

Moorings' Copy – Please sign and return.



Head Charterer: _____

Contract #: _____ Departure Date: _____

The Moorings Crewed Yacht Vacations

TERMS & CONDITIONS

The Moorings shall:

1. Deliver the charter vessel to the agreed location staunch, clean and in full commission.
2. Provide a competent crew for your Moorings Crewed Yacht Vacation. The Moorings reserves the right to assign and substitute crews without notification to charterer. Charterer shall not have the authority to discharge the crew without prior consent from The Moorings.
3. Give charterer a credit certificate for use on future charters if there is a delay in delivery of the vessel of more than 24 hours, or the charter is cancelled by The Moorings.
4. Place charterer on a comparable vessel should the vessel charterer confirmed be unavailable due to causes beyond The Moorings' control.
5. Reserve the right to recall the vessel to the base upon the forecast or occurrence of severe weather. The Moorings may give charterer a credit certificate for use on future charters or the charter may be extended, subject to vessel availability. If charterer elects to prematurely end the charter, the charter is deemed cancelled and the cancellation policy will be followed.

Charterer shall:

1. Acknowledge that the acceptance of the vessel upon delivery constitutes full performance by the Moorings
2. Not hold The Moorings liable to charterer for any refund of charter fees or costs, including travel expenses, should the charterer cancel the charter.
3. Pay any expenses for additional services rendered at charterer's request that are not included in the charter price.
4. Indemnify and hold The Moorings, its insurers, affiliates and employees harmless for any death or injury arising from swimming, windsurfing, kayaking, or the use of dinghies, snorkels, masks or other equipment such as scuba equipment, the abuse of drugs or consumption of alcohol.
5. Accept responsibility for all costs, expenses or damages caused by the gross or willful negligence of the charterer, charterer's guest or charter party.
6. Depend on the crew for the safe navigation of the vessel and shall abide by the judgments of the crew as to the sailing, weather, anchorages and other pertinent matters.
7. Surrender the vessel at the time and place specified by The Moorings. Any delay in delivery of the vessel caused by the charterer may result in the charterer being charged pro rata the charter fee for use of the vessel, plus consequential and incidental losses suffered by The Moorings caused by the delay.
8. Use the vessel for pleasure only. The vessel shall not transport merchandise or carry passengers for pay without the prior written consent of The Moorings. Charterers shall not assign this agreement or subcharter the vessel without the prior written consent of The Moorings.
9. Comply with all laws and regulations of the US or of any other government within the jurisdiction in which the vessel may be at the time.

General Provisions:

1. The Moorings cannot be responsible or liable for loss, damage or theft of personal luggage and belongings. Please check with your insurance agent prior to departure to make sure you are adequately covered for any eventualities.
2. The Moorings cannot be responsible or liable for physical damage caused to equipment rented from parties other than The Moorings.
3. Should either party to this Agreement violate any provisions of this agreement or in any proceedings to enforce the terms of this Agreement, the prevailing party shall be entitled to recover from the other all legal fees and costs that may be incurred, including any fees and costs associated with court ordered mediation and arbitration, or appellate proceedings.
4. This Agreement cannot be modified without the written consent of both parties hereto and the failure of either party to insist upon strict compliance with the terms set forth herein shall not be deemed a waiver of any such party's rights hereunder.
5. This Agreement shall be construed and interpreted in accordance with the laws of the state of Florida, with the exception of any admiralty or maritime claims, which shall be construed under the maritime, admiralty laws of the United States. The venue for any proceedings hereunder shall lie in Pinellas County or the United States District Court for the Middle District of Florida, Tampa Division.
6. This Agreement constitutes the entire Agreement between the parties and supersedes all prior understanding and agreements to the extent inconsistent herewith. No representations or warranties not set forth herein have been offered to or made to any party as an inducement into this Agreement and all negotiations are merged herewith.

IN WITNESS WHEREOF, the parties hereto have executed these presents as of the date written below.

CHARTERER:

Signature: _____ Printed Name: _____ Date _____

This agreement must be signed and returned to The Moorings in order to start your charter. The Moorings requests prompt return of this agreement within 14 days of your initial deposit.

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