boat and equipment in the same state in which received. The charterer agrees to pay in full for any repairs or replacement if the equipment is damaged or lost as a result of negligence.

Damage Deposit Options:

_____ (initial if chosen) Refundable \$ 1,500.00 security deposit is due at the time of boarding. The charterer agrees to allow Island Thyme Charters LLC to hold deposit funds on the credit card on file.

_____ (initial if chosen) Non-Refundable \$ 50.00/day Daily Damage Fee instead of Refundable deposit. Deposit and Cancellation:

33% Booking Deposit due at time of booking. The remaining balance, Daily Damage Fee, and due before boarding.

Cancellations:

The booking deposit is refundable up to 15 days before the charter starts. Cancellations of less than 15 days will result in forfeiture of the deposit.

I agree to follow the policies for rental set by Island Thyme Charters LLC, which include but are not limited to

I will not sail outside the designated area set by Island Thyme Charters LLC.

I will sail during daylight hours only.

I will follow all safe boating regulations at all times. Island Thyme Charters LLC strongly encourages the use of PFDs at all times.

I will return the vessel in a clean and same condition as it was when I received it.

I will not use the equipment in a manner inconsistent with the intended use.

I will not operate the vessel while under the influence of alcohol or drugs of any kind regardless of the degree of impairment.

The charterer shall provide and pay for the master and crew of the vessel. The Charterer shall select and direct said master and crew. The duties of the crew shall be directed and controlled solely by the Charterer. The master of the vessel shall serve at the discretion of the Charterer.

The master must have sailing and operation experience with multihulls. Island Thyme Charters reserves the right to refuse any master that is not qualified. The master must have at minimum a 100t Merchant Mariner Credential in good standing. Local qualified masters include: Hilroy Humphreys (503)3097582 Daren Edwards(340)3323193 Kenny Wallcot (340)6900651 Lance Larsen (Panchi) (340)6266095. The charterer shall review and evaluate each licensed officer as to his ability and skill in the position employed and assure the Owner as to the qualifications of the chief engineering staff.

I AM AWARE THAT SAILING IS A DANGEROUS SPORT AND I AM AWARE OF THE DANGERS OF SAILING. I understand that the sport of SAILING, and other related water activities involve inherent and other risks of INJURY and DEATH. The risks include but are not limited to: physical exertion, inclement weather, capsizing of watercraft, immersion in water, hypothermia, accidents or illness in remote areas, equipment failure and malfunction, drowning, and loss or damage to personal property. I voluntarily agree to expressly assume all risks of injury or death that may result from the use of this equipment.

I UNDERSTAND THAT MANITOWOC MARINA, LLC. IS IN NO WAY RESPONSIBLE FOR MY SAFETY OR THE SAFETY OF THE EQUIPMENT I AM RENTING. I understand that Island Thyme Charters, LLC makes no warranty as to the fitness or suitability of the equipment. I confirm that I am physically fit to operate and use said equipment and that I understand the equipment's use and function. I understand that I am fully responsible for my own safety and risk.

_____ (Initial) I agree to assume all risks in connection with the use of the equipment leased under this Agreement, whether foreseen or unforeseen and further, I hereby agree to indemnify and defend Island Thyme Charters, LLC, its employees and agents, and hold them harmless from and against any claim, loss, expense or damage arising out of or in connection with the use and operation of the equipment subject to this Agreement, except to the extent any such claim, loss, expense or damage is caused by the negligence

or intentional misconduct of Island Thyme Charters, LLC. This provision is binding on all heirs, assigns, agents, and third parties.

_____ (Initial) Island Thyme Charters, LLC will deliver the Boat Selected to the Charterer at the agreed-upon date and time, provided the Boat Selected is available and deemed seaworthy. In the event the Selected Boat is unavailable or unseaworthy, for any reason, Charterer shall be entitled to a full refund of advanced payments. The full refund of the advanced payments shall be the sole and exclusive remedy available to the Charterer and the Charterer waives any right to any other damages against Island Thyme Charters, LLC including but not limited to compensatory, consequential and punitive damages or expenses (including travel and hotel).

_____ (Initial) I agree to pay for expenses incurred for my rescue or retrieval resulting from my breaking this rental agreement or rental policies set by Island Thyme Charters, LLC.

Boat Selected: Island Thyme

Dates: _____ Time _____

Dingy Requested: _____

Captain Requested _____

Charter Fee: \$ _____ Deposit Received: \$ _____

Captain Fee: \$ _____

Security Deposit Received: \$ _____

Total: \$ _____

Final Payment Received: \$ _____

SIGNATURE: _____ DATE: _____
