

# M/Y Nauti Pleasure Yacht Charters

Charterer (Company/Person) Name \_\_\_\_\_ Cruise Date \_\_\_\_\_  
Contact Person \_\_\_\_\_ Cruise Time \_\_\_\_\_ To \_\_\_\_\_  
Billing Address \_\_\_\_\_ Estimated Charter Group Size \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Phone # Mobile/Text \_\_\_\_\_ Home: \_\_\_\_\_ Work: \_\_\_\_\_  
E-mail address (For Confirmation) \_\_\_\_\_  
Type of Event/Special Considerations \_\_\_\_\_  
Boarding Location: 200 Eglin Parkway Northeast, Fort Walton Beach, 32547 Other: \_\_\_\_\_

## Recreational Bareboat Charter Agreement:

Number of Hours Underway: \_\_\_\_\_  
Total Recreational Bare-Boat Charter Rate\*\*: \$ \_\_\_\_\_  
Reservation Deposit Received + FL Tax: \$ \_\_\_\_\_  
Balance Due Prior to Departure + FL Tax: \$ \_\_\_\_\_  
Incidental Security Damage Deposit Amount: \$ \_\_\_\_\_

**\*The Captain (Master) fee is not included for charters of more than 6 passengers. By signing below it is understood that "The Captain or Master" CANNOT be specified by the owner. The Captain is a properly licensed, credentialed and qualified independent contractor hired directly by "The Charterer". The Captain is engaged in the business of operating the vessel to be rented by the Charterer and is subject to the direction and operational consent of the Charterer at a rate to be determined by the two parties OR at a rate of \$25.00 per hour (4 hours minimum) payable directly to the Captain. The Charterer agrees to pay the Captain the following amount for his/her services for this charter:**  
Captain: \_\_\_\_\_ \$ \_\_\_\_\_

- A credit card hold for incidental damage/security deposit of \$1,100.00 (50% of the Owner's "per incident" insurance deductible) is required prior to departure.
- The charter balance is due the day of the scheduled cruise prior to departure or as otherwise agreed between the Owner and the Charterer.
- Pre-boarding and provisioning begins up to 45 minutes prior to scheduled departure or as otherwise agreed with 15 minutes provided for off-loading. (1 hour total)
- The reservation deposit shall be fully refundable **IF** charter is cancelled within 10 days prior to the scheduled cruise date.
- In the event of unforeseen circumstances preventing the charter from occurring the deposit may be transferred to another date within 30 days of scheduled cruise.
- In the event of unforeseen circumstances requiring the Owner to cancel the charter the deposit shall be fully refundable.

**Captain:** The "Charterer" understands that the M/Y Nauti Pleasure is a Recreational Bare-boat Charter (Demise) operation. Captain services are not included in the charter fee. All applicable federal, state and local laws, regulations and conditions of such designation as a Recreational Bareboat Charter is in effect and is agreed upon between the contract parties. The Charterer is aware that they are responsible for the safe navigation of the vessel by means of contracting a qualified licensed Master (Captain) of passenger vessels not less than 25 gross domestic tons. The Charterer shall be responsible for any independent contractor payments to the Captain separate from the fees associated with the charter boat rental. To be considered "The Master" the person must be 1) engaged in the business of operating the vessel, 2) has not contributed consideration for carriage, and 3) is paid for on-board services. This document signed by the Charterer shall serve as a valid contract between The Captain and the Charterer. Initials: \_\_\_\_\_

**Damages:** It is agreed that the M/Y Nauti Pleasure is to be returned in the same exact condition as when it was released to the charter party. Damages sustained while vessel is on charter unrelated to normal wear and tear are the full financial responsibility of the charter party whether intentional, accidental or a result of negligence. If damages and/or repairs should exceed the amount of the security damage deposit, the charter party agrees to be financially responsible for damages up to the full amount of the owner's per incident insurance deductible which equals two percent (2%) of the declared hull value (\$110,000.00 USD) or Two Thousand Two Hundred Dollars (\$2,200.00). Initials: \_\_\_\_\_

**Catering:** The Charterer is allowed to bring all their own food and beverages. The Charterer is responsible for any items required for the proper service of such food and beverage unless otherwise contracted. The charterer and their guests assume responsibility for all catering and cruise costs should the Charterer decide to cancel the charter due to weather conditions or any other reasons. M/Y Nauti Pleasure is not responsible for consequences arising from or associated with adverse weather. In the event of rain reserved charter times will go as scheduled. If weather precludes a charter, charter will be held dockside until weather improves or until scheduled cruise time expires. M/Y Nauti Pleasure shall not be responsible for Charterer's catering costs associated with any postponed, rescheduled or cancelled charter. Initials: \_\_\_\_\_

**Injury/Death:** The Charterer is responsible for the actions and safety of their party while on Charter. The Charterer agrees that the potential for death and/or injury to themselves and/or their passengers are an inherent factor aboard a recreational bare-boat chartered vessel. The Charterer agrees that circumstances resulting in death or injury exist beyond the reasonable control of the Owner of the vessel. The Charterer agrees that all passengers boarding the Nauti Pleasure do so voluntarily and at their own risk for injury or death. The Charterer agrees to indemnify and hold harmless the Owner of the Nauti Pleasure from claims arising from the Charterer's passengers or themselves which result in accidental death or injury. Initials: \_\_\_\_\_

**Verification:** This document represents a contractual agreement between Nauti Pleasure and the Charterer. An e-mail transmission (e-mail) with an electronic signature shall be deemed to be an original and an acceptance of the contract terms. Customer agrees to pay all cost of collections including reasonable attorney's fees. Returned check fee is \$30.00. Declined credit card fee is \$30.00. Initials: \_\_\_\_\_

Please confirm charter date and charter time prior to returning this contract at leekleys@aol.com. Thank you!

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

Printed Name: \_\_\_\_\_

**E-mail: leekleys@aol.com**

981 Highway 98 East, Suite 3-121, Destin, Florida 32541

1-877-533-5539