



BRAVEHEART CHARTERS
6100 Red Hook Qtrs., Ste 2, St Thomas, VI 00802
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(340)998-1878, fax (419)818-2068



YACHT CHARTER AGREEMENT

Braveheart, 6100 Red Hook Qtrs. Ste 2, St Thomas VI 00802 (340) 998-1878

Name of Yacht _____ Address/Telephone Number _____ Date _____

Between: Braveheart Charters, Inc. and _____
 Owner Charterer/Charter Party

Ph. () - _____

Address of Charterer/Telephone _____

From (Noon) _____ to (Noon) _____
 Date Date

\$ _____ = \$ _____ Deposit + \$ _____ Balance + 15% Gratuity
 Amount/Charter = Deposit + Balance Due (CASH OR TRAVELER'S CHECKS ONLY) upon boarding
 Or by personal check to Braveheart Charters, Inc. if received 6 weeks before Charter

Maximum Charter Guests _____ No. Days _____ No. Nights _____

Cruising Area _____ Port of Boarding _____ Port of Release _____

DELIVERY: The Owner agrees to deliver the yacht at port of boarding in full commission and in proper working order, outfitted as a yacht of her size, type and accommodations, with full equipment, inclusive of that required by law, and fully furnished, including galley and dining utensils and linens and blankets; staunch, clean and in good condition throughout and ready for service; and agrees to allow demurrage pro rata to the Charterer for any delay, longer than 24 hours, in delivery. But should it be impossible for the Owner to make delivery as stipulated through causes beyond his control and should such delivery not be made within 24 hours thereafter, then this Agreement may be cancelled by the Charterer and any charter money paid in advance shall be returned to him without further liability to the Owner.

INSURANCE: The Owner represents that the yacht is insured against fire, marine and collision risks, and with protection and indemnity coverage for the terms of this charter. In case of any accident or disaster, the Charterer shall give the Owner or Captain prompt notice of the same. Said policies of insurance are held by Owner. The Owner shall not be held responsible for any injury suffered by the Charterer or any member of his party, either the said party's person or property, during the term of this charter regardless of whether any such injury may occur onboard the yacht or elsewhere. More specifically, but without limiting the foregoing, the Owner and his insurance underwriters accept no responsibility for accidents, injuries, or death due to swimming or the use of snorkels, masks, or allied equipment such as SCUBA equipment whether or not it is supplied by the Owner or Charterer except as specifically covered by the Owner's policy of insurance. Neither the vessel, it's owner or charter company are liable for any bodily injury or death related to water skiing, spinnaker flying, halyard flying or the vessel's dinghy or outboard motor.

ACCIDENT: The Owner agrees that should the yacht after delivery sustain breakdown of machinery or be disabled or damaged by fire, grounding, collision or other cause so as to prevent the use of the yacht by the Charterer for a period of time not less than 24 consecutive hours at any time, the same not being brought about by any act or default of the Charterer, the Owner shall make a pro rata return of hire to the Charterer of such period in excess of the said 24 hours the yacht shall be disabled or unfit for use. If said damage is so extensive that the yacht cannot be or is not repaired within two (2) days, the same not being brought about by any act or default of the Charterer, then the Charterer shall have the right to terminate the charter, in which case the charter price shall be abated pro rata and charter money paid in advance shall be rebated pro rata from the time of such damage.

REDELIVERY: The Charterer agrees to redeliver the yacht, her equipment and furnishings, free and clear of any indebtedness incurred for the Charterer's account, at the expiration of this charter. Charterer agrees to be responsible for and to replace or make good any injury to the yacht, her furnishings and equipment, caused by himself, or by any of his party, less ordinary wear and tear. Should the Charterer not make redelivery of the yacht at the time and place stipulated, he shall pay demurrage pro rata to the Owner for the time that such delivery is delayed at the same rate as is provided herein for the charter plus any losses that may sustain due to the delayed delivery resulting in the Owner not being able to make agreements with other charterers.

RESTRICTED USE: The Charterer agrees that the yacht shall be employed exclusively as a pleasure vessel and not for sub-charter and shall not transport merchandise or carry passengers for pay, or engage in any trade nor in any way violate the Laws of the United States of America, or of any other government within the jurisdiction of which the yacht may be at any time, and shall comply with the law in all other respects.

ADDITIONAL RESTRICTED USE: The Charter Party agrees to prohibit the use or possession of any illegal drugs, including marijuana, on board the charter vessel and will be totally responsible for any loss or damage to the yacht due to any violation of Customs or applicable Drug Acts. Penalty for discovery of illegal drugs and controlled substances other than by prescription on board a vessel in these islands is confiscation and forfeiture of the vessel even if the presence of the substances is unknown to the crew. Therefore, if such substances are used by or found to be in the possession of the Charterer or guests, they will be put ashore at the next port of call without refund of charter fee and shall result in immediate termination of the charter with forfeiture of all monies paid.

AUTHORITY: The Captain is competent, not only in coastwise, but in deep sea navigation. The Captain shall handle clearance and the normal running of the vessel. The captain shall receive orders from the Charterer as to ports to be called at, the general course of the voyage, but the Captain shall be responsible for the safe navigation of the yacht, and the Charterer shall abide by his judgment as to sailing, weather, anchorages, and pertinent matters. It is clearly understood that the captain is in full command and the Charterer agrees to abide by his judgment as to clearance, sailing, weather, anchorage, and other pertinent matters regarding the vessel.

NON-ASSIGNMENT: The Charterer agrees not to assign this agreement or sub charter the yacht without the consent of the Owner in writing.

LIENS: The Charterer, his agents and employees have no right to permit or suffer the creation of any maritime liens against the yacht. The Charterer agrees to indemnify the Owner for any charges or losses in connection therewith, including reasonable attorney's fees.

ADDITIONAL CONDITIONS: Casual sailing instruction does not include a certification and there is no additional charge. Marina dockage if applicable, upon the request of the charter guests is not included. Fine wines and champagnes are not included and can be purchased upon request of the charter guests at their expense. Charter Fee does not include a customary gratuity in the amount of 15% payable to a deserving Captain and Crew upon the completion of a successful charter.

ADVANCED PAYMENTS: It is understood that the advanced payments are considered an earned fee and will be held in escrow to be dispersed at the appropriate time to the Owner.

DEFAULTS: It is mutually agreed that should any installment of the charter money be not paid on the date designated, [or within seven (7) days thereafter,] the Owner shall have the right to resume possession of the yacht and terminate the charter, without prejudice to this rights in respect of any arrears of charter money, or of any breach by the Charterer of the conditions herein contained.

CANCELLATIONS: It is further agreed by the parties hereto that IF THE CHARTERER MUST CANCEL, ALL MONIES WILL BE FORFEITED unless the yacht is re-booked for the original dates booked. Returns will be in full or pro-rated according to dates rebooked less 15% cancellation fee. If the Owner must cancel, the deposit paid shall be refunded in full by the Owner to Charterer.

ARBITRATION: Any controversy or claim arising out of relating to this Agreement, or the breach thereof, shall be settled by arbitration in accordance with the Rules of the American Arbitration

Association, said arbitration to be held in St Thomas, Virgin Islands, unless another place is mutually agreed upon. The decision in writing signed by any two of said arbitrators shall be final and binding upon both the Owner and the Charterer, the expenses in connection with such arbitration to be equally divided between them. Judgment upon any award reached by the Arbitrator(s) may be entered in any Court of said State having jurisdiction thereof.

BROKERAGE: The Owner and the Charterer recognize Braveheart Charters, Inc., as sole agent in connection with this Agreement.

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.

IN WITNESS WHEREOF, the parties hereto have set their hands,
This ___ day of _____ 20__.

WITNESS:

OWNER/ CAPTAIN:

CHARTERER:
