

## Bareboat Charter Agreement

**Company Name:** Brickell Bay Boating LLC

**Vessel Name:** Axopar 37 SunTop

**Vessel Number:** FIAXOB7081i718

**Port of Call:** Miami, FL 33131

**Phone:** 305-338-0507

**Email:** BrickellBayBoating@gmail.com

### Client/Charterer Information

- Name \_\_\_\_\_
- Address \_\_\_\_\_
- City \_\_\_\_\_
- State \_\_\_\_\_
- Zip Code \_\_\_\_\_
- Charterer Email \_\_\_\_\_
- Charterer Phone \_\_\_\_\_

## **1. Terms**

In consideration of the covenants hereinafter contained, Brickell Bay Boating LLC, a Florida limited liability company, ( the “ Owner “ ) agrees to let, and the said charterer agrees to hire the Vessel for the below specified time:

Time: \_\_\_\_\_

Date: \_\_\_\_\_

Agreed Start Time: \_\_\_\_\_

Agreed Return Time: \_\_\_\_\_

## **2. Delivery**

Owner agrees to deliver the vessel at the port of boarding in proper working order, with full equipment inclusive of that required by law, in good condition and ready for service.

VICE CITY MARINA  
801 Brickell Bay Drive  
Miami, FL 33131

Should it be impossible for the Owner to make the delivery as stipulated through cause beyond his control and/or should weather prohibit safe journey as determined by the Owner, any charter money paid in advance shall be returned to the charterer by the Owner.

## **3. Crew**

No Crew is provided; however charterer shall provide certificates and resume of proposed Captain for approval by the Owner in Owner's reasonable discretion. Captain must be licensed by the USCG and have exacting knowledge of the local waterways. Should Charterer not have a viable Captain, Owner can provide a list of Captains certified on the Vessel and that do have local knowledge. Selection and payment of the Captains is the role responsibility of the Charterer and outside the scope of this contract.

#### **4. Insurance**

The owner agrees to keep the Vessel fully insured against fires, marine and collision risk for the term of the charter, the policy to be held by him as full protection for loss or damage that may occur to the Vessel during the charter period, and the charterer shall thereby be relieved of any and all liability for such loss or damage and in the case of any accident or disaster, the charterer shall give the Owner, or his agent prompt notice of the same. The charterer further agrees to indemnify and save the Owner and or agent any loss or action brought against the Owner as a result of the grounding of the Vessel.

#### **5. Mechanical Breakdown**

The Owner agrees that should the Vessel after delivery sustain breakdown of machinery, preventing the use of the Vessel but the charterer, the same not being brought about by any act or default of the charterer, the Owner shall make a prorated return of hire to the charterer.

#### **6. Navigation Requirements and Limits**

The charterer agrees to provide flat plan to Owner prior to departure detailing planned destinations, routes and estimated arrival and departure times. The charterer agrees to restrict the cruising of the Vessel to the navigable waters up to 25 miles from the mooring in Miami, FL. Navigation beyond these limits shall constitute default of this agreement in which event the Owner or his agent may immediately board the Vessel and resume possession of her. All sums

paid under this agreement, including damage deposits, shall be forfeited as damages. Without prejudice, however, to the rights of the Owner to sue and collect for the cost of returning the Vessel to the port of release, together with any legal fees incurred in such suit.

## **7. Replacements**

The charterer agrees to be responsible for, and to replace or make good any injury to the Vessel, her equipment or furnishings, caused personally by himself or any of his party. The charter further agrees to leave all furnishings listed in the Vessel's inventory log, fair wearing tear accepted, upon expiration of the charter term or reimburse the Owner for the cost thereof.

## **8. Re-Delivery**

At the expiration of the charter, the charterer agrees to return the Vessel to the port of origin on time and in good condition as when the delivery was taken. The charter, his agents, and employees have no right or power to permit or suffer the creation of any maritime liens against the Vessel. The charterer agrees to indemnify the Owner for any charges or losses in connection therewith, including reasonable attorney fees. Should the charter not make re-delivery of the Vessel as stipulated the Owner may demand, and receive demurrage \$500 per hour or portion of hour that the stipulation charter return is delayed.

## **9. Restricted Use, Drug Use, ETC**

The charterer agrees that the Vessel shall be employed exclusively as a pleasure Vessel for the sole and proper use of himself, his family, guests during the term of this charter, and shall not transport merchandise or engage in trade or in anyway violate the laws of the United States, or any other Government within the jurisdiction of which the Vessel may be at anytime, and shall comply with the law in all other respects. Night charters must be returned to port no later than 90 mins past sunset.

## **10. Non- Assignment**

The charterer agrees not to assign this agreement or sub-charter the Vessel without the consent of the Owner in writing.

## **11. Defaults**

It is mutually agreed that should any installment of the charter money not be paid on the date designated, the Owner shall have the right to resume possession of the Vessel and terminate this charter, without prejudice to his rights in respect to any arrears of charter money, including necessary legal fees to collect any such arrears or damages.

## **12. Security Deposit**

The charterer agrees to post a security deposit of \$1000 (FULLY REFUNDABLE) with the owner per terms of this agreement. Said deposit shall be forfeited in the event of default by the charterer or any part of this agreement. Without prejudice, however, to any other rights of the owner stipulation herein, said security deposit shall be refunded within a five days at the port of release, provided no such defaults shall have occurred.

## **13. Indemnification**

The charter will at all times indemnify and keep indemnified that the Owner and his agent and save themselves harmless from and against any and all actions or causes of action claims, demands, liabilities, loss damage or expense of whatsoever kind including counsel or attorney's fees which they shall or may sustain or incur by reason or inconsequence of any act or omission of the charterer, his agent or others during the term of hire of the Vessel.

## **14. MEDIATION**

Any controversy or claim arising out of or relating to this Agreement or the breach thereof shall be settled by first completing mediation in Miami, FL by Cory Maruo, Esq., and if not resolved by the mediation, an action instituted in the Circuit Court of Miami Dade County, Florida. To the true and faithful performances of the foregoing Agreement, the said parties here to bind themselves, their heirs, executors, administrators and assigns, each to the other. All fees and expenses for the proceedings shall be paid by the Charterer.

## **15. Other Conditions**

Owner to provide Vessel complete with full tank of gas, fresh water in the holding tanks and all prescribed safety equipment.

## **16. Captain Resume**

If not hiring one of the Owners certified Captains, Charterer shall provide proof of USCG Captains license, proof of insurance for the captain, along with resume detailing motorboat experience.

## **17. Bareboat Charter**

It is agreed that if this charter is a “bareboat”, that the charterer may take a qualification ride with the Owner or his agent to determine the skill level of the designated captain, and to familiarize the captain and crew of the Vessel and equipment on board.

Note that the Vessel will only leave the port of harbor with a USCG registered Captains and further, Captains with local knowledge of the waterways in the region of Miami, FL. USA. Should it be necessary, the Owner can provide a list of USCG registered Captains that are certified on the Vessel and have necessary local knowledge. Contracting of these certified Captains is a contract agreement outside the scope of this document.

Should charter elect to utilize his own USCG Captain, signing of this contract certifies that the designated captain is experienced and competent in handling and operating a Vessel of the type being hired by this agreement, and possesses sufficient practical and local knowledge of seamanship, piloting and rules of the road to qualify for operation of the Vessel during the charter term.

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 THEREOF, the parties hereunto set their hands the day and year written below.

\_\_\_\_\_  
Owner: Purple Box LLC

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chartering Party Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chartering Party Signature

\_\_\_\_\_  
Date