



YACHT DELIVERY/CAPTAIN AGREEMENT:

THIS DOCUMENT IS LEGALLY BINDING AND DESIGNATES CAPTAIN NICHOLAS J. FORSYTHE (MARINER REFERENCE #7678563) AS THE VESSEL OWNER'S CAPTAIN FOR THE SOLE PURPOSE OF RELOCATING THE VESSEL AS OUTLINED IN THIS DOCUMENT AND LIMITED POWER OF ATTORNEY FOR NAVIGATING THIS VESSEL.

THIS AGREEMENT IS MADE AND ENTERED INTO ON _____.

OWNER NAME _____

PHONE _____

ADDRESS _____

VESSEL NAME _____

DOC NUMBER: _____

AND

CAPTAIN NICHOLAS J. FORSYTHE, USCG #7678563

OWNER: FLAGSHIP MARINE SERVICES LLC
105 7TH AVENUE HAWTHORNE, NJ USA
(862)686-8680 (CELL)

DEPARTING DATE/TIME: _____

DEPARTING PORT: _____

DELIVERY TO THE PORT OF: _____

DELIVERY TO PORT (ETA): _____

ASSUMING COMMAND OF THE VESSEL FOR THE SOLE PURPOSE OF MOVING HER ON HER OWN HULL FROM ONE PORT TO ANOTHER AS DESIGNATED BY THE OWNER. THE SAILING ROUTE WILL BE AT THE SOLE DISCRETION OF THE CAPTAIN AND HE/SHE RESERVES THE RIGHT TO DEVIATE FROM THE PROPOSED ROUTE IF NECESSARY FOR ANY REASON.

DELIVERY ESTIMATE:

I ESTIMATE A TOTAL OF ____ DAYS/HOURS TO COMPLETE THE _____-MILE PASSAGE.

DELIVERY RATE:

THE DELIVERY FEE SHALL BE CALCULATED PER MILE, AND BASED ON VESSELS LENGTH OVER-ALL (LOA) + EXPENSES FOR THE CAPTAIN AND CREW MEMBERS. THIS IS A \$20.00/DAY PER DIEM PER CREW MEMBER FOR PROVISIONS DURING THE VOYAGE

FLAT RATE:

THE DELIVERY FEE FOR THE ABOVE OUTLINED DELIVERY SHALL BE \$_____ + EXPENSES TO COMPLETE THE DELIVERY FOR THE CAPTAIN AND ALL CREW NECESSARY.

SHOULD IT BECOME NECESSARY TO STOP DURING THE PASSAGE TO WAIT OUT BAD WEATHER OR TAKE CARE OF A MECHANICAL ISSUE, IT IS AGREED THAT ANY LAYOVER DAYS CAUSED BY WEATHER, MECHANICAL FAILURE, HIGH WATER/SEAS, RIVER AND/OR LOCK CLOSURES OR OTHER ACTS OF GOD INCUR NO ADDITIONAL EXPENSE. THE OWNER WILL STILL BE RESPONSIBLE FOR ANY EXPENSES INCURRED BY THE CREW DURING ANY LAY DAYS.

RATES & CONDITIONS:

UNLESS OTHERWISE AGREED, NEW CLIENTS OR FIRST TIME DELIVERIES SHALL ALSO PROVIDE A PAYMENT MADE PAYABLE TO THE CAPTAIN FOR 1/2 THE TOTAL ANTICIPATED DELIVERY FEE TO BE RETURNED WITH THIS SIGNED AGREEMENT. SAID PAYMENT WILL THEN BE HELD AS SECURITY AND DEDUCTED FROM THE TOTAL AMOUNT DUE UPON COMPLETION OF DELIVERY. THE VESSEL'S OWNER/AGENT ALSO AGREES TO PROVIDE FOR TRANSPORTATION CHARGES INCURRED BY THE DELIVERY CREW TO AND FROM THE POINT OF DEPARTURE AND RETURN TO DOMICILE IN HAWTHORNE, NJ

OPERATIONAL PROCEDURES:

OWNER UNDERSTANDS THE CAPTAIN AND CREW WILL COVER AS MANY MILES AS SAFELY POSSIBLE DURING DAYLIGHT HOURS, BUT NIGHT RUNNING MAY OCCUR IF A SITUATION IS BROUGHT ABOUT BY MECHANICAL PROBLEMS OR LOCKAGE DELAYS EITHER UPSTREAM OR DOWNSTREAM OF THE NEAREST SUITABLE MARINA OR OVERNIGHT ANCHORAGE. ADDITIONALLY, NIGHT RUNNING MAY ALSO OCCUR TO INCLUDE CROSSING LARGE BODIES OF WATER (GREAT LAKES, GULF OF MEXICO, OPEN SEAS) IN ORDER TO TAKE ADVANTAGE OF FAVORABLE WEATHER AND SEA CONDITIONS, OR WITH PRIOR ORAL OR WRITTEN APPROVAL BY THE OWNER PROVIDED THE VESSEL IS EQUIPPED WITH GPS, CHART PLOTTER AND RADAR.

EXPENSES UNDERWAY:

A VISA OR MASTERCARD CREDIT CARD IN GOOD STANDING SHALL BE FURNISHED BY THE OWNER WITH A NOTARIZED LETTER OF AUTHORIZATION FOR THE CAPTAIN'S USE FOR EN-ROUTE EXPENSES. THESE EXPENSES INCLUDE BUT ARE NOT LIMITED TO FUEL, DOCKAGE, REPAIRS, AND SERVICES PROVISIONING IN TRANSIT AND ASHORE. A DETAILED ACCOUNTING OF EXPENSES FOR ALL CREDIT CARD CHARGES AND CASH EXPENDITURES WILL BE SUBMITTED BY THE

CAPTAIN AT THE CONCLUSION OF THE TRIP, AND ANY OUT OF POCKET FUNDS DUE THE CAPTAIN/CREW WILL BE MADE PRIOR TO THEIR DEPARTURE FROM VESSEL. IN THE EVENT ANY VENDOR WHILE UNDERWAY DECLINES THE ABOVE SUPPLIED CREDIT CARD, SAID TRIP SHALL BE CONSIDERED TERMINATED AT THE POINT OF DECLINATION. (SEE EARLY TERMINATION)

TRIP LOG:

THE CAPTAIN SHALL ALSO MAINTAIN THE VESSELS DAILY TRIP LOG (THE SHIPS LOG) DETAILING ALL ACTIVITIES TO INCLUDE HOURS OF OPERATION, POSITION REPORTS, LOCKING DELAYS, EQUIPMENT FAILURES, ETC. IN ADDITION, FLUID LEVELS WILL BE CHECKED AND LOGGED DAILY, ALONG WITH NOTATIONS THAT MAY REFLECT ANY DETERIORATION IN THE VESSEL'S PERFORMANCE OR SEAWORTHINESS.

INSURANCE:

NECESSARY INSURANCE COVERAGE SHALL BE PROVIDED BY THE OWNER OF THE VESSEL IN THE FORM OF A CERTIFICATE OR UNDERWRITERS LETTER NAMING THE CAPTAIN AND CREW AS ADDITIONALLY INSURED. COVERAGE SHALL INCLUDE PUBLIC LIABILITY AND PROPERTY DAMAGE TO COVER ANY CONTINGENCY INCLUDING BUT NOT LIMITED TO DAMAGE TO VESSEL OR INJURIES TO THE CAPTAIN OR CREW. IT IS ALSO UNDERSTOOD THAT THE CAPTAIN AND MATES/ENGINEER OR DECKHAND WILL NOT BE HELD RESPONSIBLE FOR NORMAL WEAR AND TEAR, ACTS OF WAR, PIRACY, GOVERNMENT INSURGENCIES OR COUNTERINSURGENCIES, INCLUDING DAMAGE TO VESSEL, CREW OR PASSENGERS CAUSED BY FAULTY NAVIGATIONAL EQUIPMENT, IMPROPERLY PLACED OR MISSING NAVIGATIONAL AIDS, UNCHARTED UNDERWATER OBSTRUCTIONS, OR FOR TERMINATION OF THE VOYAGE CAUSED AS A PRACTICAL MATTER THERE FROM.

ILLEGAL ACTIVITIES:

ALL OBLIGATIONS OF THE CAPTAIN UNDER THIS AGREEMENT WILL BECOME NULL AND VOID IF THE SAID VESSEL IS ENGAGED IN ANY ILLEGAL ACTIVITY OR VIOLATION OF THE ZERO TOLERANCE GOVERNMENT REGULATIONS REGARDING TRANSPORTATION OR USE OF ILLEGAL DRUGS OR SMUGGLING ON BOARD. THE CAPTAIN AND CREW WILL UPHOLD THE LAW, REPORT SUCH ACTIVITIES AND SUPPORT THE AUTHORITIES CONDUCTING ANY INVESTIGATION WHETHER ON LAND OR ON THE HIGH SEAS.

EARLY TERMINATION:

IT IS ALSO AGREED THAT IF THE SERVICES OF THE CAPTAIN AND/OR CREW ARE TERMINATED BY THE OWNER PRIOR TO THE SUCCESSFUL COMPLETION OF THE TRIP, SAID CREW WILL BE PAID FOR ALL DAYS WORKED UP TO AND INCLUDING THE DAY OF TERMINATION, PLUS THE TRAVEL DAYS, ALONG WITH NECESSARY AIRFARE FOR CREWS TO RETURN TO DOMICILE. IT IS ALSO AGREED THAT IF (DURING THE COURSE OF THE VOYAGE) CREDIT CARDS ARE REFUSED FOR ANY REASON OR THE CAPTAIN DETERMINES THE VESSEL IS NOT SEAWORTHY OR CONDITIONS EXIST THAT ARE DEEMED NOT SUITABLE FOR CONTINUANCE OR MAY RESULT IN A "VESSEL NOT UNDER COMMAND" SITUATION, CAPTAIN MAY EXECUTE HIS COMMAND AUTHORITY TO TERMINATE THE VOYAGE. ACCORDINGLY, THE CREW WILL BE PAID FOR ALL DAYS WORKED UP TO AND INCLUDING THE DAY OF TERMINATION, PLUS THE TRAVEL DAYS, ALONG WITH NECESSARY AIRFARE FOR CREWS RETURN TO DOMICILE.

SEAWORTHINESS:

AN INSPECTION CHECKLIST WILL BE PROVIDED TO ASSIST THE OWNER/AGENT IN PREPARING THE VESSEL FOR TRANSIT. UPON DOCKSIDE ARRIVAL, THE CAPTAIN WILL USE THE AFOREMENTIONED CHECKLIST TO INSPECT THE VESSEL TO DETERMINE ITS SEAWORTHINESS AND TO VERIFY COMPLIANCE WITH NECESSARY COAST GUARD REQUIREMENTS AND CFR'S FOR THAT PARTICULAR VESSEL. IF THE CAPTAIN DETERMINES THE VESSEL IS NOT SEAWORTHY OR DOES NOT MEET MINIMUM CG REQUIREMENTS, HE WILL STATE HIS REASONS IN WRITING ON THE CHECKLIST TO THE OWNER/AGENT. ACCORDINGLY, IF THE OWNER/AGENT FAILS TO ADDRESS THE NOTED DEFICIENCIES IN A TIMELY MANNER, THE CREW WILL BE PAID FOR ALL DAYS WORKED UP TO AND INCLUDING THE DAY OF TERMINATION, PLUS TRAVEL DAYS, ALONG WITH NECESSARY AIRFARE FOR CREWS RETURN TO DOMICILE.

VESSEL EQUIPMENT:

THE OWNER MUST REPRESENT THE VESSEL TO BE SEAWORTHY AND CARRY ALL CURRENT REGISTRATION, DOCUMENTATION AND INSURANCE PAPERS.

IF UPON INITIAL INSPECTION OR EN ROUTE (UNDERWAY), MECHANICAL, ELECTRONIC, ELECTRICAL FAILURE, LOSS OR DAMAGE OCCURS OR HAS OCCURRED TO SAID VESSEL OR IT'S EQUIPMENT WHICH, IN THE CAPTAINS' JUDGMENT, HINDERS HER ABILITY TO MAKE OR CONTINUE A SAFE VOYAGE, THE OWNER MUST CORRECT IT, OR AUTHORIZE CORRECTIVE ACTION, AT THE OWNER'S EXPENSE.

ALSO EXPECTED ON BOARD WILL CARRY THE NECESSARY TOOLS TO MAINTAIN SIMPLE REPAIRS AND MAINTENANCE WHILE UNDERWAY, TO INCLUDE SPARE BULBS, BELTS, ETC. VESSEL SHALL ALSO CARRY AMPLE SUPPLY OF BED LINENS, COOKING UTENSILS AND CLEANING SUPPLIES, ALONG WITH DECK CLEANING SUPPLIES AND EQUIPMENT TO SUPPORT THE DELIVERY, AND AS CONDITIONS ALLOW, THE CREW WILL WASH

DOWN THE VESSEL TO REMOVE ACCUMULATED SALT SPRAY, DIESEL EXHAUST SOOT, OR OTHER HARMFUL AGENTS. VESSEL SHALL ALSO CARRY ALL CHARTS, NAVIGATION INSTRUMENTS, BINOCULARS, HAND-HELD VHF RADIO, ETC., AS NECESSARY TO COMPLETE THE TRIP OVER WATERWAYS SPECIFIED ABOVE.

HOLD HARMLESS:

THE CAPTAIN IS NOT RESPONSIBLE FOR NORMAL WEAR AND TEAR, NOR FOR EQUIPMENT FAILURE UNDER PRUDENT OPERATION CONSISTENT WITH ESTABLISHED PRACTICES, NOR FOR LOSS RESULTING FROM ACTS OF GOD (EX LIGHTNING, HURRICANES ETC). THE CAPTAIN IS NOT RESPONSIBLE FOR LOSSES DUE TO ACTS OF WAR, PIRACY, GOVERNMENT'S ACTIONS, OR INSURGENCIES, NOR FOR DAMAGE TO THE VESSEL OR INJURIES TO THE CREW, NOR FOR THE TERMINATION OF THE DELIVERY CAUSED BY PRACTICAL CONSEQUENCES FROM ANY OF THE ABOVE.

DELIVERY AGREEMENT ACCEPTANCE:

THE PARTIES HEREBY AGREE TO THE CONDITIONS STATED HEREIN AS DESCRIBED ABOVE:

OWNER NAME (PRINT) _____

OWNER SIGNATURE _____

DATE: _____

CAPTAIN'S NAME (PRINT) _____

OWNER SIGNATURE _____

DATE: _____

DELIVERY AGREEMENT ACCEPTANCE: (TO BE FILLED AT END OF VOYAGE)

ACCEPTANCE OF DELIVERY & RELEASE FROM OBLIGATION AND/OR RESPONSIBILITY

_____ HAS BEEN DELIVERED, INSPECTED AND FOUND TO BE IN ACCEPTABLE SEAWORTHY CONDITION. ALL EXPENSES HAVE BEEN DULY VERIFIED AND OWNER HAS PAID ALL CHARGES FOR SERVICES RENDERED AND EXPENSES ENCOUNTERED DURING THE DELIVERY TRIP. THE CAPTAIN AND CREW ARE HEREBY RELEASED FROM ANY FURTHER OBLIGATION OR LIABILITY.

OWNER NAME (PRINT) _____

OWNER SIGNATURE _____

DATE: _____

CAPTAIN'S NAME (PRINT) _____

OWNER'S SIGNATURE _____

DATE: _____