

CYC Client #2012-_____

CYC Yacht Charter Agreement

This agreement entered _____ day of _____

BETWEEN: Canadian Yacht Charters

A Corporation incorporated under the laws of Ontario ("CYC")

And _____

("Charterer")

CYC agrees to let and the charterer agrees to hire the yacht and equipment named herein ("the yacht") UPON THE FOLLOWING TERMS AND CONDITIONS:

1. **The Charterer:** The details of the charter are as follows:

a) Yacht _____

b) Number in party _____ (please fill in crew list on resume page)

c) Charter Period:

From: Time _____ to Time _____

Date _____ to Date _____

d) Point of Embarkment: Gore Bay

e) Point of Disembarkment: Gore Bay

f) Charter Fee Calculation:

Charter Fee _____

HST (13%) _____

TOTAL _____

Booking Deposit _____

Balance Due _____ (\$CDN)

This balance is payable at least 45 days prior to the commencement of the Charter period.

Your due date is: _____

The balance of the charter fee can be paid by post-dated cheque (see due date above) or by Visa or Mastercard. There is a credit card authorization form attached to this contract for you to complete. (Note: Late payments will be subject to a late fee.)

g) Other Fees: _____

h) Security Deposit is to be paid at the time of boarding. It is usually paid by a Visa or Mastercard imprint. You can also pay by cash or certified cheque if you wish. The imprint is for \$2500 or you can buy it down to \$1000. This buy down amount is \$115 per week of charter. *(Note: The Jeanneau 49, Jeanneau 50, 36 PDQ and, 39 Mainship security deposit is \$4000 with the option of buy down to \$2500. The 34 PDQ power cat security deposit is \$5000 with the option of buy down to \$3000.)

i) Sleep Aboard Fee (early boarding by 8pm the night before). This amount of \$120* is due upon arrival at the CYC base _____

(*Note: Ontario taxes apply to all the above mentioned amounts.)

j) Equipment: per specifications sheet with information package & on website.
www.cycnorth.com

2. **Delivery of Yacht:** At the commencement of the charter period, CYC will deliver the Yacht to the Charterer at the point of embarkment, in proper working order, with all the equipment required by law and listed in the information package & on the website. Outfitted as is usual for a Yacht of her size, type and accommodation and in good & clean condition throughout, ready for service. CYC will rebate part of the charter fee on a pro rata basis to the Charterer for any delay in excess of 24 hours in delivery of the Yacht. If CYC is unable to make delivery of the Yacht or provide a satisfactory substitute therefore within 24 hours after the commencement of the charter period, this agreement may be cancelled by CYC or the Charterer and any money paid in advance by the Charterer will be refunded to him & CYC shall have no further liability hereunder. If the Charterer cancels this agreement, or doesn't accept delivery of the Yacht, at the time and place specified above, then CYC will hold the Yacht for the Charterer for the charter period, and the charter fee dated above shall be paid by the Charterer. If the Charterer requests CYC to obtain a substitute charterer for all or any part of the charter period, CYC will endeavour to do so and if successful, will apply any money obtained from such a substitute charterer (less the booking deposit paid herein as a service charge), to any amounts owing or paid by the Charterer to CYC.

3. Cancellation Policy:

a) Prior to 45 days of the first day of charter:

- (i) Boat is not re-booked for chartered period then Booking Deposit is forfeited.
- (ii) Boat is re-booked for full chartered period then 50% of Booking Deposit is returned.

b) Within 45 days of the first day of charter:

- (i) Boat is not re-booked for chartered period then total amount paid is forfeited.
- (ii) Boat is re-booked for full chartered period then total amount paid is returned minus 50% of Booking Deposit.
- (iii) Boat is re-booked for only a portion of the chartered period then amount returned will only be for the days that were re-booked.

4. Insurance: CYC shall, at its own expense, keep the Yacht fully insured against fire, collision, perils of the sea, theft and other risks normally insured against under standard marine coverage, and maintain on its own behalf (and on behalf of the Charterer), protection and indemnity insurance with respect to third parties, for death and injuries to persons and property, BUT SUCH COVERAGE SHALL NOT EXTEND TO ANY PERSONAL INJURY, BODILY INJURY, DEATH OR PROPERTY DAMAGE TO THE CHARTERER, PASSENGERS, INSTRUCTOR, PAID MASTER OR PAID CREW ON THE YACHT. IN THE EVENT THAT ANY ACT OR OMISSION OF THE CHARTERER NULLIFIES ANY INSURANCE PROVIDED HEREIN, THE CHARTERER SHALL PAY TO CYC ALL LOSSES AND INDEMNIFY CYC AGAINST ALL CLAIMS AND DEMANDS WHICH WOULD OTHERWISE HAVE BEEN COVERED BY SUCH INSURANCE. CYC SHALL NOT BE RESPONSIBLE FOR ANY PERSONAL INJURY, DEATH OR PROPERTY DAMAGE TO THE CHARTERER, PASSENGERS, PAID CREW, INSTRUCTOR OR PAID MASTER ON THE YACHT HOWSOEVER CAUSED.

5. Defects and Accidents: The Charterer shall **IMMEDIATELY NOTIFY** CYC by telephone or otherwise, of any mechanical or structural defect which interferes with the operation of the Yacht, or any accident of grounding or collision in which the Yacht was involved and will confirm such report in writing forthwith upon request of CYC.

6. Navigation Limits: The Charterer agrees to confine the operation of the Yacht to the North Channel, Georgian Bay and Lake Huron. (All of the Great Lakes are acceptable but please inform CYC of your itinerary plans in advance).

7. Restricted Use: The Charterer agrees to use the Yacht exclusively for pleasure sailing and under no circumstances shall allow the Yacht to be used for transportation of merchandise or passengers for pay, racing or for any trade or enterprise or in any manner which is in contravention to any applicable law. The Charterer agrees to hold CYC harmless from any fines, forfeitures, fees, liens, or incumbrances levied against CYC or the Yacht, incurred by the Charterer in contravention of the terms and provisions of this agreement.

8. No Night Sailing: The Charterer agrees that the Yacht will not be sailed or operated before sunrise or after sunset.

9. **Default:** Upon failure for the Charterer to perform or observe this agreement herein, CYC may forthwith repossess the Yacht and retain the whole of the charter fee, provided that such repossession shall not release the Charterer from his obligations to pay any other amounts or to indemnify CYC as provided in this agreement.

10. **Redelivery:** The Charterer agrees to surrender the Yacht at the expiration of the charter period at the point of disembarkment specified above. Free and clear of any lien or encumbrance, and in the same or better condition in which the Yacht was delivered. Any repairs covered by insurance or repairs required as a result of a defect in the Yacht, machinery or appurtenances at the time of delivery are the responsibility of CYC.

11. **Lose of Use:** If the Yacht, after delivery, sustains a breakdown in machinery, or is disabled or damaged by fire, grounding or other cause so as to prevent the use of the Yacht by the Charterer for a period of not less than 24 consecutive hours at a time, the same not being brought about by any act or omission of the Charterer, CYC shall make a pro rata refund of the charter fee to the Charterer for such a period in excess of 24 hours as the Yacht shall be disabled or unfit for use.

12. **Non-Assignment:** The Charterer agrees not to assign this agreement or sub-charter the Yacht without prior written consent of CYC.

13. **Running Expenses:** The Charterer agrees to pay all costs of operating the Yacht, including without limiting the generality of the foregoing, any amounts to purchase ice, fuel, oil, food, other consumable items, pilotage, port charges, provisions for himself or his party.

14. **Security Deposit:** The Charterer agrees to pay to CYC the security deposit as provided herein, which amount shall be applied to any repairs required, to be made to the Yacht or equipment which are not covered by insurance or are the result of defects for which CYC is not responsible, and to pay for any equipment lost during the charter period. Any service call, towing from a shoal, and /or returning the vessel back to Gore Bay (or other port) that were caused by the Charterer and not CYC are expenses that are not included in this damage deposit. Upon inspection of the Yacht at the termination of the charter period indication that the Yacht or equipment have been returned in satisfactory condition, the said deposit will be refunded by CYC after a one week waiting period.

15. **Authority:** It is hereby agreed that the authority regarding the operation of the Yacht is hereby transferred to the Charterer for the charter period. In the event, however, the Charterer wishes to utilize the services of a sailing instructor, or paid master in connection with the operation of the Yacht, it is agreed that the said instructor or paid master is an agent and/or employee of the Charterer and not of CYC. (Note: This Instructor must be approved by CYC).

16. **Skipper:** The Charterer hereby represents that he/she is competent to handle the Yacht and has sufficient seamanship and piloting qualifications to operate the Yacht. The Charterer agrees not to permit the Yacht to be operated by anyone who is not equally qualified unless under his/her supervision. CYC permits the Charterer to charter the Yacht on the basis of the foregoing representations by the charterer, but if CYC at any time determines that the Charterer is not sufficiently competent, CYC shall have the right to place a paid instructor or master on board at the expense of the Charterer.

17. **Governing Law:** This agreement shall be enforced and interpreted in accordance with the laws of the Province of Ontario.

18. **Binding Agreement:** This agreement shall be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

Canadian Yacht Charters

Per: _____

The Charterer

 X

(Customer please sign here)

Canadian Yacht Charters
30 Water Street
Gore Bay, ON P0P 1H0
Canada

www.cycnorth.com

Phone: 1-800-565-0022 or 705-282-0185
Fax 705-282-0443
Email: info@cycnorth.com

Other Notes: _____
