



## CHARTER CONTRACT

This agreement entered this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between Island Thyme Charters and \_\_\_\_\_ residing at \_\_\_\_\_

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This agreement is to charter the Island Thyme Catamaran, which includes the captain and crew, for the following:

Day(s): \_\_\_\_\_  
Start Date and Time: \_\_\_\_\_  
End Date and Time: \_\_\_\_\_  
Description: \_\_\_\_\_  
Cost: \_\_\_\_\_

### Terms and Conditions

1. The Charter operates under the authority of the Captain. The Captain has the authority to terminate the Charter in the event of unacceptable conduct by the Charter party.
2. No illegal substances or firearms are permitted on board. Discovery of the presence and/or use of illegal substances and/or firearms will immediately terminate the Charter without refund and the vessel will return to home port.

3. The CHARTERER shall pay in addition to the charter fee all cost associated with entering, mooring, cruising and exiting the British Virgin Islands. Fees vary greatly with time of year and passenger count and are not included in price.
4. When you reserve a charter date, it is your Charter date, if the Captain determines that the date is sailable. It is your responsibility to arrange your party unless otherwise agreed in writing.
5. A cancellation called by the Captain due to weather or mechanical problems will create either a deposit credited toward another Charter date or you may request a refund. A trip terminated by the Captain due to the weather once sailing has commenced will not be entitled to a refund if the Charter party agreed to leave the dock. A trip terminated due to member(s) of the Charter party getting seasick will not be entitled to a refund or credit.
6. If you don't show up at the dock the day of your Charter, you will forfeit your deposit. If you show up late and not ready to leave at the agreed departure time you are losing sailing or cruising time the clock starts at the agreed departure time.
7. The Charter includes proper use of our properly outfitted catamaran, and the Captain.
8. The charter does NOT include food, beverages or misuse of the catamaran or equipment.
9. The Captain, (owner) and crew shall not be held liable for any injury or fatality that is caused by either direct or indirect action of any member of the charter party.
10. The balance of your Charter price over and above your deposit is due and payable, at the latest, on the dock prior to leaving on your trip.
11. No trash, garbage, or other materials are to be thrown overboard into the water.
12. Even though your departure time is flexible, the crew expects you to be on time for your trip the clock starts at the agreed departure time.
13. No sailing experience is required if you book a skipper for the whole duration of your charter. One of your berths must be allocated to your skipper. Food and refreshment for the skipper (and/or Hostess) is the responsibility of the Charterer during the charter period.

14. The Captain may call you prior to your trip to discuss the weather, sea conditions, etc.
15. Smoking is NOT permitted in the vessel.
16. Children age 12 and under must wear a personal flotation device. It is a Coast Guard requirement. Don't ask us to break the law. The crew will remind children in your party regarding this regulation. Please assist in making sure that children covered by this Coast Guard regulation comply. We will provide you with a Coast Guard approved personal flotation device.
17. Cancellations must be made in writing, by the lead party name, and received by Island Thyme Charters prior to the start date. The date received by Island Thyme Charters office will be the date used to determine cancellation charges which are levied on the following scale: If the charter is cancelled more than 12 weeks prior to charter: 30% of charter fee  
Between 12 to 8 weeks: 60% of charter fee. Between 8 to 4 Weeks: 80% of charter fee.  
Less than 4 weeks: 100% of charter fee.
18. Charterer agrees to be fully responsible for all furnished equipment aboard the yacht. Charterer agrees to pay Island Thyme Charters the amount necessary to replace damaged or lost equipment

I \_\_\_\_\_ agree with all the terms stated above.

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

A 35% deposit must accompany this contract to secure the date requested. If the date is not available or the Captain decides not to accept this Charter you will be refunded your deposit.

**This contract is only valid when signed by the Captain.**

Approved by: \_\_\_\_\_

Captain Hilroy Humphreys  
Island Thyme Charters