

## Bareboat Charter Agreement

In addition to all other documents I, as "Skipper" agree to all of the following as a condition of Chartering or Renting or Use of any vessel from Florida Keys Sailing.

1: I accept full responsibility for any and all damages for replacement or repair of anything damaged or lost on this vessel while any vessel is in my possession.

2: As "Skipper" of any vessel I assume full responsibility for the crew and the vessel as described by Maritime Laws. I will hold Florida Keys Sailing, Inc. and the owners harmless in all matters related to my use or misuse of any vessel while it is in my care.

3: Indemnify and hold Florida Keys Sailing, 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, consumption of alcohol, unauthorized night operation, or operating the vessel in areas designated hazardous by Florida Keys Sailing, Local or State areas designated as unsafe. This form must be signed and returned along with these Terms & Conditions. Charterer will be responsible for ensuring all members of the party have signed the agreement.

4: All Chartered or Rented Vessels in my Use are to be returned to Keys Fisheries & Marina on time as noted or late charges will apply @ \$50 per hour. The Recovery of any vessel or Assistance from Florida Keys Sailing will be charged at a rate of \$100 per hour in addition to the late charges. This includes any delivery of any vessels back to Keys Fishery & Marina for any reason. Such as: Charter related breakdowns or weather related issues or simply your failure to continue. Tow Boat US Insurance is available and can be purchased prior to your departure. All boats need to be returned on time to Keys Fishery & Marina.

5: An additional \$500 security deposit and a per trip anchoring fee of \$150 is required prior to any overnight anchoring. This would be paid before departing after check in and briefing.

6: Dockage at Keys Fishery & Marina is included in your Bareboat Charter Fee. Dockage or Mooring anywhere else would be at the Charter's expense.

7: All vessels must be returned clean, washed and wiped down as described: Topsides washed and rinsed. All trash, food, any supplies put onboard by you must be removed. The inside of the cabin and head must be wiped down. Any used linens should be placed in used pillow cases ready for us to pick up. Unused linens would be folded and stacked in sight in the main cabin. A cleaning fee of \$50 will be charged for boats returned not cleaned.

8: One holding tank pump out is included per charter at no charge additional

pump outs are \$25. No overboard discharge is permitted. Hose water is no charge and is available at our dock at Keys Fishery & Marina and so are the pump outs. We will pump out the vessel after you depart.

9: I am aware of a radius of 50 NM Navigation Limit on all vessels from Keys Fishery & Marina. The onboard GPS has a "track" and a "trip" function, do not lose or erase these while aboard or you may be charged \$500 for excessive usage and / or a possible grounding when you return.

10: I agree I will not anchor between the 2 bridges at Bahia Honda State Park due to the swift currents. I assume full responsibility for any fines levied for anchoring in any prohibited areas. You may not stay on any mooring balls overnight except in the Marathon City Mooring Field. Any nightly charge for mooring would be at the Charter's expense.

11: Any fuels used diesel, propane or gasoline are the Charter's responsibility and would be replenished at their expense.

12: I agree that Florida Keys Sailing may have 14 days after the return of any vessels to determine if any additional damages or charges have been incurred and to return the security deposit.

Signed: \_\_\_\_\_ "Skipper"

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

***Dates of my Charter:***

Arriving on: \_\_\_\_\_ (date and time)

Departing on: \_\_\_\_\_ (date and time)

***Additional Signatures:***

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_