

Recreational Vessel Bareboat Charter Agreement

DATE:			
CHARTERER NAME:	SCHEDULED CHARTER TIME:	CHARTERER SELECTED / HIRED OPERATOR:	
	From: To:		

Offline Yachts, the "Owner" of the vessel described below hereby agrees to relinquish command, control, and possession of the vessel to the "Charterer" as listed above. The Charterer shall utilize the vessel under the rules of this Bareboat Charter agreement and all appliable maritime rules, policy, and laws as regulated by the U.S. Coast Guard and any other duly authorized regulatory body. No member of the Charterer's group shall receive consideration from a passenger for hire as a condition of carriage on the vessel, whether directly or indirectly flowing to the Owner, Charterer, Representative, or any other person having an interest in the vessel. No person under the age of 18 may sign contract or charter the vessel.

Section I - Vessel Description:

Vessel Name:	SAME TO S	ersons Allowed:	Vessel Make/Model:
Offline		+ (3571lbs)	2017 Galeon 500
Official Number:	V	essel Type:	Gross Tons
1304763		Cabin	29
<i>Hull ID #:</i>	Length:	Fuel Type:	<i>Hull Material:</i>
GLN500041617	47' 4"	Diesel	Fiberglass

Section 2 - Charter Terms:

The U.S. Coast Guard is responsible for regulating and enforcing standards on bareboat chartered vessels. Regulatory law states that no more than 12 passengers are allowed onboard. The **Charterer** shall ensure that no more than 12 passengers are carried onboard the vessel (not including **Charterer** or any hired Operator and/or crew). The **Charterer** is responsible for all food, fuel, and stores. All port charges, if any, are paid by the **Charterer**.

Charterer Signature:	١ì
Charterer Signature.	J



Section 3 - Vessel Delivery and Redelivery:

Owner shall be deemed to have delivered the Vessel to the Charterer upon satisfactory inspection and safety gear familiarization. Upon completion of charter, redelivery of vessel shall be deemed to have been completed once the Owner conducts an inspection of vessel and safety gear inventory. The Vessel is equipped with the following USCG required safety gear.

USCG Approved Lifejackets	Operational Sound Producing Device
Throwable Floatation Device	Operational Navigation Lights
First Aid Kit	Distress Signals
Operational Fire Extinguishers	Anchor & Line

Section 4 - Area of Permitted Use:

The vessel shall only be operated in waters allowed under regulatory rules, insurance constrains, vessel limitations, and Charterer hired Operator and crew knowledge/confront level. The **Owner** retains the right to limit vessel operating area due to vessel limitations and any deviation shall be approved by **Owner**.



Section 5 - Charterer Employment of Crew:

It is understood that at all times the **Charterer** remains responsible for the operation and management of the Vessel. As part of this agreement the **Charterer** agrees, if and when necessary, to employ a vessel Operator with knowledge and experience as outlined in this Section. The **Charterer** is responsible for selecting and payment of any hired Operator and/or crew. At no time should the **Charterer** hire an unqualified and untrained person to fulfill the role and duties of Operator or crew. In order to ensure a minimum level of competency, any hired Operator must present a valid US Coast Guard 100-ton Master License and be able to demonstrate area familiarization. This is essential to ensure the **Charterer** has a high degree of confidence that anyone hired can fulfill the duties and responsibility of Operator. As a courtesy, and when requested, the owner will supply a list of qualified Operators. It is important to understand that any crew accompanying Operator is deemed to have been selected by the Charterer. It is recognized that at any time, for cause, the **Charterer** may discharge the Operator and/or crew. Whenever an Operator is discharged for cause or prior to completion of chartered period, the **Charterer** and the **Operator** are required to notify the **Owner** and return vessel to the departure location.

Charterer Signature:



Section 6 - Operator's Authority:

The Charterer is responsible for ensuring any hired Operator and/or crew members are experienced, licensed, if applicable, and competent in the handling and operation of the chartered vessel listed in Section 1. The vessel Operator should possess sufficient practical knowledge in order to perform necessary tasking. The Operator's authority and responsibility along with normal vessel operation extends to being responsible, along with the Charterer, for immediate notification to the Owner of any accidents, vessel operation issues, crew changes, discharge of crew, or major incidents that occur during his/her employment by Charterer.

Section 7 - Insurance:

This bareboat charter includes insurance obtained for the **Charterer** covering liability. As part of insurance requirements, the insurer may or may not require additional requirements in excess of the required licensing and area familiarization demonstration.

Section 8 - Early Termination by the Owner:

The **Owner** shall be entitled to withdraw the Vessel from the Charterer's service and/or to terminate this Charter agreement, with immediate effect if at any time the **Charterer** is found to be or have been operating the vessel while intoxicated and/or under the influence of illegal or legal drugs that impair judgement. In the event of termination, the **Owner** has the right to take possession of the Vessel wherever the same may be located, whether in any port, harbor, or other place. For these reasons, the **Owner** may, without prior demand or the need for any legal process or order, enter upon any place where the Vessel is located in order to take possession of the Vessel.

Section 9 - Indemnification, Hold Harmless, Defend:

The Charterer agrees to indemnify, hold harmless and defend the Owner from any and all claims and liabilities for loss or damage to Charterer, Guests, Invitees, and to any third parties whatsoever, which may be occasioned by the negligence or intentional acts of Charterer, guests, or invitees, except to the extent such claims are covered by insurance.

Section 10 - Severe Weather:

The Charterer should always check the local weather forecast before leaving the dock. Besides newspaper, radio, and television forecasts, Charterer's should get to know online forecasts published and updated frequently by the National Weather Service (NWS) and various private sector forecasting companies. Ships, marinas, and yacht clubs also may display storm warning flags. It is the Charterer and any Charterer hired Operator's responsibility to understand the boat's limitations and to prevent operation during severe weather conditions that may put persons and equipment in harm's way.

6-00 March 1990 March	١.
Charterer Signature:	٠,
onanterer orginatares	_



CONTRACTUAL ASSUMPTION ACKNOWLEDGEMENT OF RISKS AND LIABILITY WAIVER AND RELEASE AGREEMENT IN CONSIDERATION of being permitted to participate in the charter provided by OFFLINE YACHTS, FOR MYSELF AND/OR any minor children for whom I am the legal guardian/parent or otherwise responsible and for my/our heirs, personal representatives or assigns:

I fully acknowledge that some, but not all of the risks of participating in the charter in which I am about to engage may include 1) wind shear, inclement weather, lightning, variances and extremes of wind, weather and temperature; 2) any sense of balance, physical condition, ability to operate equipment, swim and/or follow directions; 3) collision, capsizing, sinking or other hazard which result in wetness, injury, exposure to elements, hypothermia, impact of the body upon the water, injection of water into my body orifices, and/or drowning; 4) the presence of insects and marine life forms; 5) equipment failure, operator error, transportation accidents; 6) heat or sun related injuries or illness, including sunburn, sunstroke or dehydration; 7) fatigue, chill, and/or dizziness which may diminish my/our reaction time and increase the risk of an accident; 8) slippery decks when wet 9) swimming, snorkeling, wading in the water or while on any provided equipment; 10) embarking and disembarking of the vessel.

I specifically acknowledge I have been given instruction/training in the safe use of the type of equipment used during the charter to my complete satisfaction, and I am physically/mentally able to participate in the charter which I am about to engage.

CONTRACTUAL/EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITIES

I fully agree to assume all responsibility for all the risks of the charter to which I am about to engage, whether identified above or not (I FULLY UNDERSTAND THAT I UNDERTAKE EVEN THOSE RISKS ARISING OUT OF THE NEGLIENCE) My/Our participation in the charter is completely voluntary. I assume full responsibility for myself and any of my minor children for whom I am responsible. This responsibility that I assume on my behalf and that of my minor children, or those children for whom I am legally responsible, extends to any bodily injury, accidents, illnesses, paralysis, death, loss of personal property and expenses thereof as a result of any accident which may occur while we participate in the activities I completely understand and agree to accept all responsibility on behalf of myself and my minor children, or those children for whom I am legally responsible, even if these injuries, death, or loss of personal property are caused in whole or in part by the negligence of the releasee.

I hereby release OFFLINE YACHTS, their affiliated and related companies, their principals, directors, officers, agents, employees, and volunteers, their insurers, and each and every landowner, municipal and/or governmental agency upon whose property and activity is conducted, as well as their insurers, if any, from any and all liability of any nature for and all injury or damage (including death) to me or my minor children as well as other persons as a result of my/our participation in the activity, even if caused by my negligence.

I have read this assumption and acknowledgements of risks and release of liability agreement; I understand fully that it is contractual in nature and binding upon me personally. I further understand that by signing this document I am waiving valuable legal rights including all rights I have against the owner, the operator named above, or their employees, agents, servants or assigns. I FULLY AGREE IN CONSIDERATION FOR BEING ALLOWED TO PARTICIAPTE TO HOLD HARMESS AND IDEMNIFY THE OWENER, THE OPERATOR NAMED ABOVE OR THEIR EMPLOYEES, AGENTS, SERVANTS, OR ASSIGNS FOR ANY INJURY WHICH MAY BEFALL ME, MY MINOR CHILDREN OR THOSE CHILDREN FOR WHOM I AM LEGALLY RESPONSIBLE (INCLUDING DEATH).

(All passenger must sign liability form. An adult may sign on behalf of any minor passengers)

Charterer Signature:





Bareboat Charter Agreement

By signing, each person acknowledges that they have read and understand the liability waiver.

Charterer and all passengers must individually print and sign their name. An adult may sign for a minor under 18.

1	ტ
2	ტ
3	<u>ம</u>
4	ტ
5	<u>ம</u>
6	ტ
7	ம்
8	ტ
9	ტ
10	<u>ம</u>
11	(1)
12	ტ

Charterer Hired Operator and Cre	ew 、
minute participation of the meanure	_ტ
	(1)

