

GHOST ELITE CHARTERS

CHARTER AGREEMENT

BETWEEN:

(OWNER)

AND:

(CHARTERER)

CHARTER PERIOD

FROM:

TO:

Location of embarkation:

Location of disembarkation:

CHARTER FEE

EXCLUSIONS:

BOOKING CONDITIONS

DEPOSIT: A deposit of 25% non-refundable is required at the time of booking to confirm the charter

FINAL PAYMENT: The balance of the charter fee is to be received as cleared funds no later than 7 days prior to the charter date

CANCELLATION:

BOND: A bond of \$1,000 is to be paid prior to the charter date, which will be refunded within 7 days of the charter completion unless any of the following have occurred:

- Loss of or damage to the vessel, its fittings or equipment caused by guests of the charter
- An unreasonable amount of excessive uncleanliness caused by guests of the charter.

LIMIT OF LIABILITY

It is a condition of the charter that the liability of the Operator, its servants, agents and sub-contractors is agreed to be limited in accordance with the Limitation of Liabilities and Maritime Claims Act 1989

INDEMNITY

The Charterer agrees to indemnify, and hold harmless, the Owner, its agents and employees, from and against any and all losses, claims, actions, costs (including legal costs), expenses, fees, damages and liabilities which the Owner may sustain or incur resulting from:

- any negligent act by the Charterer or members of the Charterers group.
- any damage, loss or theft of any property belonging to and charter guest arising of the charter
- any personal injury or death caused or contributed to by any negligent, reckless or wilful act or omission of the charterer.

WEATHER

The owner is not responsible for the weather conditions and any adverse weather conditions do not give the charterer the right to terminate the charter. The Captain or the Owner will determine if the weather conditions are safe to operate the charter as planned.

SUITABILITY

It is acknowledge the Charterer is satisfied with the suitability of the vessel for the charter period.

SAFETY – CAPTAINS AUTHORITY

- The Charterer and charter guests will comply with all directions given by the Captain of the vessel
- The Captain can terminate the Charter at any time and return to the point of embarkation if the Captain believes the safety of the vessel or passengers is at risk or the guests refuse to comply with the Captains directions
- Maximum number of persons on board will not exceed those specified in the vessel’s license
- Responsible service of alcohol regulations apply. Any charter guest intoxicated or appearing to be intoxicated may be refused alcohol service

LIABILITY OF SIGNATORY

It is acknowledged the person signing this agreement signs on behalf of the Charter guests and is authorised to do so. This person will be held responsible for the Charter guests and payment of monies under this agreement.

DEFINITIONS

AGREEMENT means this agreement between the owner and charterer

CAPTAIN means the master of the vessel which is subject to the charter

CHARTER means the provision of the vessel to the charterer for the period stated for the charter fee

CHARTER GUEST means any person onboard the vessel as part of the charter

CHARTERER the person responsible for the payment of the charter fee and the charter guests onboard

OWNER means Bell Property Holdings trading as Ghost Elite Charters

VESSEL is the 87’ Warren Yachts Sports Yacht “GHOST”

ACCEPTANCE

CHARTERER:

On behalf of:

Address:

Email:

Phone:

Signature: Date:.....

OWNER:

On behalf of:

Address:

Email:

Phone:

Signature: Date:.....