



By The Bay Adventures Charter Agreement

This By The Bay Adventures Charter Agreement (“the Agreement”) is entered into between _____ “Bareboat Charterer” and the Yacht (“Vessel”) Owner through By The Bay Adventures.

Purpose

The purpose of this Agreement is to allow the Charterer to charter the Vessel described on the Signature Page from the Vessel Owner under the terms and conditions of this Agreement, with By The Bay Adventures being the manager of the operational condition and financial obligations of the vessel.

1. **Agreement.** The Charterer and the Vessel Owner through By The Bay Adventures, hereby enter into this Agreement and Attachments hereto, subject to terms and conditions herein. The Charterer agrees to use and operate the Vessel only within the navigating limits set forth in the Vessel’s Insurance Policy, a copy of which is made available upon request. For the purposes of this Agreement, the term “Vessel” includes all the equipment, machinery, appurtenances, parts, spare parts, appliances, accessories, furnishings, boats, tenders or the other property of whatsoever nature which may from time to time be installed or placed on or in the Vessel or attached thereto (all such property collectively referred to as the “Vessel”).

2. **Charter Term.** The term of this Charter Agreement shall commence on

_____ (the “Commencement Date”) at _____ EST and shall finally

terminate on _____ at _____ EST.

3. **Payment by Charterer.** The Charterer shall make the following payment to By The Bay Adventures:

\$ _____.

- The Charterer Fee is payable by cash, check or credit card.
- $\frac{1}{2}$ of The Charterer Fee is due in upon the signing of this contract. Remaining due before commencement of charter.

4. **Credit Card Requirement.** Upon the execution of this Agreement the Charterer shall provide to By The Bay Adventures a valid credit card with account information. This requirement authorizes By The Bay Adventures to charge any amounts owed to By The Bay Adventures by the charterer under this Agreement, including loss and damage to the Vessel, either up to the amount of the insurance deductible (refer to signature page for details) or any amount that may not be covered by insurance.

5. **Cancellation by Owner or Manager.** Should the Owner or Manger give notice of cancellation of this Agreement on or at any time before the commencement of the Charter Period, the Manager shall return all payments made by Charterer exclusive of interest.
6. **Weather.** By The Bay assumes no responsibility for weather conditions or for any damages suffered by the Charterer or yacht due to weather conditions during the term of the charter.
7. **Running Expenses.** The Charterer agrees to pay all running expenses during the term of the charter, fuel, water, engine and other consumable stores, pilotage, port charges, and provisions and supplies for him/her self and party. All fuel and water tanks will be filled prior to delivery. Charterer shall redeliver vessel to Manager with fuel and water tanks filled, head holding tank emptied, and trash removed to avoid refueling or service charges.
8. **Delay in Re-Delivery.** If the Vessel is not returned to the vessel's home slip upon the predetermined termination date and time of this agreement, the Charterer shall be charged a rate of \$100.00 per hour.
9. **Insurance/Liability.** Charterer will provide to By The Bay's representative, upon delivery of The Yacht to The Charterer, a fully refundable insurance deposit of \$2000.00. In NO EVENT shall By The Bay Adventures be liable to Charterer or any other persons using the Vessel with Charterer for any personal injury, or for any special, consequential, incidental, or direct damages however caused, or any theory of liability including without limitation tort, contract or otherwise. Insurance coverage shall be provided by By The Bay Adventures or the Vessel Owner and shall be reviewed by each Charterer to confirm that it is adequate for the needs of the individual. The Charterer shall be responsible for the deductible amount under that policy in the event that damage or loss is caused to the Vessel while Charterer is using the Vessel. Charterer understands that Insurance coverage is only in place if a charterer is in command of the Vessel and/or the Vessel is docked, moored or anchored under command of a Charterer. The insurance policy and this Agreement limit where the Vessel may be operated.

The Vessel may only be operated during daylight hours (1/2 hour after sunrise to 1/2 hour before sunset) in the waters of Lake Superior and its navigable inland tributaries.

10. Master of the Vessel.

The Charterer will provide By The Bay Adventures with a resume of the Skipper's sailing experience with the charter fee deposit. The Skipper accepts full responsibility as skipper and master of the vessel for the vessel, crew and passengers onboard. The Skipper must have sufficient practical knowledge of vessel safety, seamanship and pilotage to operate The Yacht. By The Bay reserves the right to impose its representative at any time as master of the vessel if the Skipper's experience is deemed insufficient or if operating conditions warrant and The Charterer will pay \$200.00/day for the services of By The Bay Adventures' representative.

11. Cleanliness of Vessel and Checklist Policy

- (a) Charterer agrees to leave the Vessel in a state of cleanliness. Neither trash, nor food nor personal items shall be left on board and all dishes/cutlery/cookware, etc. must be properly cleaned and stowed. The Vessel surfaces, above and below (inside and outside), must be clean and free of stains, shoe scuffmarks, food and beverage spills.
- (b) Charterer shall clean and inspect the Vessel at the conclusion of each use of the Vessel and report to By The Bay Adventures any lost, damaged or missing items of equipment and any damages to the hull, engines, machinery, furnishings, appurtenances and accessories to the Vessel
- (c) Charterer agrees to ensure that guests wear white-soled or non-scuff shoes. Charterer agrees to clean off shoe scuff-marks using appropriate cleaning materials.

Signature Page

IN WITNESS WHEREOF, the parties hereto have caused this Charter Agreement to be duly executed by themselves, or their authorized representatives, as of the date first above written.

The Charterer is assigned to the vessel listed below.

Vessel Name: _____

Vessel Make/Model: _____

Hull ID No. _____

Documentation/Registration No: _____

Marina: _____

Slip: _____

Date(s) of charter: _____

Cost: _____

Charterer:

Name: _____

Signature: _____

Date Signed: _____

Address: _____

City, Prov./State, Code/Zip _____

Home Phone: _____ Phone: _____

Mobile Phone: _____ Email: _____

Credit Card (circle): Visa MasterCard

Account Number: _____

Expiration: _____ 3-digit Security Code: _____

Name on Card: _____

Billing Zip Code: _____

By The Bay Adventures:
Box 1198
Nipigon, On. P0T 2J0
(807) 887-4614

Printed Title: _____

Signature: _____

Date Signed: _____

Waiver and Release of Liability:

READ CAREFULLY BEFORE SIGNING Charterer is aware that sailing involves serious risk of injury and/or death. Despite these risks, Charterer, by entering into this Agreement, voluntarily agrees to assume any and all such risks that may result from the use of (1) the Vessel, docks, marina, the premises of By The Bay Adventure or the dock where the Vessel is located or (2) the use of any of the equipment and facilities related thereto. (Initial _____)

Charterer agrees to assume all risks of personal injury, death and/or property damage and agrees not to sue By The Bay Adventure, R. Richard Harvey inc, the Vessel Owner, or other members, their subsidiaries, parents, affiliates, officers, directors, shareholders, employees, agents, insurers, attorneys, representatives, successors or assigns, in both their individual and corporate capacities, regardless of the cause and whether or not arising out of the acts, omissions or negligence of By The Bay Adventures, R. Richard Harvey inc., the Vessel Owner, or other members, their parents, subsidiaries, affiliates, officers, directors, shareholders employees, agents, insurers, attorneys, representatives, successors or assigns. Furthermore, this release agreement shall be binding upon Charterer's heirs, executors, administrators, guardians, legal representatives, successors and assigns. (Initial _____)

Charterers agree to operate the Vessel only within the navigating limits set forth in the Vessel's Insurance Policy, a copy of which is made available by request. (Initial _____)

Charterers agree to operate the Vessel only within daylight hours (1/2 hour after sunrise to 1/2 hour before sunset) and will abide by all applicable laws and regulations. The Charterer will be held responsible for any loss, damage or seizure of The Yacht due to any illegal use or as a result of having illegal substances on board. Any loss or damage as a result of actions beyond the limits of this contract will not be covered by any insurance and are the responsibility of The Charterer. (Initial _____)

The Charterer agrees to maintain proper levels of engine oil, transmission oil etc. and will be held responsible for any damage to the vessel due to negligence, misuse or lack of proper maintenance. Any damage to or problems with the vessel will be reported immediately to By The Bay Adventures, who will arrange for any and all servicing and repairs. (Initial _____)

In consideration for the acceptance of my Charter, I, for my heirs, executors, administrators, guardians and legal representatives, release and forever discharge By The Bay Adventures, R. Richard Harvey Inc, the Vessel Owner, and other members, their subsidiaries, parents, affiliates, officers, directors, shareholders, employees, agents, insurers, attorneys, representatives, successors and assigns (the "Releasees") of and from any and all liabilities, debts, demands, accountings, claims, actions, damages, costs or expenses of any nature whatsoever which I may have against them now or in the future arising out of or in any way connected with (1) my Charterer Agreement; (2) the use or operation of the Vessel, docks, marina the Premises of By The Bay Adventures or the dock where the Vessel is located; or (3) the use or operation of any of the equipment and facilities related thereto, including but not limited to personal injuries, death and/or property damage which may be suffered by me before, during or after my use or operation of the Vessel, docks, marina, premises, equipment and facilities related thereto, and whether or not arising out of the acts, omissions or negligence of the Releasees. (Initial _____)

Do not sign this release unless you fully understand it and agree with its terms.

Date: _____

Signature of Charterer: _____

