



*Apostle Islands  
Charters*

## **BAREBOAT CHARTER AGREEMENT**

The Undersigned (hereafter referred to as "CHARTERER") hereby charters and takes for hire and Apostle Islands Yacht Charters LLC (hereafter referred to as "AIC"), lets to the CHARTERER the following described yacht upon the following terms and conditions:

**1.) YACHT DESCRIPTION:** The yacht is described as the vessel "Akialoa" a Dufour 37 Sloop

**2.) TERM OF CHARTER:** The yacht is chartered for the period from 9:00 a.m. on \_\_\_\_\_ and docked by 3:00 p.m. on \_\_\_\_\_ in time to permit a preliminary inspection to be completed before 5:00 p.m.

**3.) COMPETENCE TO CHARTER/FLOAT PLAN:** CHARTERER represents that the resume of sailing experience and float plan attached hereto are true and correct. CHARTERER acknowledges that AIC has relied on both in connection with entering into this agreement. In the event of the person nominated as Skipper not having acted as the Skipper of a boat of similar size within the last 24 months or not having sailed within the last 24 months, AIC requires, on the first day of the charter, a half day of sailing, docking and anchoring under the review of a CAPTAIN (Captain at current AIC daily rate). The CHARTERER agrees and acknowledges the decision of the CAPTAIN is final. In the event of the CAPTAIN determining the Skipper has insufficient skills to operate the boat in a safe manner, the CHARTERER will have the choice of abandoning the charter (at which time the charter will be deemed to be canceled and all fees paid will be forfeited) or employing an AIC CAPTAIN (at the current AIC daily rate) for the term of the charter. AIC cannot guarantee the availability of a CAPTAIN and in the event of a CAPTAIN not being available, the charter will be deemed to be canceled. In any event, AIC reserves the right to require instruction at the CHARTERER'S expense if, in the judgment of AIC, the CHARTERER'S skill level is insufficient to operate the yacht in a manner safe for yacht and crew. CHARTERER agrees not to sail the yacht singlehanded and to ensure at all times that CHARTERER and at least one competent crew member is on board.

**4.) PHYSICAL ABILITY:** The CHARTERER acknowledges that sailing requires physical skill and in order to ensure the safety of all persons on board the CHARTERER confirms that all persons within the party are capable, without assistance, of stepping across a gap 2 ft wide and can climb up and down a 3-step ladder.

**5.) COURTESY BOARDING:** If the Yacht is available, and at the sole discretion of AIC, CHARTERER shall be permitted to board the yacht after 5:00 p.m. but no later than 9 p.m. on the night before the above stated charter term. In this event the vessel may be used for accommodation only and must not be moved from its slip/berth before 9:00 a.m. on the first day of charter.

**6.) RENT/CHARTER HIRE:** At the time of booking CHARTERER shall pay rent/charter hire for the yacht in addition to the applicable state sales tax to AIC.



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**7.) CANCELLATION TERMS:** 45 days or more prior to departure: \$300 fee or reschedule the charter dates with no penalty. 44 to 30 days prior to departure: \$400 fee or a \$100 fee to reschedule. Less than 30 days prior to departure: \$500 or a \$100 fee to reschedule.

**8.) SUBSTITUTION OF YACHTS:** AIC reserves the right to substitute yachts in case of equipment failure or other inability to provide the described yacht herein.

**9.) INVENTORY:** CHARTERER acknowledges that an inventory of equipment on the yacht will be taken at the time of departure and attached hereto; and that a second inventory will be taken on the yacht's return. CHARTERER is responsible for any damage or shortage of any gear or equipment thereto.

**10.) PERMITTED USE OF THE YACHT:** The yacht shall be used only for general pleasure cruising and recreation. CHARTERER shall not sub-charter the yacht to any other party. Nothing herein shall preclude CHARTERER from sharing the rent payable hereunder with members of his/her own charter party. However, the CHARTERER affirms that he is paying his/her own pro rata portion of the charter fee, and is not carrying passengers for hire. Night Sailing is not permitted. Motoring at night is permitted when dictated by weather, medical incident, other emergency which requires protection of yacht or personnel aboard. CHARTERER shall operate yacht in conformance with all operating instructions and requirements and not in violation of any law or regulation, federal, state or local. Maximum yacht capacity is stated and limited to the number of berths on the yacht made available by owner.

**11.) SMOKING IS NOT PERMITTED ABOARD AIC YACHTS.**

**12.) VESSEL SAILING OR MOTORING WHILE UNDER THE INFLUENCE OF ALCOHOL OR OTHER IMPAIRED USE IS NOT PERMITTED ABOARD AIC YACHTS.**

**13.) CRUISING RANGE:** CHARTERER shall operate the yacht only in safe and navigable waters within the area known as the Apostle Islands National Lake Shore, Bayfield and Madeline Island and shall have no right to remove the yacht from such geographic area without prior written consent of AIC below:

Officer at AIC

Signed AIC by:

PERMISSION IS HEREBY GRANTED FOR EXTENDED CRUISING TO

NAUTICAL MILES FROM THE NORMAL, HOME BERTH OF THE YACHT PER ATTACHED FLOAT PLAN.

**14.) RETURN OF THE YACHT:** The Yacht shall be returned on the final date of charter, by 3:00 P.M., in as clean a condition and in the same condition of repair as accepted by CHARTERER. If the CHARTERER fails to return the yacht so that AIC, at AIC option, may conduct a preliminary inspection, before 5:00 pm., the CHARTERER may be assessed a sum of \$100.00 for the first hour or any portion of an hour that the yacht is not available for such preliminary inspection. After one hour, the CHARTERER may be assessed a sum equal to a single day's rental of the yacht.

**15.) SECURITY DEPOSIT:** Prior to departure AIC will place a hold of \$1000 on the CHARTERERS credit card for a period of 7 days to cover a \$100.00 Cleaning Deposit and a Security Deposit amount equal to



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the yacht’s insurance deductible. Such hold shall be held as security for performance of CHARTERER’S obligations hereunder. AIC may apply this money to satisfy any obligation to return the yacht clean and in proper repair. AIC reserves the right to conduct a complete inspection of the vessel, including below the waterline, prior to releasing the credit hold. Neither the hold of this amount on the credit card, nor any use thereof by AIC, shall excuse CHARTERER from performance of any obligation hereunder. Any portion of this hold that has not been forfeited by the CHARTERER shall be returned to CHARTERER, which may not be until the below waterline section of the boat has been inspected at seasons end.

**16.) LIABILITY FOR DAMAGE:** CHARTERER shall maintain the yacht clean and in the same condition of repair as accepted by CHARTERER. CHARTERER hereby assumes all risk of loss and damage to the yacht or injury to any person from any cause whatsoever. CHARTERER shall indemnify and hold AIC harmless from all claims, actions, proceedings, damages, and liabilities from or in connection with CHARTERER’S possession, operation, use and return of the vessel. The CHARTERER shall receive full credit for all insurance proceeds received by owner of the yacht for any damage for which the CHARTERER is responsible.

**17.) INSURANCE:** AIC represents that it is authorized to make this charter on behalf of the owner of the yacht and that the owner has property damage and liability insurance policy presently in effect on the yacht protecting CHARTERER on account of damage to the yacht in excess of the yacht’s insurance deductible, or liability up to \$1,000,000, arising in conformity with the terms of this charter.

**18.) BOAT YARD SERVICES:** All marina services required during the duration of the charter shall be paid by the CHARTERER. Such services include, but are not limited to: slip fees, tie-up fees, fuel, lube oil, water, waste pump out, etc. In the event of a breakdown of the yacht requiring repair by a boatyard, no repair of any kind may be undertaken without the express permission of AIC management.

**19.) PETS/ANIMALS:** No pets nor animals of any kind are permitted aboard the yacht.

**20.) ZERO TOLERANCE POLICY:** AIC fully supports the USCG policy of Zero Tolerance with respect to the use or possession of illegal drugs aboard any and all yachts in the AIC Fleet.

CHARTERER:

APOSTLE ISLANDS YACHT CHARTERS LLC

ADDRESS:

BY:

PHONE:

POSITION:

Date

SIGNATURE /DATE

Apostle Islands Yacht Charters LC

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