



Below you will find a copy of our Bareboat Charter Agreement. Before you bareboat with BOATHUB SEATTLE LLC, we will ask you to execute this agreement via DocuSign. Please note the wording below is condensed and the full charter agreement is more extensive. Please call BOATHUB SEATTLE with any questions at 206.390.3525 or info@boathub.us.

RECREATIONAL BAREBOAT CHARTER AGREEMENT

This RECREATIONAL BAREBOAT CHARTER AGREEMENT, made as of [REDACTED], by and between BOATHUB SEATTLE LLC of the Vessel (**WN # 7773NJ HULL#TRJR10201495**), hereinafter called "BROKER" and Client Name [REDACTED] hereinafter called "CHARTERER".

IN WITNESS of which:

1. BROKER hereby agrees to let and demise bareboat, and the CHARTERER agrees to hire on a bareboat based upon the terms and conditions and for the consideration hereinafter set forth, the said Vessel for a period commencing at time [REDACTED] for the duration of [REDACTED] hours total on date [REDACTED].
1. The vessel shall be delivered to the CHARTERER at the WESTLAKE MARINA, 2000 Westlake Ave N Slip D-3 LAKE UNION SEATTLE, WA. BROKER warrants that Vessel, when delivered to CHARTERER, shall be in good seaworthy condition and shall comply with all applicable laws and regulations pertaining to the condition of the Vessel. It is the responsibility of the CHARTERER to perform a pre-charter inspection of the Vessel upon delivery of the Vessel to the CHARTERER, to ensure that the Vessel is suitable for CHARTERER's intended use and the familiarize CHARTERER and CHARTERER'S crew with the Vessel, its equipment and safety procedures, and to note any preexisting damages or conditions of the Vessel. The Vessel shall also be inspected upon its return, and any damage or other conditions of the Vessel noted on the pre-charter inspection shall be for the CHARTERER'S account.
1. CHARTERER shall maintain Vessel in good order and condition, reasonable wear and tear expected. CHARTERER shall not be responsible for repairs to Vessel except to the extent that the need for such repairs arises from negligence or willful misconduct of CHARTERER, its officers, agents, employees, students, invitees or guests. The owner agrees to make any repairs needed to keep Vessel in good seaworthy condition and in compliance with all applicable laws and regulations to the extent the need for such repairs does not arise from the negligence or willful misconduct of the CHARTERER, its officers, agents, employees, invitees or guests. The vessel shall be subject to inspection at any reasonable time by the BROKER or its agent or employee provided. BROKER has furnished reasonable advance written notice to CHARTERER or its intent to make such inspection.

1. Minimum operator requirements include but are not necessarily limited to the following: Current and valid US Coast Guard Captains License, 5 years of licensed and documented sailing experience, 5 years documented sailing experience in Lake Union/Lake Washington and must demonstrate knowledge of and familiarity with the Vessel and have passed our Bareboat Charter Test. CHARTERER'S selected Captain is subject to BROKER's approval, in its sole discretion. CHARTERER is responsible for selecting and compensating the captain and crew, who shall be employees of the CHARTERER for the duration of the Charter. The captain and crew selected by the CHARTERER shall, at all times be under the total and exclusive control of the CHARTERER, and not the BROKER. CHARTERER may choose a captain and crew known to him/her who meets the qualifications of this paragraph or may choose from a list of qualified operators provide by BROKER. (SEE PAGE 4). CHARTERER has the right to discharge, for cause, the Captain or any crew member during the term of the Charter.
2. BROKER as allowed by law is providing list of optional vessel operators for hire if CHARTERER is unable to provide his/her own crew;

1. GARETT NEWMAN (206)683-2499

2. KEVIN RICKLES (206)786-9000

3. SENNET CURTIS (206)669-1102

1. CHARTERER expressly agrees that the operation of the said Vessel will be limited to the following areas and waters for insurance purposes:
LAKE UNION/LAKE WASHINGTON, WA
1. CHARTERER shall indemnify, defend and hold harmless BROKER, its officers, agents, and employees from and against any claims, damages, expenses or liabilities arising out of the performance of this Agreement or the use of the said Vessel including without limitation, claims, damages, expenses or liabilities for the loss of damage to any property, or from the death or injury to any person or persons in proportion to and to the extent such claims, damages, expenses or liabilities arising from the negligence or willful misconduct of CHARTERER, its officers, agents, employees, or guests. CHARTERER shall also indemnify, defend and hold harmless BROKER, its officers, agents and employees from and against any claims, damages, expenses or liabilities assessed or charged by the United States Coast Guard, Seattle Harbor Police, or other governing agency, for CHARTERER's improper or negligent operation or use of the Vessel as contrary to a bareboat charter, whether the same is only alleged or proven to be true.
1. CHARTERER agrees not to transport MERCHANDISE FOR HIRE or CARRY PASSENGERS FOR HIRE, or engage in any trade, or in any way violate any laws of the United States or any other government within the jurisdiction of which the Vessel may be at any time during the charter. CHARTERER acknowledges that there is a maximum of 10(TEN) passengers permitted on the Vessel and is prohibited from charging his/her passengers a fee or accepting other consideration as a condition of being a guest aboard the Vessel.

1. CHARTERER shall have no rights, power, or authority to create, incur, or permit to be imposed upon the Vessel any liens of encumbrances of any nature. A fully-executed copy of this Charter Agreement shall be carried aboard the Vessel with the ship's papers at all times during the term of the Charter. It shall be exhibited by CHARTERER to any person having business with the Vessel which might give rise to any lien. CHARTERER shall redeliver said Vessel free from any liens incurred as a result of the operation of the Vessel under this Charter Agreement, and shall indemnify and hold harmless BROKER or its agent against any lien not incurred by BROKER or covered by insurance arising out of the possession, use, or operation of said Vessel or by any persons aboard said Vessel by invitation of the CHARTERER. All fuel, food, and stores shall be paid for by the CHARTERER upon conclusion of the charter.
1. CHARTERER shall not sub-charter or assign this Charter without obtaining the consent of the BROKER in writing. If at any time CHARTERER fails to remedy any default concerning any of the provisions, covenants or conditions of this Charter to be kept or performed by CHARTERER within 15 (fifteen) days after notice thereof, or such additional time as is reasonably required to cure such default, BROKER shall have the right to terminate this Charter by giving written notice of such termination to CHARTERER.
1. BROKER shall not be responsible for failure to deliver the Vessel at the commencement of the Charter if such failure is caused by reasons beyond the control of the BROKER or because of said Vessel having been disabled or due bad weather. Should such delivery not be made within one day after a specified date, this Agreement may be canceled by BROKER or CHARTERER, and any deposits or amounts, therefore, paid on the charter hire shall be returned by BROKER to CHARTERER and BROKER or indirect or result in any special or consequential damages.

IN WITNESS of which, the parties hereto have hereunto set their hands and seals the day and the year writing below.

Charterer: _____

Print Name: _____

ID/Driver's License #: _____

BROKER: BOATHUB SEATTLE LLC

For Broker: _____

Print Name: _____

THIS AGREEMENT IS EXECUTED IN FULL COMPLIANCE WITH THE PASSENGER VESSEL SAFETY ACT OF 1993 AND US COAST GUARD REGULATIONS.

