

Sebago Sailing

Marina: Kettle Cove Marina S. Casco, Maine * Porto Bello St. (very end) Bokeelia, FL 33922
207-647-4400 / fax 978-339-0131 www.sebagosailing.com | www.sailcharlotteharbor.com

CHARTER AND RENTAL AGREEMENT

The undersigned CHARTERER hereby charters and takes for hire and Sebago Sailing, Inc., (hereinafter "SEBAGO SAILING, INC."), hereby lets to the CHARTERER the following described sailing vessel upon the following terms and conditions:

1.) VESSEL DESCRIPTION: The sailing vessel is described as the vessel : Name: _____

Type _____ Size _____

2.) TERM OF CHARTER: The sailing vessel is chartered for the following period:

from 9:00 a.m. on _____ to be docked or released to SEBAGO SAILING, INC. by 5:00 p.m. on (date) _____

In time to permit a preliminary inspection to be completed before 6:00 p.m. . Vessels must be returned in the presence of SEBAGO SAILING, INC. **If you are late for check in SEBAGO SAILING, INC. will charge a fee of no less than \$50 per hour of tardiness.**

3.) COMPETENCE TO CHARTER/SAILING RESUME: CHARTERER represents that the sailing resume attached hereto is true and correct. CHARTERER acknowledges that SEBAGO SAILING, INC. has relied on his/her verbal description of experience and sailing resume in connection with entering into this agreement. SEBAGO SAILING, INC. reserves the right to require instruction at the CHARTERER'S expense if, in the judgment of SEBAGO SAILING, INC., the CHARTERER'S skill is insufficient to operate the sailing vessel in a manner safe for sailing and motoring, vessel and crew.

4.) COURTESY BOARDING: If the Sailing vessel is available and is of a size larger than 22', and at the sole discretion of SEBAGO SAILING, INC., CHARTERER shall be permitted to board the sailing vessel for a fee after 6:00 p.m. on the night before the above stated charter term. 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 unless SEBAGO SAILING, INC. has already performed the checkout procedure on the vessel.

5.) RENT/CHARTER HIRE: CHARTERER shall pay rent/charter hire for the sailing vessel. 100% of such rent/charter hire has been forwarded with this agreement to SEBAGO SAILING, INC..

6.) REFUND : CHARTERER shall have the right to full refund of rent deposit if requested of SEBAGO SAILING, INC. at least 90 days prior to the time of charter, minus any transactional or administrative fees. Any request for refund within 90 days of the charter will be honored by SEBAGO SAILING, INC. to the extent that SEBAGO SAILING, INC. is able to charter the sailing vessel during the reserved charter time to other charter.

7.) SUBSTITUTION OF SAILING VESSELS: SEBAGO SAILING, INC. reserves the right to substitute sailing vessels in case of equipment failure or other inability to provide the described sailing vessel herein.

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

9.) PERMITTED USE OF THE SAILING VESSEL: The sailing vessel shall be used only for general pleasure cruising and recreation in reasonable weather and comfortable sailing conditions. CHARTERER shall not sub-charter the sailing vessel 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.

CHARTERER shall operate in conformance with all operating instruction and requirements and not in violation any law or regulation, federal, state or local.

10.) SMOKING IS NOT PERMITTED ON THE VESSEL

11.) CRUISING RANGE: CHARTERER shall operate the sailing vessel only in safe and navigable waters in Charlotte Harbor, Sebago Lake / Surrounding Western Maine Lakes from the normal, home berth of the sailing vessel and shall have no right to remove the sailing vessel from such geographic area without prior written consent of SEBAGO SAILING, INC. IF SEBAGO SAILING, INC. delivers sailing vessel to an area other than the above named, the sailing vessel shall be operated only in safe and navigable waters approved by SEBAGO SAILING, INC..

PERMISSION IS HEREBY GRANTED FOR SAILING IN CHARLOTTE HARBOR or SEBAGO LAKE AND SURROUNDING W. MAINE LAKES.

12.) RETURN OF THE SAILING VESSEL: The Sailing vessel shall be returned on the final date of charter, by 5:00 P.M OR BEFORE DARK, WHICHEVER IS EARLIER, for a preliminary inspection, in as clean a condition and in the same condition of repair as accepted by CHARTERER.

If the CHARTERER fails to return said vessel in a condition that is not as clean as received nor in the same condition of repair as accepted by CHARTERER, CHARTERER will forfeit \$50.00 deposit to clean the vessel plus any additional cost to return the sailing vessel to the condition it was prior to the acceptance by THE CHARTERER.

If the CHARTERER fails to return the sailing vessel at said time, the CHARTERER may be assessed a sum of \$100.00 for the first hour or any portion of an hour that the sailing vessel 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 sailing vessel.

13.) SECURITY : Prior to departure, CHARTERER shall have deposited with SEBAGO SAILING, INC., an amount, in cash or its equivalent, a \$50.00 Cleaning Deposit and a Security Deposit of a \$500.00 minimum amount.

Such deposits shall be held as security for performance of CHARTERER ' S obligations hereunder. SEBAGO SAILING, INC. may apply this deposit to satisfy any obligation to return the sailing vessel clean and in proper repair. SEBAGO SAILING, INC. reserves the right to conduct a complete inspection of the vessel, including below the waterline, prior to the return of the deposit. Neither the making of this deposit, nor any use thereof by SEBAGO SAILING, INC., shall excuse CHARTERER from performance of any obligation hereunder. Any portion of this deposit that has not been forfeited by the CHARTERER shall be returned to CHARTERER within ten days of completion of the charter.

14.) LIABILITY FOR DAMAGE: CHARTERER Shall maintain the sailing vessel clean and in the same condition of repair as accepted by CHARTERER. CHARTERER hereby assumes all risk of loss and damage to the sailing vessel or injury to any person, from any cause whatsoever. CHARTERER assumes the expense and risk of price for commercial towing if the sailing vessel is disabled for any reason. CHARTERER shall indemnify and hold SEBAGO SAILING, INC. 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 sailing vessel for any damage for which the CHARTERER is responsible. ANY FEES INCURRED BY A TOWING ORGANIZATION SUCH AS TOWBOAT US ARE THE RESPONSIBILITY OF THE CHARTERER.

17.) BOATYARD: 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, boat launch, tie-up fees, fuel, lube oil, water, waste pump out, etc. In the event of a breakdown of the sailing vessel requiring repair by a boatyard, no repair of any kind may be undertaken without the express permission of SEBAGO SAILING, INC.'S management.

18.) PETS/ANIMALS: Neither pets nor animals of any kind are permitted aboard the sailing vessel.

19.) CHILDREN: CHARTERER must comply with the USCG rules that any child under the age of 12 MUST wear an approved Personal Floatation Device at all times. No children under the age of 5 shall be permitted on the vessel. Absolutely **no infants shall be permitted on the vessel at any time.**

20.) ZERO TOLERANCE POLICY: SEBAGO SAILING, INC. fully supports the USCG policy of Zero Tolerance with respect to use or possession of illegal drugs aboard any and all sailing vessels in the SEBAGO SAILING, INC. fleet

Date: _____

CHARTERER _____

ADDRESS: _____ CITY _____

ZIP _____

PHONE: _____ EMAIL: _____

CELL PHONE: _____

SIGNATURE: _____

OPERATION OF ANY BOAT IN THE SEBAGO SAILING, INC. FLEET IS NOT PERMITTED AFTER 9PM OR SUNDOWN, WHICHEVER IS FIRST.

Payment credit card information:

Name on card if different from above _____

Billing address _____

City _____ Zip _____

Master or Visa (Circle One) Number _____

Expiration _____

THANKS FOR TOLERATING THIS PAPERWORK, WE LIKE IT ABOUT AS MUCH AS YOU DO...have to keep our insurance company happy!

