Motor Yacht *Runaway* CHARTER AGREEMENT **www.yachtrunaway.com**

CHARTERER'S NAME

ADDRESS

PHONE **FAX** **e-mail**

 # IN CHARTER PARTY **CHARTER DATES** **TO**

CHARTER FEE: $ **25% DEPOSIT $** *for confirmation*

2nd 25% DEPOSIT $ *due 90 days prior to charter*

BALANCE DUE ON ARRIVAL: $ ***in cash or traveler's checks***

PORT OF BOARDING **PORT OF RELEASE**

TERMS AND CONDITIONS:
Upon receipt of Charter Agreement and Deposit, a signed copy will be returned to you. This will be confirmation of your charter. Please make Bank Check or Money Order payable to **Captain James Ringland**, or provide Credit Card Authorization form. The deposit is **NON-REFUNDABLE** except under the following circumstances:

1. If the Captain agrees in writing that a refund is to be made.

2. If the Yacht becomes unfit for charter. (In the case of a mechanical breakdown, a 24-hour period is extended to the yacht to perform a charter.) Refund will be made on a pro-rata basis.

3. If the Charterer cancels his booking, and the yacht is re-booked for the same period (complete refund of deposit), or if re-booked only for a portion thereof, the refund will be made on a pro-rata basis.

· The Captain shall handle clearance and normal running of the yacht and be responsible for the safe navigation of the vessel, and the Charterer shall abide by his judgment as to sailing, weather, anchorage, and pertinent matters.

· Should the yacht, during the period of this charter party, be lost, stranded, or disabled by act of God, fire, perils of the sea, or other unavoidable accident rendering her unfit for the use or purpose of the charter and not brought about by act of Charterer, charter hire shall cease from the time thereof and neither of the parties shall be liable for the loss, damage, expense, or inconvenience resulting there from.

· Charterer agrees to be responsible for and to replace or make good any injury to the yacht, her furnishings and equipment caused by Charterer, or by any of their party, less ordinary wear and tear. The Yacht shall be surrendered free of any indebtedness that may have been incurred for account of the Charterer.

· **USE OR POSSESSION OF ILLEGAL DRUGS OR PARAPHERNALIA , INCLUDING MARIJUANA, ON BOARD THE VESSEL SHALL RESULT IN IMMEDIATE TERMINATION OF THE CHARTER WITH FORFEITURE OF ALL MONIES PAID.**

Please note: a Passport is required for every member of your party.

· The Charter Fee does not include gratuities to crew (usually 10 - 20% of charter fee), scuba diving fees, champagne and non-standard wine and liquor requests, and BVI Customs Fees (approximately $50.00 per person/per week).

UNDERSTOOD AND AGREED BY BOTH PARTIES

_____ _____ _____ _____

CHARTERER **DATE** **Capt. Jim & Lisa Ringland** **DATE**

Yacht RUNAWAY, Jim & Lisa Ringland, 5304 Yacht Haven Grande, Suite 104, St. Thomas, VI 00802
FAX: 800-883-8907 e-mail: yachtrunaway@gmail.com