

MARINE DYNAMICS LLC
12506 Sea Buoy Ct
Ocean City MD 21842

Yacht Delivery Agreement

Vessel Name:
Official Vessel Number:
Builder & Model:
Year:
Length:
Beam:
Draft:
Registered Owner:
Owner/Agent Responsible:
Owner/Agent Address:
Owner/Agent Phone:
Owner/Agent E-mail:

The undersigned Parties have agreed to the terms and conditions outlined herein to deliver the vessel listed above from the Sea Port of _____. The intended final destination sea port for this delivery is _____. The Approximate departure date is : _____. The Approximate delivery date is : _____. The Approximate total "Days at Sea" is : _____.

WITNESSETH:

1) DEFINITIONS AND FEES

Client: Owner / Agent - Responsible for the vessel

Captain: Kip Koolage dba Marine Dynamics LLC - Authorized Operator

Crew: Any person hired by the Owner directly or indirectly through the employ of the Captain to contribute to the accomplishment of this delivery and this Agreement.

Volunteer: Any "unpaid" crew onboard who participates in this delivery and this Agreement at his/her own expense for the purpose of obtaining knowledge, gaining experience at sea or to log sea-time.

Days at Sea: A Contract "Day" / For Invoicing; any 24 hour period commencing at the vessels actual recorded time of departure on the actual date of departure. Half daily rates for Captain and Crew are charged for any 12 hour portion of any Days at Sea until the vessel has arrived at her final destination and is secured in its assigned slip. And has fully cleared through any Territorial "Customs".

Kip Koolage (Captain) dba Marine Dynamics LLC is hereby assigned full authority to deliver the vessel listed above. The fees for this Delivery and this Agreement are: **a) captain \$400** per contract day **b) crew \$200** per contract day.

Note: offshore deliveries of more than three (3) days require two (2) paid crew in addition to Captain.

Additional fees for captain and crew are:

a) Departure travel costs: *(any fees incurred by captain & crew to facilitate arrival, boat prep and provisioning at port of departure: (air fare, luggage, taxi/uber).*

b) Return travel costs: *(as above - any fees incurred by captain & crew to facilitate their returning home.*

c) \$30 per diem (food allocation) for Days at Sea.

d) (1) One full day vessel preparation before departure (+) plus (.5) One half day vessel cleaning after delivery.

e) Volunteer are frequently included to promote sailing knowledge, experience and sea time of future captains.

Crew Summary	Name	Rate	Qualification
Captain:	Kip Koolage	\$400/day	100T Master w/ Sail Endorsement /Lic# 2275337
Crew:			

2). DELIVERY

The Owner agrees to provide the Vessel to the Captain in proper working order, properly outfitted as a vessel of her size, type and accommodation and with all equipment that is required by law. Specifically, the vessel shall be so equipped with licensed and operating EPIRB, VHF with enabled DSC/AIS capability and GPS with enabled AIS capability. Should vessel not be sea ready prior to delivery date, the vessel owner may need to have additional outfitting done to the vessel so the safety and welfare of the vessel and delivery crew will not be in jeopardy. All outfitting to the vessel will be done at the expense of the vessel Owner.

3). INSURANCE

The owner agrees to keep the vessel insured against fire, damage, marine collision, risks and all hazards of the voyage including: engine, hull, vessel equipment for any and all casualty and loss or damage that may occur to or be suffered by the vessel for the full term of the delivery period. The Owner's current Insurance Policy may require additional premiums and a separate Yacht Delivery Rider due to aggregate changes in domestic and foreign waters in which the vessel will be operated during the delivery. Additionally the Captain, Crew and any Volunteer shall all be named as insured operators of the vessel within the scope of this Yacht Delivery Rider and this Agreement. The delivery Captain is to navigate the vessel with extreme care and caution at all times, not intentionally placing vessel and crew in perilous circumstances. The delivery captain is hereby relieved and discharged from any and all liability for loss and damage of vessel in the event of extreme weather, mechanical failure or "Acts of God" that produce unforeseen incidents out of his control. Failure by the Owner to provide such insurance will so burden the vessel owner with the same responsibility and liability as if the vessel were so insured.

4). AUTHORITY

The Owner agrees to provide the delivery Captain with full authority over said vessel when under the command of the delivery Captain. The delivery Captain shall be competent and cautious in both coastwise and offshore navigation. The delivery Captain shall hold a valid and appropriate USCG Masters License. It is hereby agreed the delivery Captain will determine the general movements and destination of the vessel within the boundaries of this Agreement. It is understood that the Captain is in full command and the Owner agrees to abide by his judgement as to clearance, sailing, weather conditions, anchorage and other pertinent matters regarding the vessel.

5). DRUG RESTRICTIONS

Use or possession of illegal drugs onboard the vessel is strictly prohibited.

6). RE-DELIVERY AND INDEMNIFICATION

The delivery Captain shall surrender the vessel at the expiration of the delivery term as written above and in as good condition as when taken, except for fair wear and tear from ordinary use and circumstance once all pending fees and/or receipts have been invoiced and cleared.

7). DEFAULT

Should any installment of delivery fees included herein not be paid on the date designated thereafter the vessel has been delivered to the destination port, the delivery Captain will charge an additional "late fee" of \$50 per day added to the original balance to be paid upon delivery.

8). CANCELLATION

It is agreed by the parties hereto, that if the delivery Captain must cancel prior or after delivery departure date all funds / deposits will be returned to Owner, minus any underway or travel expenses already procured. If the Vessel Owner must cancel or change the dates of the delivery, the Owner will be liable for any or all additional travel, salary and provisioning of all paid persons due to the Owners delay or changes.

9). FURTHER AGREEMENTS

- A) Included in this agreement and in addition to daily rates and travel costs listed above , are all transient provision costs including: Fuel (gas/diesel / LPG), Transient Dockage, Territorial Customs Fees, Territorial Entry Fees, Required Vaccines and/or Testing, and will **all** be paid in full by the Vessel Owner upon the completion of the delivery based on a final Delivery Invoice submitted by the delivery Captain. Final balance due (less deposit received) is due upon receipt and prior to surrender of the vessel. Payments can be made via Bank wire, Venmo, PayPal.
- B) An estimate of total charges are provided herein for budgeting purposes and as convenience to vessel Owner. The total costs of Final Invoice may vary due to: **a)** extended or reduced days at sea; **b)** change in per diem expense due to variance in actual days at sea; **c)** dockage due to extreme weather or mechanical failure; **d)** Variance in actual Fuel costs
- C) If the vessels sails, rigging, engines, systems or structures require repair above general underway maintenance, the vessel owner will be responsible for any and all "service / repair " fees required.

To the true and faithful performance of the foregoing Agreement, the parties hereto bind themselves, their heirs, executors, administrators and assigns each to the other.

_____ Date _____
Kip Koolage
 Captain

_____ Date _____
 Owner/Agent

Estimated Charges: (Appx _____ NM @ ___ kts. per contract day)

Total Days ()	\$	
Half Days ()	\$	
Prep Day	\$	
Clean Day	\$	
Per Diem	\$	
Travel / Departure	\$	
Return Air Fare & Luggage	\$	
Travel / Destination	\$	
Fuel Diesel	\$	@\$
Fuel LP	\$	
Territorial Customs	\$	
Territorial Entry	\$	

Total Estimate of Charges: \$ _____

50% Deposit Due: _____