

**Classic Yacht Charter
Dr. James C. Griffin**

39 Hopyard Road
East Haddam, CT 06423

Cell 860.367.4477
Toll Free Fax 888.401.1858
drjamescgriffin@hotmail.com
www.classicyachtcharter.us

CHEROKEE: CONTRACT

The Grand Banks 32, Cherokee, will be provided for your charter from _____ on ___-___-___ to _____ on ___-___-___ by Classic Yacht Charter [CYC].

The cost for the charter will be \$_____ plus 6.35% Connecticut state sales tax. A deposit of one-half the charter cost or \$_____ will be due at least 21 days before departure. The remaining \$_____ plus \$_____ total sales tax or \$_____ will be due immediately before departure. Payment in the form of cash, money order, or bank check - but not personal check - will be acceptable.

If the opportunity exists and you elect to board the yacht the night before your charter, an additional fee of \$150 will be required.

You will receive a copy of the insurance binder from Sampson Insurance Agency prior to your departure.

Immediately prior to departure, \$1000 in the form of cash, money order, or bank check - but not personal check - will be due as a security deposit to provide for the insurance deductible or any expenses incurred less than the deductible to restore the yacht to its condition prior to the charter. \$75 per hour - with a 1 hour minimum - plus costs will be deducted from the security deposit to restore the yacht to its condition prior to the charter. An itemized list of any costs will be provided.

You will receive the yacht with full fuel tanks, full water tank, empty holding tank, and clean. It will be in the same condition at the end of the charter or \$75 per

hour - with a 3 hour minimum - plus costs will be deducted from the security deposit to obtain these results. An itemized list of any costs will be provided.

Also, a return later than the mutually agreed time will result in a late charge of \$75 per hour which will be deducted from the security deposit.

The security deposit will be mailed to you within a maximum of 14 days from the end of the charter if you return the yacht and dinghy without damage or missing equipment. The presence of damage or missing equipment may require longer than 14 days to determine the exact costs.

An equipment list will be provided and a review of the boat's operation will occur at the onset of the charter.

A maximum of 5 engine hours per day or ____ days x 5 engine hours = ____ total engine hours is allowed for the charter. Engine hours in excess of the allowed total will result in a cost of \$100 per hour for each hour or part of an hour over the total.

The deposit is nonrefundable unless a tropical storm or hurricane watch or warning exists for Long Island Sound on the departure day. Also, sufficiently documented medical or family emergencies may qualify for the cancellation fee.

Additionally, after the charter has begun, you will not commence operation of the vessel if a small craft advisory or warning, tropical storm watch or warning, or hurricane watch or warning exists within the defined physical boundaries for your charter. Moreover, CYC has the option to require that the vessel be hauled - if deemed to be appropriate for current or possible weather conditions. CYC will be financially responsible for the haul but will not responsible for any expenses incurred by you as the result of a haul. However, the cost of the charter will be prorated for the duration of the haul.

If the yacht is not available because of mechanical problems, damage, or a late return from a previous charter; you will have the option to reschedule the charter or receive a full or prorated refund. No additional liability is assumed by CYC.

The physical boundaries for the charter will be East Haddam, CT; Watch Hill, RI; Block Island, RI; Montauk Point, NY; Shelter Island, NY; and New Haven, CT. You will provide a tentative itinerary for your charter.

The insurance provided for the yacht has a \$1000 deductible. You will be responsible for any claim not covered or not covered in full by the insurance. Also, you are self-insured for the dinghy and dinghy engine. That is, the dinghy and dinghy engine are not covered by insurance but rather you are responsible for any damage.

Finally, you understand that you are solely responsible for the yacht and its operation including the safety of all people during your charter. Moreover, you agree to operate the yacht at all times in compliance with federal, state, and local laws or rules and with good seamanship. *CYC* assumes no responsibility or liability during your charter. Also, acceptance of the contract by *CYC* is contingent upon a satisfactory review of your Yachting Resume including acceptance by Sampson Insurance Agency.

Addendum:

Your signature indicates that you understand and agree to the contract.

Client

Date