

# St. Augustine Sailing Enterprises, Inc.

## CHARTER AGREEMENT

The undersigned charterer hereby charters and takes for hire; and St. Augustine Sailing Enterprises, Inc., (hereinafter "SAILING"), hereby lets to charter the following described yacht upon the following terms and conditions:

1. **YACHT AND TERM.** The yacht is described as \_\_\_\_\_. It is chartered for the period from 9:00 a.m. on \_\_\_\_\_ to and until 5:00 p.m. on \_\_\_\_\_. If the yacht is available, charterer shall be permitted to board it the night before the above stated charter term for a nominal additional charge. The yacht shall be returned in a clean condition and in the same condition of repair as accepted by charterer. It shall be docked on the final date of charter in sufficient time to permit it to be fully inspected by SAILING by 5:00 p.m.
2. **RENT.** Charterer shall pay rent for the yacht plus applicable sales tax. A deposit of up to 50% of the rent shall be paid at the time the yacht is reserved. The remainder of the rent shall be paid at the time of boarding. Charterer shall have the right to full refund of the rent deposit if requested of SAILING at least 14 days prior to the time of charter. Any request for refund within 14 days of the charter will be honored by SAILING to the extent that SAILING is able to charter the yacht during the reserved charter time to another charterer. In case of inability to use the yacht not being the fault of the charterer, including that caused by weather, SAILING shall credit any unused portion to future rental time.
3. **SECURITY DEPOSIT.** Prior to departure charterer shall deposit \$2500 with SAILING in cash or equivalent. Such deposit shall be security for performance of charterer's obligations hereunder. SAILING may apply this deposit to satisfy any obligation of charterer that may be in default, including the obligation to return the yacht clean and in proper repair; but neither the making of this deposit nor any use thereof by SAILING shall excuse charterer from performance of any obligation. Any portion of this deposit that has not been applied by SAILING shall be returned to Charterer within five days of termination of charter.
4. **USE OF YACHT.** The yacht shall be used only for general pleasure cruising and recreation; charterer shall not sub-charter yacht. Nothing herein shall preclude charterer from sharing the rent payable hereunder with members of his charter party. Charterer shall operate yacht in conformance with all operating instructions and requirements and not in violation of any law or regulation. Charterers shall operate the yacht only in navigable waters not to exceed, to the north: Savannah, GA; to the east: 30 miles from the coast; to the south: Palm Beach, Florida; and shall have no right to remove the yacht from such geographic area without prior written consent of SAILING.
5. **LIABILITY FOR LOSS OR DAMAGE.** Charterer shall maintain the yacht clean and in the same condition of repair as accepted by charterer. Charterer hereby

assumes all risk or loss to the yacht or injury to any person or persons from any cause whatsoever. Charterer shall indemnify and hold SAILING harmless from any claim, actions, proceedings, damages and liabilities arising from or in connection with charterer's possession, use and return of the vessel. The obligations of charterer established hereunder shall be abated to the extent of insurance payments received by the owner of the boat.

6. INSURANCE. SAILING represents that it is authorized to make this charter on behalf of the owner of the boat and that the owner has a property damage and liability insurance policy presently in effect on the boat protecting the charterer on account of damage to the yacht in excess of one percent (1%) of its value or liability up to \$300,000 less \$2500 deductible) arising in connection with its operation while the charterer uses the yacht in conformity with the terms hereof.
7. CERTIFICATION OF COMPETENCE AND FLOAT PLAN. Charterer represents that the certification of competence and float plan attached hereto are true and correct. Charterer acknowledges that SAILING has relied on both in connection with entering into this agreement.
8. INVENTORY. Charterer acknowledges that an inventory of equipment on the yacht will be taken at the time of departure, and that a second inventory will be taken upon the yacht's return. Charterer shall be responsible for any damage or shortage thereto.
9. Charterers will be prohibited to sail between sunset and sunrise.
10. All marina services during the duration of the charter shall be paid by the charterer (e.g. slips, fuel, etc.).
11. Pets are not permitted.
12. A charter may not exceed eight (8) people.

ST. AUGUSTINE SAILING ENTERPRISES, INC.

By: \_\_\_\_\_

AGREED TO AND ACCEPTED BY:

Charterer: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_

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