

Stray Cat Charters Yacht Charter Agreement

This is an agreement between _____ (as Owner)
and _____ (as Charterer).

This agreement is for the charter of the below described yacht for the period of time beginning (date/time) _____ and ending (date/time) _____.
The yacht to be chartered is the Prout Catamaran (yacht name) _____;
(USCG No. or FL. Reg. No.) _____.

Control. Owner grants possession and control of the yacht to the Charterer during the term of the charter.

Payment. Charter Fee to be paid from Charterer to Owner is the amount of \$ _____ plus tax of \$ _____, for the total amount of \$ _____. A security deposit of

\$ _____ will be paid from Charterer to Owner before the beginning of the charter, to be returned to the Charterer at the end of the charter, less any amounts owed to the Owner under this agreement for damages or other charges.

Delivery. Owner shall deliver the yacht at _____ at the time and date stated above, and the Charterer shall return the yacht to the same location at the time for ending the charter, unless a different location is stated herein.

Condition. The yacht shall be in commission and working order, outfitted as a pleasure yacht of her style and size, in clean and good condition throughout. The charterer shall inspect the yacht before beginning the charter and must immediately notify the Owner if there is any complaint or defect as to the condition, equipment or accommodations of the yacht. The yacht will be deemed accepted by the Charterer if no objection is then made.

Expenses. The owner shall pay ordinary maintenance expenses for the yacht, including ordinary wear and tear. The Owner shall provide insurance to cover the yacht for hull, machinery and liability, but the Charterers personal property will not be covered by this insurance. The Charterer shall pay running expenses of the yacht such as fuel, customs charges, port charges, and dockage charges. The Charterer shall pay any radio/telephone charges. The Charterer shall reimburse the Owner for any property or equipment or property lost or damaged during the charter. The Owner shall reimburse the Charterer for any maintenance or ordinary repair charges incurred during the charter.

Delays, Breakdowns, Accidents. In the event of delay, breakdown or accident, the Charterer shall attempt to notify the Owner and allow the Owner to resolve the problem if this may be done without further delay of the voyage. If a delay, breakdown or accident is the fault of the Charterer, then the Owner shall attempt to remedy the problem so that the charter may be completed, but no refund shall be made. If the delay, breakdown or accident is not the fault of the Charterer, then the Owner shall attempt to remedy the problem within 24 hours or to provide a comparable yacht to complete the charter. In the event the remedy is not timely completed or a comparable yacht is not provided, then the charter may be terminated at that point by either Owner or Charterer, with the Charter Fee to be refunded based upon the proportion of the charter uncompleted. The parties agree that the Charterer shall be responsible for transportation of any persons aboard from the point of termination of the charter. Weather and sea conditions, except a hurricane watch or warning, are not valid reasons for the termination of a charter. The Charterer recognizes that the charter voyage may not be able to proceed where and when intended due to weather conditions.

Cancellations. In the event the Charterer cancels the charter, Charterer agrees to terms as set forth in the Charter Rate Sheet, Cancellation Policy. Once the charter has begun, the Owner is entitled to full Charter Fee unless the charter is terminated according to the preceding paragraph. Either Owner or Charterer may cancel or terminate the charter in the event that the voyage was to travel within an area which is under a hurricane watch or warning

Indemnity, Defend, Hold Harmless. The Charterer agrees to indemnify, defend and hold harmless the Owner from any and all claims and liabilities for loss or damage to himself, crew, guests, and to any third parties whatsoever, which may be occasioned by the fault, including ordinary negligence, of the Owner and the Management Company, or which may be the fault of the Charterer and his crew, guests, or third parties.

Restrictions of Use. The Charterer agrees that the yacht shall be used exclusively for pleasure purposes and shall not transport cargo, nor carry passengers for hire, nor engage in any trade, nor violate any laws of the United States or any jurisdiction in which the yacht may be travelling. The yacht may not be operated beyond the area for which it is insured unless prior approval is obtained by the yacht's insurer and any additional premium is paid by the Charterer.

Safety of Yacht. The Charterer shall not endanger the yacht and persons aboard by voyaging into weather or waters that are unsafe for this type and size vessel. The Owner may terminate the charter, without refund, or remove one or more persons from the yacht, for actions of the Charterer which jeopardize the safety of the yacht or persons aboard, in the sole discretion of the Owner.

Maritime Liens. The Charterer shall not permit any maritime liens or debts to be incurred against the yacht.

Penalties, Fines, Claims. The Charterer shall report to the Owner all fines, penalties, claims, and damages which may have been incurred during the charter. The Charterer shall defend and pay all fines, penalties, claims and damages which are assessed due the the actions of the Charterer or his guests.

Zero Tolerance. The use or possession aboard the yacht of any illegal drug, narcotic, or contraband is strictly prohibited and shall constitute a breach of the charter. This shall be cause for immediate termination of the charter, without refund.

Arbitration. Any disputes arising under this agreement shall be submitted by either party for binding arbitration to the Maritime arbitration Board, Inc., PO Box 432463, Miami, FL 33243.

Venue and Applicable Law. This agreement shall be construed according to general maritime law and laws of the State of Florida. Venue for any legal actions shall be in Dade County, Florida.

Waiver and Modification. This Agreement is the entire Agreement of the parties. No waiver or modification of this Agreement shall be effective unless in writing and signed by the parties.

Notice. Any notice under this Agreement shall be to the addresses below or to any change of address for which the other party has been notified in writing.

OWNER

CHARTERER

Name: _____

Name: _____

Address: _____

Address: _____

Phone: _____

Phone: _____

Signature: _____

Signature: _____

By (Print Name): _____

By (Print Name): _____

Date: _____

Date: _____

Stray Cat Charters

Please mark each item and note the quantity (e.g. pint, 5th, 6 Pack, etc..) you wish to have on board.

<u>Liquor</u>	<u>Brand preferred</u>	<u>Alternate choice</u>	<u>Quantity</u>
Scotch	_____	_____	_____
Whiskey	_____	_____	_____
Bourbon	_____	_____	_____
Gin	_____	_____	_____
Vodka	_____	_____	_____
Rum	_____	_____	_____
Tequila	_____	_____	_____

LIQUEURS: ___ Amaretto ___ Cointreau ___ Courvoiser ___ Baileys
 ___ Drambuie ___ Grand Marnier ___ Nassau Royale
 ___ Kahlua ___ Sambuca ___ Tia Maria
 _____ Other

WINES: *Wine preferences are highly personal Please identify the type of wines and price range*

Reds	Whites	Blush
_____	_____	_____
_____	_____	_____

WINE COOLERS: ___ Seagram's ___ Bartels & James _____ Other

CHAMPAGNE: ___ Tattinger ___ Mumms ___ Perrier Jouet ___ Dom Perignon
 ___ Crystal ___ Moet et Chandon _____ Other

BEER: Basic preference: ___ Light ___ Dry ___ Dark
 Bass Ale ___ Becks ___ Budweiser ___ Coors ___ Heineken ___
 Miller Lt. ___ Molson ___ Corona ___ Kalik (Bahamain) _____

SOFT DRINKS ___ Coke ___ Pepsi ___ 7UP
 ___ Diet Coke ___ Diet Pepsi ___ Diet 7UP
MIXERS & Juice ___ Sprite ___ Tonic ___ Club Soda
 ___ OJ ___ grape _____ Other

*Cost for alcoholic beverages are passed directly to the charter

Notes

Stray Cat Charters

To assist the chef in stocking and planning, please make a few notes. Remember all members of your charter party

FOOD	SPECIAL LIKES	DISLIKES
Beef	_____	_____
Pork	_____	_____
Lamb	_____	_____
Veal	_____	_____
Chicken	_____	_____
Turkey	_____	_____
Fish	_____	_____
Shellfish	_____	_____
Pasta	_____	_____
BBQ Cookout	_____	_____

Please list any allergies & dietary requirements: _____

Breakfast: American (Heavy) _____ Continental (Light) _____

Do you eat breakfast every day? Yes/No

Favorites: _____

Lunch: Heavy _____ Light _____ Hot _____ Cold _____

Favorites: _____

Dinner: Do you plan on having dinner ashore? _____ # of meals ashore _____
(Dinners ashore are at your expense and are not included in charter fee)

Desserts: Do you enjoy desserts after dinner? _____

Snacks: Please list the types of snacks you prefer _____

Occasion Birthday _____ Anniversary _____ Honeymoon _____ Other _____

Kids They will eat _____

They won't eat _____

Notes: