



**BAREBOAT RENTAL AGREEMENT**

This agreement is made between \_\_\_\_\_ (the "Charterer") and Bluesail Group LLC ("BSG"), the Charter Company for use of the Vessel listed herein.

Vessel Name: \_\_\_\_\_ (the "Vessel")

Make: \_\_\_\_\_

Model: \_\_\_\_\_

Charter commencement date and time: \_\_\_\_\_

Charter termination date and time: \_\_\_\_\_

Charter commences and concludes from: **Stock Island Marina Village, Key West, FL 33040**

**1. STATUS OF THE PARTIES**

The Owner of the Vessel ("Owner") certifies that he/she has full authority and the right to appoint a representative of BSG to act as his/her representative in all matters relating to the Agreement and that he/she has granted BSG permission to sign this Agreement and perform any and all related services concerning this Agreement on his/her behalf. The parties agree, however, that this Agreement is between the Charterer and the Owner of the Vessel and any disputes or claims that may arise regarding this Agreement shall be limited to the Charterer and the Owner.

**2. COMPETENCE**

The Charterer certifies the accuracy of the skipper sailing resume submitted to BSG. The Charterer further warrants that he/she is experienced and competent in the handling and operation of the Vessel of the same general type and size chartered and is capable of assuming the responsibilities of Skipper in respect to crew control, practical knowledge of seamanship, piloting, and rules of navigation. The Charterer shall not delegate any of these duties to any person not equally qualified and in any case retains sole responsibility for the Vessel during the charter contract period. BSG may require Charterer to demonstrate proof of competency and, if unsatisfactory (in sole discretion of BSG), be required to hire a qualified licensed captain for the charter. If none are available, then charterer may cancel this agreement upon payment of 50% of charter hire as liquidated damages, the charter cancelled, and all parties released from further obligations and claims.

**3. PAYMENT**

Charterer agrees to the following payment schedule:

Due now: \_\_\_\_\_

Due \_\_\_\_ days prior to Charter commencement: \_\_\_\_\_

Due \_\_\_\_ days prior to Charter commencement: \_\_\_\_\_

\_\_\_ Full amount to be paid through a third-party listing service

**4. DELIVERY**

The Owner agrees to deliver the Vessel fully commissioned and in proper working order, outfitted as a Vessel of her size, type, and accommodations should be. The Vessel should be seaworthy, clean, in good condition throughout, and ready for service. Should it be impossible for the Owner to make delivery as stipulated through causes beyond his or her control, and should such delivery not be made within twenty-four hours thereafter and should BSG be unable to provide a comparable Vessel, then this Agreement may

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be canceled by the Charterer and any money paid in advance shall be returned to him or her in full. This is the sole recourse in this event and the parties agree that no other recourse or reimbursements are due should said delivery not be possible. The Charterer certifies that he/she, or his/her qualified agent or surveyor will examine the Vessel before departure and will be satisfied that the Vessel is seaworthy, and properly outfitted for a Vessel of her size and accommodations. A detailed inventory of equipment and supplies will be furnished by the Owner to the Charterer at the time of delivery, and the Charterer agrees and acknowledges by acceptance of delivery that such inventory is correct and that he/she has inspected the Vessel and has found no missing equipment or defects which were ascertainable by due diligence. Any missing equipment shall be noted on the inventory sheet and the adjusted list shall be presented to BSG prior to leaving the dock. If an inventory list with adjustments is not presented to BSG then it shall be assumed that all of the standard inventory items per the inventory list are aboard.

## **5. INSURANCE**

The Vessel is fully insured under a standard yacht policy subject to deductible, against fire, marine and collision risks, and with protection and indemnification for any and all loss or damage up to at least \$1,000,000 that may occur or be caused by the Vessel during the charter period. In case of any accident or disaster, the Charterer shall give BSG prompt notice and cooperate fully with the Owner and insurer with regard to any loss and in full compliance with any and all U.S. Coast Guard (and other authorities if applicable) incident reporting requirements. Prompt notice is critical for any incidents that may result in a claim to prevent prejudice from absence of notice to the insurer and opportunity to investigate and/or remedy the problem. Failure to give notice could cause Charterer to become liable for the entire claim without assistance of insurance. Governmental regulations generally require prompt notice for incidents involving pollution, damage to the environment, and running aground. Should a loss occur through the negligent or willful act of the Charterer, which is exempted from coverage under the standard Vessel policy, the Charterer remains liable for the full amount of the loss. When the deductible applies to an insured loss, each accident shall be treated separately but a sequence of damages arising from the same accident shall be treated as one claim. The Charterer is liable for the full amount of the deductible shown in this Agreement, toward which the security deposit will be applied, and the charterer agrees to pay damages in excess of said security deposit up to the deductible, except as otherwise provided in the Agreement, within fourteen days of notification. Charterer agrees to release, indemnify, hold harmless, and defend Owner and BSG from any and all liabilities and claims for personal injury, death, property loss, and any damages whatsoever, whether such claims be brought by the charterer and its agents, employees, family, guests, invitees, or by third parties, even if such claim is based upon ordinary negligence of the Owner or BSG, except as such liabilities and claims are covered by the Vessel's insurance.

## **6. ACCIDENTS**

The Charterer bears the risk of any loss or suit resulting from his/her act or default. The Owner agrees that should the Vessel after delivery, sustain a breakdown of machinery, or be disabled or damaged by fire, grounding, collision, or other cause so as to prevent the use of the Vessel by the Charterer for a period of not less than twenty-four hours at a time, the same not being brought about by an act or default of the Charterer, the Owner shall make a pro rata credit to the Charterer (excluding insurance and trip cancellation fees) for such period in excess of said twenty-four hours the Vessel shall be disabled or unfit for use which shall be the sole remedy of Charterer. For purposes of calculating such a credit, the use of the Vessel for sleeping accommodations shall be considered to earn 80% of the daily charter rate. The remaining 20% of the daily charter rate shall be allocated fairly among the following at the sole discretion of BSG for breakdown of other equipment including but not limited to the generator, air conditioning, dinghy, outboard, electronics, auto helm, inverter, showers, heads, galley equipment and supplies, etc. This credit is determined solely by BSG.

## **7. SKIN-DIVING/SWIMMING/RACING/WATER SPORTS/SCUBA/SPEARFISHING/FISHING**

The Owner and the insurance underwriters of the Vessel accept no responsibility or liability for accidents, injuries or death from these or related activities whether or not equipment for these uses is provided aboard the Vessel. Charterer agrees to release, indemnify, hold harmless and defend the Owner and BSG for any and all such incidents.

## **8. SECURITY DEPOSIT/DAMAGE WAIVER**

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Prior to boarding Vessel charterer shall be required to either provide a major credit card for a hold on funds for refundable security deposit totaling \$2,000 for mono-hulls and \$4,000 for catamarans to reduce the cost of insurance deductible on Vessel, or secure insurance through a third party listing service approved by BSG. The security deposit, where applicable, will be refunded in full, less the cost of excessive cleaning, repair or replacement of any lost or damaged items, or other charges made under this Agreement. If the Charterer secured this Agreement through a third party listing service such as Airbnb, VRBO, or HomeAway, BSG agrees not to hold funds or a security deposit unless damage claims are denied through the third party claim process. It is further understood that the Charterer remains liable for the full amount of the insurance deductible in the event of an incident deemed by BSG, at its sole discretion, to be the result of the Charterer’s negligence or breach of contract by the charterer or any member of his/her party, and agrees to pay for damage or excessive cleaning in excess of the stipulated security fee/deposit or approved third party claim payout up to any amount not covered by insurance upon demand within fourteen (14) days of notification. This amount shall be applied to the insurance deductible, excessive cleaning, and the repair of any damage or loss, including marina fees caused by the Charterer and not covered by the Owner’s insurance or other charges not covered by insurance. In the event that said damages cause the postponement or cancellation of any scheduled subsequent charters, the Charterer agrees to compensate BSG for all lost revenues during the time that said Vessel is under repairs. Should said costs exceed the amount of the fee/deposit then the Charterer is fully responsible for said loss without exception. Said deposit or balance of deposit shall be refunded after termination of the charter. If there is a loss or other dispute, the deposit shall be held by BSG until the dispute is resolved and then will be distributed according to the settlement between the parties involved. The charterer hereby acknowledges that he or she is 100% responsible for any costs of damage repair and excessive cleaning not previously noted at the time of checkout during the period of time of the bareboat charter agreement (or a reasonable extension in the case of the damage not being immediately revealed at the time of check in—the same as if he or she were the owner during this time).

Credit Card Number: \_\_\_\_\_ 3-4 Digit Security Code: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

**9. RUNNING EXPENSES**

The Charterer agrees to accept the Vessel delivered as herein provided and to pay all running expenses during the term of the charter. These include, but are not limited to, fuel, water, deck, engine and other consumable stores, piloting, port charges, towing, pump out charges, and provisions/supplies for the Charterer and guests.

**10. BAREBOAT CHARTER**

This charter shall be at all times construed as a bareboat charter (“Bareboat”) and pursuant thereto, the Charterer shall keep the Vessel in good repair and will surrender the Vessel at the termination of the charter free and clear of all indebtedness, liens, or other charges of any type whatsoever. Further it is agreed and understood that the Charterer assumes all responsibility for injury, death, property damage, or other claim of any nature that may arise during the period of the charter or at any time when the Vessel is in the custody and under the control of the Charterer, except for claims covered by insurance as per Sections 5 and 8. The Charterer further agrees to indemnify the Owner and BSG against any aforementioned claims that may arise. The Charterer has full authority and responsibility regarding the operation of the Vessel for the term of the charter. The Charterer is to be responsible for the safe navigation of the Vessel and is to be full judge on whether it is reasonable or prudent to sail at any given time having considered the state of weather and the surrounding circumstances.

**11. LIENS/REPAIRS**

The Charterer agrees to be responsible for and to replace or make good any injury to the Vessel, her equipment, or furnishings, caused by himself or herself or his/her guests and agrees to be responsible for any loss or damage to the hull, machinery, equipment, tackle, furniture, or the like caused during the term of the charter except as may be covered by insurance or Damage Waiver for the Vessel. The Charterer, his/her agent and employees have no right or power to permit or suffer the creation of any maritime liens against the Vessel, with the exception of crew wages and salvage. The Charterer agrees to indemnify the Owner and BSG for any charges or losses in connection therewith, including reasonable attorney’s fees for any period of time up until they are

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discovered. It is hereby agreed that this liability may extend beyond the termination of this Agreement. The Charterer is fully responsible for the consequence of any unauthorized repairs.

**12. RESTRICTED USE**

The Charterer agrees to restrict his/her cruising area to the Navigation Limits below and not to extend the charter beyond those limits. The Charterer agrees that the Vessel shall be employed exclusively as a pleasure Vessel for the sole and proper use of himself/herself and his/her guests during the term of the charter and shall not transport merchandise, nor carry passengers for pay, nor engage in any trade, nor in any way violate the laws of the United States, or any other government within whose jurisdiction the Vessel may be at any time and shall comply with the law in all other respects. The Vessel is to be at anchor, mooring, or dock one hour prior to sunset and until one hour after sunrise. Night sailing is prohibited unless otherwise agreed to by BSG and Charterer in writing in advance. Charterer is required to submit a projected float plan to BSG prior to departure and to notify BSG during the period of charter of significant departure from this submitted float plan. Federal, State, and foreign laws prohibit the transport or possession of any illegal drugs or other contraband, illegal aliens, or products restricted or forbidden by law. In addition to criminal and civil penalties against violators, laws allow for the forfeiture of any Vessel used in illegal transport or possession. Charterer agrees to pay all damages, fines, and penalties arising from any criminal and civil violations of any law including but not limited to legal fees and expenses required for the recovery of the Vessel, its equipment, and lost profits.

Navigation Limits: The Charterer agrees to operate the Vessel only within the following navigation limits, unless prior written consent from BSG has been obtained, subject to additional terms and conditions required.

**FLORIDA EAST COAST AND WEST COAST:** Charterer agrees to restrict the cruising of the Vessel to the coastal and inland waters of the State of Florida between the geographic points of West Palm Beach to the North and Naples on the West coast, including the waters of the Florida Keys and Dry Tortugas, and the portion of the Atlantic Ocean lying between the east Coast of Florida and the Islands of Bimini and Grand Bahama, north of the Tropic of Cancer. Gulf Stream crossings and Dry Tortugas trips are subject to fair weather conditions and prior approval of the float plan by BSG

**NIGHT CRUISING:** Charterer agrees NOT to travel at night except for Gulf Stream crossings to make a daylight landfall. Otherwise, Charterer is restricted to cruising only during daylight hours unless otherwise agreed to in writing by BSG and Charterer in advance.

**CUBA:** Charterer agrees NOT to travel to Cuba or in Cuban waters except by written approval from BSG, which is subject to additional terms and conditions.

NOTE: If, for any reason, the Charterer operates the Vessel beyond the navigational limits set forth above, without BSG prior written consent, then Charterer shall be liable for all loss and damages to the Vessel and all liabilities incurred, which may not be covered by the Vessel insurance. Further, all sums paid or deposited to BSG, including security deposits, shall be forfeited to BSG as damages but without waiver of the right by Owner and BSG to claim additional damages.

**13. CHARTERER'S AUTHORITY OVER CREW**

It is mutually agreed that full authority regarding the operation and management of the Vessel is hereby transferred to the Charterer. In the event, however, that the Charterer wishes to utilize the services of a captain, it is agreed that said captain and/or crew members are agents and employees of the Charterer and not the Owner or BSG. The captain shall receive orders from the Charterer as to ports to be called and the general course of the voyage, but the captain shall be responsible for the safe navigation of the Vessel, and the true Charterer shall abide by his or her judgment as to sailing, weather, anchorages, and related pertinent matters.

**14. ACCIDENTAL DEATH AND INJURY**

BSG strictly prohibits the use or consumption of illegal drugs. The consumption of alcohol may increase the risk of injury around water and boats and Charterer and passengers accept that risk. BSG its employees, officers, directors, affiliates and agents shall be

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held harmless from any and all claims or liability for personal injury or death arising from or related to, directly or indirectly, the use or consumption of alcohol or drugs.

**15. NON-ASSIGNMENTS**

The Charterer has agreed not to assign this Agreement or sub-charter the Vessel without the consent of BSG in writing.

**16. RADIO/TELEPHONE**

It is agreed that only adults 18 (eighteen) years of age or older will use the radio and/or telephone, which will be used in accordance with the Federal Communication regulations.

**17. PETS/PASSENGERS/ZERO TOLERANCE**

The parties agree that no pets are permitted aboard the Vessel at any time, that the number of passengers sleeping aboard shall not exceed the number of berths, and that no illegal substances of any type or quantity are permitted aboard the Vessel at any time. Smoking of any type is not allowed inside the Vessel; \$200 will be retained from the security deposit if smoking has occurred inside the Vessel requiring cleaning of the upholstery, etc. to remove smoke smell or if any upholstery (including outer salon) sustain cigarette burns.

**18. WEATHER**

The Owner and BSG assume no responsibility for weather conditions that may arise or occur during the term of this Agreement and all rates and agreements shall continue in full force and effect. While weather conditions shall not offer any exceptions to delivery or redelivery of the Vessel, it is the Charterer’s responsibility to follow safe practices regarding cruising in adverse weather and accept any penalties that may occur as a result of a decision not to travel during inclement weather. In the event redelivery is delayed due to adverse weather, BSG advises the Charterer to notify BSG who will make every effort to assist the Charterer at the Charterer’s sole risk and expense. Should a named tropical storm or hurricane impact the areas inside navigation limits set forth in Section 12, BSG and Charterer will use best efforts to reschedule the Charter Commencement dates listed herein. Alternatively, if the parties do not come to agreement on rescheduled Charter Commencement dates BSG will provide a full refund to the Charterer of all amounts paid less any expenses incurred by BSG in the performance of the Agreement.

**19. REDELIVERY**

The Charterer agrees to redeliver the Vessel, her equipment and furnishings, free and clear of any indebtedness at the expiration of the charter to the Owner at the point of original delivery, or such other location as agreed in writing. The Vessel shall be in as clean a state and in as good a condition as when delivery was taken, except for ordinary wear and tear. Should it be impossible for the Charterer to make redelivery of the Vessel as stipulated, he or she shall pay pro rata to the Owner for the time that such redelivery is delayed (based on the published daily charge of BSG or the weekly rate +15% - whichever is applicable as determined by BSG) plus damages for loss of other charters (if any) or inability of the Owner to use the boat. The Charterer agrees to indemnify and hold harmless the Owner, his or her administrators, representatives or assignees for any and all liabilities for loss, damage, personal injury or death to third persons, occasioned by negligence or default of the Charterer. In the case of any accident or disaster, the Charterer shall give the Owner or BSG prompt notice of the same and make a detailed written report to the Owner within forty-eight hours of the accident. It is agreed by the Charterer that if the said Vessel is not returned to BSG by the specified check-in time on the scheduled date of return, the Charterer shall be charged the prorated portion of the current charter day rate. It is further agreed by the Charterer that if the said Vessel is not returned to BSG with a full fuel tank(s), the Charterer shall be charged for the actual cost to refuel. It is further agreed by the Charterer that if she/he fails to properly maintain the holding tank and maintain it properly (i.e., improper use and disposal of items other than supplied toilet tissue), and /or pump the tank and consequently it overflows into the compartments in which it is located, the charterer shall be charged a minimum fee of \$500 to clear blockage and/or clean up the overflow.

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**20. DEFAULTS/SECURITY DEPOSIT DEDUCTIONS**

It is hereby agreed between the parties that: (a) if the Charterer is not present or is not ready to accept delivery of the Vessel for whatever reason at the time specified in this Agreement, or should the Charterer have not paid the charter fee or security deposit or any part of either by the date designated, (b) if the Charterer unilaterally shortens the time of the charter period, or (c) if the Charterer breaches any term or condition contained herein, then the owner or BSG shall have the right to take possession of the Vessel, terminate the charter, and retain all monies paid to the Owner without prejudice. All cancellations by the Charterer must be given to BSG in writing. Cancellations are subject to the following and will not be held as credit towards future charters:

- For cancellations more than 45 (forty-five) days prior to the charter start date: \$1000.00 or 20% of the charter rate, whichever is greater.
- For cancellations 45 (forty-five) days or less, the entire charter rate shall be non-refundable.

Where a conflict exists between the cancellation policy in this agreement and a third party listing service, BSG agrees the cancellation policy of the third party listing service will be in effect.

**21. DAMAGED OR LOST EQUIPMENT OR DAMAGE TO THE VESSEL**

BSG shall make a reasonable inspection of the Vessel at the end of the charter and shall ask the charterer if any undiscovered damage or loss has occurred. If the charterer answers negatively, but such damage or loss is subsequently determined and reasonably determined to have occurred during the charter, then the charterer shall be held liable the same as if the damage had been discovered upon redelivery.

**22. DISPUTES SETTLED BY BINDING ARBITRATION**

In the event of any dispute, controversy, or claim regarding this Agreement, any action taken, or claim made shall be resolved through binding arbitration according to the rules of the Miami Maritime Arbitration Council. The arbitral award shall be final and enforceable in any court having jurisdiction. The Charterer agrees that its damages for any breach of this agreement by the Owner or BSG shall be limited to the amount of the charter hire paid by the Charterer and Owner and BSG shall not be liable for consequential or incidental damages. Arbitrators are bound to adhere to this agreement. Charterer acknowledges that BSG is acting as the Owner’s agent for all purposes under this Agreement.

**23. NOTICES**

If to BSG:  
Bluesail Group LLC  
c/o Scott Mayer  
1800 W. Roscoe St.  
Suite 329  
Chicago, Illinois 60657  
email: [scott@bluesailcharter.com](mailto:scott@bluesailcharter.com)  
Telephone: (813) 601-5243

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If to Charterer:  
Charterer Name:  
Street Address:  
City, State ZIP:  
email:  
Telephone:

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