



PRIVATE CHARTER CAPTAIN AGREEMENT

THIS DOCUMENT IS LEGALLY BINDING AND DESIGNATES CAPTAIN NICHOLAS J. FORSYTHE (MARINER REFERENCE #7678563) AS THE VESSEL OWNER'S CAPTAIN FOR THE ENTIRETY OF THE EXCURSION 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

FLAGSHIP MARINE SERVICES LLC

105 7TH AVENUE HAWTHORNE, NJ USA

(862)686-8680 (CELL)

DEPARTING DATE/TIME: \_\_\_\_\_

RETURNING DATE/TIME (ETA): \_\_\_\_\_

DELIVERY RATE:

THE PRIVATE CHARTER CAPTAIN FEE SHALL BE CALCULATED PER HOUR, AND BASED ON VESSELS LENGTH OVER-ALL (LOA)

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 CREW 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:

IF FOR ANY REASON, THE CAPTAIN WILL EXERCISE DUE DILIGENCE IN TERMINATING A TRIP. THIS MAY BE DUE TO INCLEMENT WEATHER, VESSEL SYSTEM FAILURE, NAVIGATIONAL ROUTE NOT AUTHORIZED BY SAID CAPTAIN, ERRATIC/ UNETHICAL BEHAVIOR OF PASSENGERS, ILLEGAL ACTIVITIES SUCH AS DRUG USE, OVERLY INTOXICATED PASSENGERS, ETC. IF EARLY TERMINATION IS APPLICABLE TO THE ABOVE STATED, CAPTAIN AND CREW WILL BE COMPENSATED FOR THE TIME WORKED LEADING UP TO THE 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 TIME WORKED UP TO AND INCLUDING THE TIME OF TERMINATION.

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 TIME WORKED UP TO TERMINATION.

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 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.

HOLD HARMLESS:

THE CAPTAIN IN 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 LIGHTING, 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.

PRIVATE CHARTER CAPTAIN AGREEMENT ACCEPTANCE:

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

OWNER/ AGENT NAME (PRINT): \_\_\_\_\_

OWNER SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

CAPTAIN'S NAME (PRINT): \_\_\_\_\_

CAPTAIN'S SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_