

Superior Charters Inc. 2010 Yacht Charter Agreement

INVOICE NUMBER: _____ **CHARTERER NAME:** _____

1. This Agreement is between Superior Charters, Inc. (Superior Charters) and the below signed Charterer. Superior Charters shall deliver the yacht to Charterer, clean, seaworthy and in good running order. Superior Charters reserves the right to substitute a comparable yacht should the specified yacht not be available due to reasons beyond Superior Charters' control. Superior Charters guarantees that if a breakdown of essential equipment occurs during the charter, we will complete a repair within four working hours of notification or you will be provided compensatory sailing time for any time exceeding four hours. To be covered under this guarantee the yacht must be within a twenty-mile radius of Pike's Bay or Port Superior marinas. Superior Charters is the authorized agent for the owner of the yacht.
2. Charterer may board the yacht after 6 p.m. on the evening prior to the first day of the charter. Charterer shall inspect the yacht upon delivery and locate each item listed on the yacht's inventory sheet. Charterer shall sign the inventory sheet stating that all items are on board, unless initialed and stated by Superior Charters as not being on board. Charterer's signature on inventory sheet shall constitute acceptance of the yacht and a full performance by Superior Charters and the yacht's owner.
3. Charterer agrees to be fully responsible for all furnished equipment aboard the yacht. Charterer agrees to pay Superior Charters the amount necessary to replace damaged or lost equipment in accordance with policies described in the Reservation Policies document.
4. Charterer accepts full and complete responsibility for the safety and care of the yacht, crew and passengers; the use, misuse, loss or damage of the yacht is the sole responsibility of the Charterer until the yacht has been returned to Superior Charters; the Charterer assumes responsibility for his/her actions during the term of this rental or charter. Responsibility for the care of the yacht also includes, but is not limited to, leaving the yacht in a clean and tidy condition. Excessive dirt and/or debris left on board will not be tolerated. In the event a charterer has left a yacht with excessive dirt/debris on board, a cleaning fee of \$175 will be levied and charged to the credit card on file.
5. Charterer must return the yacht to its berth and be available for inspection before 4:00 p.m. on the final date of charter. If the yacht is not returned and available before this time, Charterer agrees to pay for each hour that the return is delayed on a prorated basis of the applicable prime daily rate plus any loss sustained by Superior Charters as a result of not being able to meet other charter requirements. The Charterer is responsible for allowing sufficient time to allow for unforeseen contingencies to permit for timely return. Charterers of motor yachts are required to pay for the refueling of the yacht at the end of the charter.
6. The chartered yacht will be insured by the yacht's owner subject to a deductible. The Charterer's liability for loss of or damage to the yacht or its equipment will be limited to the insurance deductible amount or, should Charterer not waive the Yacht Damage Waiver, \$500 or \$1000 (depending on boat selected), except for loss or damages to the yacht or any yacht involved in an accident with the yacht and its equipment that results from the negligence or willful misuse by Charterer, Charterer's family, guests and agents, for which Charterer may be solely liable for the entire loss. Determination of negligence or willful misuse are made at the sole discretion of the Charter Master. Additionally, the Yacht Damage Waiver will not cover any damage resulting from non-compliance with policies described in Notes from the Charter Master.
7. Superior Charters reserves the right to recall the vessel upon the forecast or occurrence of severe weather. Superior Charters may give charterer a credit certificate for use on future charters or the charter may be extended, subject to vessel availability. If charterer elects to prematurely end the charter, the charter is deemed cancelled and the cancellation policy will be followed.
8. Charterer certifies that he/she is competent to operate a yacht of similar size and make, having sufficient knowledge of seamanship, piloting and Rules of the Road unless a qualified captain has been hired from Superior Charters for the term of the charter. Charterer shall not delegate his/her duties to any person not similarly qualified.
9. Superior Charters may refuse to allow the departure of the vessel if Superior Charters should deem the Charterer is not competent to operate the yacht. Superior Charters shall be held harmless to the extent that any information provided to Superior Charters regarding Charterer's ability to safely operate the yacht is inaccurate or misleading.
10. The Charterer agrees that the yacht shall be employed exclusively as a pleasure vessel for the sole and proper use of the Charterer, Charterer's family and guests, and shall not transport merchandise or carry passengers for pay, or race, or engage in any trade nor in any way violate the laws of the United States or of any government within the jurisdiction of which the yacht may be at any time and shall comply with the law in all other respects. The Charterer agrees not to sub-charter the yacht without written consent of the owner and Superior Charters. Charterer agrees to operate yacht in conformance with the following rules. Charterer shall:
 - Operate the yacht in daylight hours within a thirty-five (35) mile radius of Port Superior, Wisconsin, unless other arrangements have been made in writing with Superior Charters.
 - Charterer agrees not to operate the yacht in an organized racing event unless advance written approval has been obtained from the yacht owner and Superior Charters and a written waiver of liability has been signed by Charterer.
 - Charterer shall keep the yacht and its contents free of any illegal drugs or other controlled substances at all times.
 - Charterer agrees not to sail the yacht single-handed and to ensure at all times that Charterer and at least one competent crew member are aboard.
 - Charterer shall not allow any other person to operate the yacht while maneuvering within a marina or docking the yacht.
11. Payment. A Booking Deposit of 33% of the trip fees and 100% of the Yacht Damage Waiver (YDW) fee is due at booking. The remaining balance and Wisconsin state sales tax are due on or before the first day of charter. The YDW may be waived only with the YDW Release Form. Should Charterer opt to waive the YDW, a refundable security deposit is due 45 days prior to the first day of charter in cash or check. This policy is described in the Reservation Policies document.
12. Charterer agrees to abide by the terms outlined in the Reservation Policies document regarding changes to or cancellations of the charter.
13. Should either party to this Agreement violate any provisions of this Agreement or in any proceedings to enforce the terms of this Agreement, the prevailing party shall be entitled to recover from the other all legal fees and costs that may be incurred, including any fees and costs associated with court ordered mediation and arbitration, or appellate proceedings.
14. This Agreement shall be construed and interpreted in accordance with the laws of the state of Wisconsin with the exception of any admiralty or maritime claims which shall be construed under the maritime, admiralty laws of the United States. The venue for any proceedings hereunder shall lie in Bayfield County, Wisconsin.

Charterer shall indemnify and hold Superior Charters, its insurers, affiliates and employees harmless for any death, loss or injury arising from Charterer's and the crew's use of the yacht, its equipment or dinghy, or activities including but not limited to swimming and hiking. The Liability Indemnification Agreement must be signed and returned along with this contract; Charterer is responsible for ensuring all members of the party have signed the agreement.

Charterer states that he/she has read and understands the provisions of this agreement and understands that this instrument remains an offer until approved by Superior Charters.

Charterer:

Signature: _____ Printed Name: _____ Date: _____

Return via Fax: 715-779-3014 or Mail: 34475 Port Superior Rd, Bayfield, WI 54814

V.1.10