



Charter Agreement

Charterer Name: _____
Dates: _____
Confirmation Number: _____
Vessel Type: Lagoon 440
Commencing 5 pm
And ending 9 am
Cruising the waters of: _____
Number of Cabins: _____
Price of charter: _____ Deposit amount: _____
Diving: \$70.00/dive Due on or before: _____
And Final payment of _____

IMPORTANT PAYMENT INFORMATION

Festiva Sailing Vacations will automatically charge your credit card on file for advanced payments. Please contact us at least 5 days prior to your next payment if additional credit card information needs to be submitted. If preferred payment is by check, please contact us prior to your next payment. Late fee of \$50.00 will be applied for payments not received by due date.

Delivery: The Owner agrees to deliver the yacht ready for service and agrees to allow demurrage pro rata to the Charterer for any delay in delivery. Should it be impossible for the Owner to make delivery as stipulated through causes beyond his control such as acts of God including severe storm, mechanical breakdown, accident or sickness and should such delivery not be made within 24 hours thereafter, then this agreement may be canceled by the Charterer and any charter money paid in advance shall be returned to the Charterer.

Changes In Specifications: From time to time the specifications of this yacht and her equipment may change due to repairs or refurbishment of the yacht or the exchange of one recreational item for another. Additionally, due to occasional changing boat availability conditions, Owner may, in rare circumstance, be required to also change the type of yacht. Should the replacement yacht be of lesser value, Owner will reimburse the difference to Charterer. Finally,

Accidents: Should the yacht during the period of this charter be lost, stranded or disabled by act of God or unable to perform this charter because of severe storm, fire, perils of the sea, or other unavoidable accident and such situation was not brought about by act or fault of the Owner, charter hire shall cease from the time thereof and neither of the parties shall be liable for the loss, damage, expense or inconvenience resulting therefrom.

Cancellation: Should Charterer choose to cancel their trip, they will be subject to the following cancellation policy, unless Charter Trip Protection has been purchased, in which case, the Trip Protection terms will apply.

90 days or more prior to departure – \$300 administrative fee
89-60 days prior to departure – Loss of 50% of Charter fee
59-0 days prior to departure – NO REFUND

Insurance: The Owner insures the vessel against fire, marine and collision risks and protection and indemnity coverage for the term of the charter and thereby the Charterer shall be relieved of any and all liability for such loss or damage.

Initials: _____

Disclaimer: The Owner, his agents, Festiva Sailing Vacations and all related entities accepts **no responsibility for accidents, injuries, or death due** to swimming or the use of snorkels, masks or allied equipment such as SCUBA equipment whether supplied by the Owner, his agents or others. Neither the Owner or his agents listed above, are liable for any bodily injury or death related to water skiing, scuba diving, spinnaker flying, halyard flying, the vessel's dinghy, outboard motor, other on-board or in-water activities or use of vessel's equipment and the Charterer acknowledges the risks of such activities and agrees to this provision.

Drug Possession or Unlawful Actions: The Charterer agrees to prohibit the use or possession of any illegal drugs on board the vessel by any members of his party and will be totally responsible for any loss or damage to the vessel due to any violation of Customs or applicable Drug Acts. If such substances are used by or found in the possession of guests, the captain will put the guests ashore at the next port of call without refund of any charter fees. The Charterer agrees that the vessel shall be used exclusively for pleasure purposes and will in no way violate the laws of the USA or any other government within the jurisdiction of which the vessel may be at any time throughout the charter.

Captain's Duties: The Owner certifies that the Captain is competent coastwise and in deep-sea navigation. It is understood by both parties to this contract that while the Charterer may request the general course of the voyage and ports of call, the Captain shall handle clearance and normal running of the vessel and be responsible for the safe navigation of the same and that Charterer shall abide by his judgement as to sailing, weather, anchorages and pertinent matters.

Charterer's Responsibility: The Charterer agrees to be responsible for and to replace or make good any injury to the yacht, her furnishings or equipment caused by himself or by any of his party through carelessness or neglect and to satisfy any indebtedness that may have been incurred for account of or by order of the Charter party.

Additions: The charter fee includes food and standard bar, cruising taxes and all expenses related to running of the vessel including the use of sports equipment on board except as noted below. **Not included in the charter rate** is the rental of sports equipment not inventoried by the yacht, off-yacht excursions or meals and drinks, telephone or similar expenses incurred by the charterer and optional crew gratuities.

Arbitration: Both parties to this contract agree to submit to binding arbitration under the guidelines of the American Arbitration Association to be held in Asheville, NC to resolve any dispute that should arise as to contract provisions.

Trip Cancellation Protection: The charterer acknowledges that trip cancellation protection has been offered and that he/she has the choice of either accepting or declining such coverage.

Certification of Authorization: The Owner's employee signing this contract certifies that he or she is authorized to sign on behalf of Owner. The Charterer signing this contract certifies that he/she has been authorized by all members of the charter party to sign on their behalf and this contract shall be binding on all members of the charter party as if they had each individually signed same.

To the true and faithful performance of the foregoing Agreement, the said parties hereto bind themselves, their heirs, executors, administrators and assigns, each to the other and hereto have set their hands.

Owner: _____ **Date:** _____

Charterer: _____ **Date:** _____

**Festiva Resorts LLC
One Vance Gap Rd.
Asheville, NC 28805
828-254-3378**