



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

SKIPPERED CHARTER CONTRACT

1. **General.** These Terms & Conditions contain the entire agreement between Sail La Vie Sailing 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 with skipper 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. Listing of charter's crew members with names and telephone numbers
- d. Charterer may not discharge the skipper before completion of the charter, except with SAIL LA VIE's consent.

- e. Charterer will obey all commands of the Skipper during the charter.

4. 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. Skipper qualification will comply with all safety requirements.
- c. Safety Drill procedures begin at charter start time.

5. Responsibilities of Charterer

- a. 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 if those damages caused by not following Skippers requests and commands.
- b. Charterer is responsible for the 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 agrees to be in group only up to the number of passengers required by security rules of the boat.
- e. Charterer agrees to behave 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.
- f. Charterer agrees to pay for any loss or damage not covered by Insurance that can occur on or to the Vessel caused by not following Skippers requests and commands.
- g. 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.

6. 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.

In the event of gross negligence by Charterer caused by not following Skippers requests and commands causing loss or damage to the Vessel, Charterer shall be held liable for the full cost of repairs above the insurance deductible.

7. 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.

8. 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.

a. 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.

b. 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 Sailing School and Club

Representative Name and Signature:

Charterer Name and Signature:

Date: