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## **CHARTER AGREEMENT**

**Please note the following special conditions:**

**The vessel is not to be taken alongside any wharves, jetties or pylons, nor may it be rafted alongside any other vessel. In this case the bond will be forfeited regardless of any damage to the vessel.**

**Ensure you are familiar with the operation of the marine toilet. There is an automatic \$180.00 unblocking fee, plus, travel, labour and parts.**

**The vessel will be returned in the same condition as it was found or a cleaning surcharge will apply.**

**Remember boating and alcohol doesn't mix. A 0.05% blood alcohol limit applies to the master of the vessel.**

**There shall be a late fee of \$100 for every hour or part thereof if the vessel is not returned on time.**

**The charterer must call TROPIC SAIL BASE (4772 4773) via mobile phone on approach to arrange temporary berthing alongside the fuel wharf, unless previous landing arrangements have been made with TROPIC SAIL.**

A representative of TROPIC SAIL will give a briefing on board the vessel. If after the briefing, it is considered you do not have sufficient experience to master the vessel we reserve the right to place a sail guide on board, at additional cost to you. By signing this Agreement, you confirm that the briefing you have received was full and thorough and sufficient to equip you with the knowledge to charter the vessel.

**1. TERMS AND RENT:** TROPIC SAIL agrees to let and the charterer agrees to take the vessel for the period and for the charter period stated. A bond and the balance of the charter fee will be paid prior to the commencement of the charter. TROPIC SAIL will account for the bond to the charterer after checking the vessel. TROPIC SAIL will pay the Environment Management Charge (Reef Tax) to the Great Barrier Reef Marine Park Authority.

**2. CANCELLATION:** Cancellation prior to full payment being made incurs the fee of the deposit being forfeited. If the cancellation occurs after full payment has been made then you are liable for full payment unless another charterer can be found for the period.

**3. ADVERSE WEATHER:** TROPIC SAIL reserves the right to determine the suitability of weather or forecast weather for charter. TROPIC SAIL strongly advise insuring against the loss of non-refundable fares.

**4. DELIVERY:** TROPIC SAIL agrees to deliver the vessel in full commission and working order outfitted as a vessel of her size, type and accommodation with full equipment, inclusive of that as required by law, insured, clean and in good condition. The charterer agrees to examine the vessel before departure and by accepting the vessel has deemed it to be staunch and strong and properly outfitted. TROPIC SAIL will make pro rata refund in the event of the charter being delayed. Should it be impossible for the vessel to be available to the charterer then the charterer may cancel this agreement and all monies will be returned in full. The charterer will be responsible for the vessel except where at the charterer's request, or TROPIC SAIL in its opinion feels the charterer requires a cruising guide on board. The cruising guide will have full authority and the charterer will pay TROPIC SAIL for the guide at the rate currently advised.

**5. CHARTERERS AUTHORITY FOR CREW:** At the commencement of the charter period TROPIC SAIL shall relinquish their possession, command and navigation of the vessel to the charterer and full authority regarding management of the vessel, its crewmembers and the guests shall be transferred to the charterer for this period. It is further agreed that although the charterer will have possession, command and full control of the vessel if a cruising guide is required by the owner as herein provided, TROPIC SAIL shall rely upon the cruising guide for the safe navigation of the vessel. The cruising guide is the sole judge as to whether it is safe and prudent to sail at any given

time, having regard to the weather and the circumstances, also as to whether any anchorage is reasonably safe. Subject to the above the cruising guide shall obey all reasonable orders and will do his or her best to sail the vessel where the charterer wishes to sail. The charterer undertakes to observe the law of the land and Maritime law and forfeit the right to the vessel if he transgresses. The charterer further undertakes to navigate with due care and diligence and not in anyway jeopardize the safety of the vessel. TROPIC SAIL may repossess if it considers the charterer incapable.

**6. LIMITATIONS ON USE:** The charterer agrees to restrict the usage of the vessel to the hours of 0700 to 1600 each day unless otherwise stated. By Queensland Transport regulation TROPIC SAIL charter vessels cannot be sailed outside defined partially smooth waters of Townsville and Palm Isles and the water bounded by an imaginary line drawn from SE Cape Palm Island, to Orchard Rocks, Magnetic Island. The charterer agrees not to carry more than the specified number of passengers and also agrees not to permit any other party, except competent members from his own party to operate the vessel.

**7. LIMITATION OF LIABILITY:** Subject to Clause 7 hereof TROPIC SAIL and its insurance underwriters shall not be liable for any property loss or damage or personal injury or indirect, special, or consequential damage sustained by the charterer or members of the charter party or any third party whether such property loss or damage, personal injury or indirect or consequential damages shall be caused by or arise from negligence or lack of skill of charterers notwithstanding the foregoing, this agreement will be subject to any implied warranty under the Trade Practices Act 1974 (as amended) if and to the extent that the Act is applicable and prevents exclusion, restriction or modification of the warranty.

**8. INSURANCE:** TROPIC SAIL shall insure the vessel and the charterers against the hull and machinery risks, collision, liability, risks and protection and indemnity risks as stated in the policy for the term of this charter as protection for the loss or damage which may be occasioned by the vessel during the charter period. Any excess r deductible under the terms of the policy may be deducted by TROPIC SAIL from the security bond. The vessel is insured provided that the terms of this agreement are met. If the charterer breaks any of the conditions regarding the movement of the vessel before 0700 or after 1600, or goes beyond the geographic limits stated in these conditions or goes into any jetty or rafts up alongside another vessel or is in the act of towing a person or vessel behind the charter boat then the charterer may be liable for full cost of the repairs to the vessel and any claims against the master of that vessel.

**9. ACCIDENT:** In the event of any accident loss or breakdown the charterer shall give immediate notice to TROPIC SAIL of same, and shall not, except to the extent necessary to avert or minimise the loss of a vessel, authorise or undertake repairs without prior authorisation from TROPIC SAIL. The charterer shall be responsible for the costs and consequences of any unauthorised repairs. The charterers shall make no admission of, liability to any party in respect of any claim arising out of such accident, loss, breakdown or disaster.

**10. INVENTORY AND RE-DELIVERY:** The vessel shall be delivered to the charterer with adequate fuel and water. The charterer should check the inventory list in the information manual. On re-delivery any loss or damaged item may be deducted from the bond. The charterer shall keep the vessel in good running order and condition and in substantially the same condition as when received from the owner, reasonable wear and tear and ordinary depreciation accepted. The charterer agrees to surrender the vessel at the time stated on the Agreement, then he or she will be liable to pay demurrage pro-rata to TROPIC SAIL for the time such a delivery, as well as expenses of additional staff.

**11. NON-ASSIGNMENT:** The charterer represents and warrants that the answers on the resume are true and correct and that no information, which may influence a prudent assessment of the charterers' experience, is being withheld.

**12. INDEMNITY:** The charterer agrees to indemnify, reimburse and hold TROPIC SAIL harmless from all and against all claims, losses, liabilities, suits, judgments or causes and actions and all legal proceedings whether civil or criminal. Penalties, fines or other sanctions and any other cost or expense in connection therewith which may result from or arise in any manner of management, control, chartering, encumbering use or operation of the vessel by the charterer or the failure to comply with the terms of this Agreement. No claim shall be brought against any servant or agent of TROPIC SAIL by the charterer or any of the family or guests on board the vessel and the charterer hereby agrees that TROPIC SAIL shall be entitled to indemnify any person against whom such a claim is brought and that he will indemnify TROPIC SAIL in respect to any amount paid by TROPIC SAIL in respect of such a claim.

**13. RADIO SCHEDULES:** The charterer agrees to comply with Queensland Department of Transport Regulations requiring TROPIC SAIL to be in contact with the vessel at 0800 and 1700 daily.

FULL NAME OF CHARTERER (PRINTED) \_\_\_\_\_ VESSEL \_\_\_\_\_

SIGNATURE OF CHARTERER \_\_\_\_\_ DATE \_\_\_\_ / \_\_\_\_ / \_\_\_\_\_