

Drumbeat I

Yacht Charter Agreement

Charterers

Name _____

Address _____

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Phone _____ E-
mail _____

Number in Charter Party _____ Number of overnights on
Board _____

Charter Dates _____ Cruising
Area _____

Point of Charter

Departure _____ Return _____

Charter Fee _____ Deposit _____ Amt Due on
Arrival _____

Final Payment is due prior to departure and should be paid to the captain upon boarding. This must be in the form of traveler's checks or cash.

TERMS AND CONDITIONS:

The executed yacht Charter agreement and deposit must be returned to Vince Stracener upon receipt of which the charter will be confirmed. 25% of the charter fee is required. Please make check payable to **Vince Stracener**.

The deposit is **NON-REFUNDABLE** except under the following circumstances:

- A. If the Captain agrees in writing that a refund is to be made.
- B. If the yacht becomes unfit for charter. In the case of a mechanical breakdown, a 24-hour period is extended to the yacht to perform the charter. Refunds will be made on a pro-rata basis.

C. If the Charterer cancels his booking, and the Yacht is re-booked for the same period, a full refund is made. If only booked for a portion thereof, a refund will be made on a pro-rata basis.

D. If there is a change in Yacht Captain and the Charterer wishes to cancel for this reason.

- The Captain shall handle clearance and normal running of the yacht and be responsible for the safe navigation of the vessel. The Charterer shall abide by his judgment as to the sailing, weather, anchorages and pertinent matters.
- Should the yacht, during the period of this charter be lost, stranded, or disabled by act of God, fire, perils of the sea, or other unavoidable accident rendering her unfit for the use or purpose of the charter and not brought about by act of Charterer, charter hire shall cease from the time thereof and neither of the parties shall be liable for the loss, damage, expense, or inconvenience resulting there from.
- Charterer agrees to be responsible for and to replace or make good any injury to the yacht, her furnishings, and equipment caused by the Charterer, or by any of their party, less ordinary wear and tear. The yacht shall be surrendered free of any indebtedness that may have been incurred for account of the Charterer.

ADDITIONS: The charter fee includes food, beverages, ships bar (excluding vintage wines and champagne), all expenses related to running of the vessel and the use of sports equipment.

Scuba diving available up to 5 dives per week included for certified divers. Additional dives at \$25 each. Gear for 8 aboard is included, advanced instruction on request at extra cost.

Not Included in the charter fee is the BVI cruising tax and customs fees (approx. \$40/pp), dockage if requested by the Charterer, personal communications on board, and crew gratuities customary at **10–20%** of the charter fee at the Charterers discretion.

PASSPORTS ARE REQUIRED BY LAW FOR ALL MEMBERS OF THE CHARTER PARTY

**USE OR POSESSION OF ILLEGAL DRUGS INCLUDING MARIJUANA
ONBOARD THE VESSEL SHALL RESULT IN IMMEDIATE TERMINATION OF
THE CHARTER WITH FORFEITURE OF ALL MONIES PAID.**

UNDERSTOOD AND AGREED BY BOTH PARTIES

Charterer_____ **Date**_____

—
**Captain/
Owner**_____ **Date**_____

Capt Vince and Linda Stracener

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