



Sail La Vie Boat Rental and School
10271 Yonge St 3rd Floor, Suite 357,
Richmond Hill, ON L4C 3B5

BAREBOAT CHARTER CONTRACT

1. **General.** These Terms & Conditions contain the entire agreement between Sail La Vie Boat Rental and School and Club ("SAIL LA VIE"), Friday Harbour Resort, 10271 Yonge St 3rd Floor, Suite 357, Richmond Hill, ON L4C 3B5 and the individual,

Name and Address

intending to charter the vessel ("Charterer"), (collectively "the parties"), for a charter boats from SAIL LA VIE with respect to the rights and responsibilities of all parties. Notwithstanding that, the parties, the Vessel, the period and the price are stipulated in the invoice provided separately. By paying the deposit on the proposed charter, Charterer agrees to the conditions contained herein.

2. **Payment schedule.**

- a. The charterer will pay 100% of the charter fee at the moment of booking which confirms the booking;
- b. Payment for any add-on options on the day of embarkation.

3. **Boat Delivery.** SAIL LA VIE will deliver the boat to the Charterer only under the following conditions:

- a. Full payment of any balance due from Charterer,
- b. Signature by both parties of the Vessel's delivery contradictory statement (inventory) specifying Vessel and equipment conditions.
- c. Receipt of the following documents from Charterer:
 - i. Copy of Charterer's driver's license or identification card;
 - ii. Copy of Charterer's PCOC card or equivalent; and
 - iii. Listing of charter's crew members with names and telephone numbers
- d. SAIL LA VIE will provide safety, navigation, technical briefing and checkup boating skills before each charter. In the event SAIL LA VIE believes that Charterer's and crew's boating experience is deficient, SAIL LA VIE reserves the right to cancel or modify the charter and will not refund Charterer for payments made to date. If available, SAIL LA VIE may offer to provide an approved skipper at Charterer's expenses. If an approved

skipper is provided, Charterer may not discharge the skipper before completion of the charter, except with SAIL LA VIE's consent.

4. **Boat Re-Delivery.**

- a. The Vessel shall be returned to Friday Harbour Marina fuel dock on the time as specified in this contract.
- b. If re-delivery of the Vessel is delayed by reason of force majeure as defined below, re-delivery shall be affected as soon as possible thereafter and the meantime the conditions of the Agreement shall remain in force but without penalty or additional charge against the Charterer.

In case of delay on return, Charterer agrees to pay SAIL LA VIE the prorated charter fee plus 100% (double rate). Any begun hour beyond the charter term is considered a full hour. If the delay exceed four (4) hours, the Charterer shall be liable to indemnify SAIL LA VIE for any loss or damage which the SAIL LA VIE shall suffer by reason of deprivation of use of the Vessel or cancellation of, or delay in delivery under, any subsequent charter of the Vessel.

- c. If Charterer abandons the Vessel anywhere other than the specified Friday Harbour Marina fuel dock, he agrees to pay SAIL LA VIE all costs and fees incurred to return the Vessel to the specified Friday Harbour Marina fuel dock, as well as a prorated charter fee compensation for the number of hours necessary to sail the boat back to the base.

5. **Warranties and Procedures of SAIL LA VIE**

- a. SAIL LA VIE represents, warrants, and covenants that, at Delivery, the Vessel will comply with all applicable laws and regulations of Ontario including, without limitation, any laws and regulations governing charters and any documentation, registration such that the Vessel may lawfully be used by the Charterer as provided hereunder. SAIL LA VIE agrees to deliver to Charterer a boat in good working order.
- b. Check-in procedures begin at charter start time. Upon check-in, charterer can freely use the Vessel as soon as he has signed the delivery statement and received all the boat documents.
- c. SAIL LA VIE will commit to answer to any reclamation received no later than 1 month after the return of the Charterer.

6. **Representations and Warranties of Charterer**

- a. If the Charterer (or a member of the crew) is to operate the Vessel, the Charterer represents and warrants that the Charterer is experienced, licensed, if applicable, and competent in the handling and operation of a Vessel of the type named in this Agreement and that the Charterer has sufficient practical knowledge of seamanship, piloting, and Rules-of-the-Road to properly exercise full authority over the Vessel. The Charterer shall allow the Vessel to be operated during the Charter Period only by a person qualified to do so.

7. **Responsibilities of Charterer**

- a. At check-in and prior to signing the Inventory Checklist, Charterer will check that boat and equipment is in good working order and up to minimum standards. At this time, Charterer can note with SAIL LA VIE anything it believes contrary or below the standards as set forth in the invoice. Acceptance by Charterer certifies that the obligations of SAIL LA VIE for delivery have been fulfilled.
- b. Upon delivery, Charterer and crew are fully responsible for the Vessel and for any damage to property or injury to persons that could happen including third parties. In the event a skipper has been provided by SAIL LA VIE, Charterer will remain responsible for the boat and the behavior and well-being of crew.
- c. Charterer agrees to be responsible for all crew and passengers on board and binds crew and passengers to the terms provided herein.
- d. Charterer will be responsible for all boat maintenance during the charter and will pay all running expenses

incurred after delivery of the boat, such as mooring fees, local taxes, fuel, oil, water and food.

e. If outside assistance is needed due to problems with the boat, Charterer will promptly notify SAIL LA VIE before incurring any such expense unless delay would risk personal injury or significant property damage. Charterer will keep all invoices and receipts concerning repairs that SAIL LA VIE will reimburse on return day, or as soon as possible. Charterer will take all reasonable steps to prevent the towing of the boat by another vessel. However, if towing is necessary despite all reasonable efforts, Charterer agrees to negotiate and fix the price of towing with the other vessel's captain before operating.

f. Charterer agrees to carry only up to the number of passengers required by security rules of the boat. Charterer agrees that he/she will not transport merchandise or carry passengers for pay or have any other commercial activity such as professional fishing. Lending or renting of the boat is prohibited.

g. Charterer agrees to use the boat as a responsible person and will comply with all laws of Ontario, including but not limited to, fishing regulations. Charterer will hold SAIL LA VIE harmless from and against any and all claims and legal actions arising under or in connection with this Contract for failure to abide by those rules and regulations.

h. Charterer acknowledges that Vessels are allowed to participate only in select regattas approved by SAIL LA VIE. Regatta participation may be subject to a surcharge and increased security deposit. Participation in regattas not approved by SAIL LA VIE is strictly prohibited.

i. The boat must be returned with all gear aboard in the same good conditions as upon departure, in good cleaning conditions, on the specified time.

j. Charterer agrees to pay for any loss or damage not covered by Insurance that can occur on or to the Vessel until return. Charterer remains fully responsible for the Vessel until signature of the return counter-inventory and final disembarkation.

k. Charterer agrees to stay within the approved cruising ground as provided by SAIL LA VIE and/or by law. Charterer agrees to stay within the cruising area of Lake Simcoe.

Charterer agrees not to leave the harbor or mooring severe wind and water conditions or if this conditions are forecasted, if port authorities have prohibited any navigation, if the Vessel is damaged and not repaired, and if any vital equipment such as engine, bilge pump, navigation lights, berth gears, or security equipment are not in good working conditions, if fuel reserves are not sufficient, if, in general, weather, Vessel or crew conditions endanger Vessel or crew. Charterer agrees to follow any navigation and routing instructions which SAIL LA VIE may give him especially in the event of bad weather.

l. Charterer agrees not to operate the boat after dusk.

m. Any likeness or image of you or your party aboard your chartered Vessel secured during your charter may be used by SAIL LA VIE without charge in all media for bona fide promotional or marketing purposes, including without limitation promotional materials of any kind, such as brochures, slides, video shows, advertisements and the internet.

8. Damage Deposit/Insurance Deductible. SAIL LA VIE shall insure the Vessel throughout the Charter with first-class insurers against all risks, on such terms, and subject to such deductible as are customary for a vessel of the Vessel's size, type, and value, extended to provide permission to charter as under the terms of this Agreement and to cover third-party liability.

a. Charterer agrees to pay a refundable insurance deductible pursuant to the of the Vessel's size, type, and value as detailed on the quote provided to you.

1. This deductible shall cover the Vessel against loss or damage to the hull, machinery, gear and equipment of the Vessel, liabilities to third parties for loss or damage to any other vessel or property whatsoever, loss of life or personal injury. Personal belongings are not covered under this insurance policy.

2. If the Vessel is re-delivered by the Charterer not in the same condition in which it was delivered, SAIL LA VIE reserves the right to charge against the Charterer's deductible the cost for repairs and labor needed to return the Vessel to its original condition.

3. Deductible will be refunded to the Charterer after contradictory inventory and control of the condition of the Vessel for the balance of the accounts such as unpaid contractual charges, third party claims, loss or damage not insured by the Insurance policy.

4. An additional damage deposit shall be collected for every incident that occurs thereafter.
5. If the Vessel experiences any loss or damage during the charter, SAIL LA VIE reserves the right to require additional damage deposits as needed.
 - b. In case of any loss or misfortune, it is the duty of the Charterer to mitigate all potential losses recoverable under the insurance procured by SAIL LA VIE. Charterer shall notify SAIL LA VIE immediately of any loss or damage to the Vessel. SAIL LA VIE shall appoint a surveyor to ascertain the damages and coverage shall be.
 - c. In the event of gross negligence by Charterer causing loss or damage to the Vessel, Charterer shall be held liable for the full cost of repairs above the insurance deductible.

9. Contract Cancellation.

- a. Charterer will be able to cancel a reservation within 24 hours after it is made without any penalties and/or charges. If Charterer cancels after 24 hours, Charterer will lose its 50% of payment made. If Charterer has already paid for add-on options, SAIL LA VIE will reimburse Charterer for these expenses.

10. Force Majeure.

- a. SAIL LA VIE shall not be liable for any loss, damages or delay or failure in performance hereunder resulting from any force majeure event, including but not limited to acts of God, fire, action of the elements, epidemics, war (declared or undeclared), warlike actions, insurrection, revolution or civil strife, piracy, civil war or hostile action, strikes or differences with workmen, acts of the public enemy, federal or province laws, rules and regulations of any governmental authorities having or asserting jurisdiction in the premises or of any other group, organization or informal association (whether or not formally recognized as a government), and any other cause beyond the reasonable control of SAIL LA VIE which makes continuance of operations impossible.
- b. In the event of a delay or failure of performance based upon an event described above:
 - i. All payments made towards the charter shall be used as a credit for a future charter. No refunds will be provided.
 - ii. SAIL LA VIE will work with Charterer to book a new charter on a different Vessel agreeable to Charterer on new dates based upon availability and the Charterer's preference. If the parties cannot book a new charter at that time, Charterer's deposit will remain as a credit with SAIL LA VIE and will never expire.
 - iii. SAIL LA VIE will not be responsible for additional costs incurred by Charterer as a result of changes to their charter due to a force majeure event.

11. Additional Delays

- a. If on departure date, the hired boat or equivalent is not available for reason other than a force majeure event, Charterer has the right to the following options, if possible:
 - i. When available, delay the departure time and maintain charter duration;
 - ii. Maintain charter end time and Charterer will be refunded for time the Vessel was unavailable on a prorated basis of charter fee.
 - iii. If delay exceeds one quarter of the charter time, Charterer may cancel the agreement with SAIL LA VIE and be refund for charter fee.
- b. Charterer waives any and all claims, damages, debts, liabilities, demands, costs, expenses, interest, suits and/or attorneys' fees as a result of a delay in the charter.
- c. Any interrupted or shortened charter, any service not used by Charterer, for any reason, is not refundable.

12. **Miscellaneous.**

a. **Governing Laws:** Any legal action arising under or in connection with this contract will be adjudicated in province of Ontario, Canada.

b. **Maritime Liens:** The Charterer shall not incur or allow any maritime lien, salvage, or debt on the Vessel or on SAIL LA VIE's credit. The Charterer shall not abandon the Vessel or enter into any salvage agreement without the SAIL LA VIE's prior written consent. The Charterer shall indemnify and hold SAIL LA VIE harmless against and from any liability for any maritime lien, salvage, or debt that arises on the Vessel or SAIL LA VIE's credit as a result of any act or omission of the Charterer.

Sail La Vie Boat Rental and School

Representative Name and Signature:

Charterer Name and Signature:

Date: