

Bareboat Charter Agreement

Between *Lifebreeze Charters* and _____ herein referred to as *Charterer*, for the bareboat charter of the yacht *Lifebreeze*, a 2004 Hunter 41 sloop, herein referred to as *Yacht*.

Boarding: after 03:00 pm on _____, 2009

Disembark: by 05:00 pm on _____, 2009

Charter Fee: \$ _____ for ___ days. The reservation deposit of \$100 is due immediately. The remainder of the 1st half of the charter fee of \$ _____ is due by May 1st, 2009. The 2nd half of the charter fee of \$ _____ is due by the start of the charter and may be paid on arrival at the *Harbor Club Marina*.

Delivery: *Lifebreeze Charters* agrees to deliver the *Yacht* at the *Harbor Club Marina* in Sturgeon Bay, WI in good working order and ready for service. Should it be impossible to deliver the *Yacht* at the specified time, this agreement may be cancelled by the *Charterer* and all monies shall be refunded.

Security Deposit: *Charterer's* liability for the yacht is limited to \$2000 deductible of the owner's insurance policy, provided that the *Yacht* is operated in compliance with this contract. This is also the amount of the required security deposit. A credit card can serve in lieu of a security deposit. The security deposit shall be returned within 10 working days, if no loss, damage or adjustments are required. If significant cleaning of the *Yacht* is required following this charter, the *Charterer* allows *Lifebreeze Charters* to deduct an amount from the security deposit to reimburse the *Lifebreeze Charters* for any reasonable cleaning expenses incurred.

Default/Cancellation: This agreement may be cancelled by *Lifebreeze Charters* if any monies due are not received on time. A 30-day or more cancellation notice from the *Charterer* prior to the scheduled boarding date will result in a full refund. Notice given less than 30 days will result in a forfeit of the 50% of the charter fee, unless we are able to obtain a substitute booking. *Lifebreeze Charters* may cancel the charter at anytime during or prior to the scheduled sailing day without refund if the *Charterer* demonstrates a lack of skill, judgement or misrepresentation of ability in the management of the *Yacht*.

Restricted Use: The *Charterer* agrees to:

- Operate the *Yacht* using good seamanship and within the applicable laws,
- Operate the *Yacht* within 30 nautical miles of the bay of Green Bay,
- Not to sail or motor the *Yacht* at night, except to change anchorage,
- Not to smoke belowdeck,
- Not to bring pets,
- Not to race or operate the *Yacht* for pay.

Redelivery: *Charterer* agrees to return the *Yacht* at the *Harbor Club Marina* in Sturgeon Bay, WI by the specified time and date and with all equipment in the same condition and repair as received. *Charterer* shall pay pro-rated demurrage and compensation for any revenues lost if the *Yacht* is not returned on time.

Charterer Qualifications: *Charterer* agrees that he/she is qualified and possess the necessary experience in the management and operation of the *Yacht*. The *Charterer* will submit a written resume and or licenses and certifications relative to yachting experience to *Lifebreeze Charters* for evaluation, which upon approval by *Lifebreeze Charters* will become a part of this contract. Misrepresentation or lack of disclosure related to experience may result in cancellation.

Off Hire: If the *Yacht* should become inoperable through no fault of the *Charterer*, *Lifebreeze Charters* will pro-rate amount of the charter fee for that amount of time over 4 hours while the yacht is in repair.

Charterer Responsibilities: *Charterer* agrees to indemnify and hold *Lifebreeze Charters*, it's agents and employees harmless against all claims of causes of any kind involved with the use and charter of the *Yacht*.

Incident reports: *Charterer* will report in person or in writing any incident and or damages related to the operation of the *Yacht* during the charter to *Lifebreeze Charters*. This includes but is not limited to: injury to any person on the *Yacht* or as a result of the operation of the *Yacht*, loss, breakage or failure of rigging, gear, or items in the inventory, grounding, striking or making unintentional contact with another vessel, intervention by a governing body, and any incident which may render the *Yacht* in a lesser condition of operation than when boarded by the *Charterer*.

Charterer

Date



5/1/2009

For Lifebreeze Charters

Date