

CLIENT RESPONSIBILITY AGREEMENT

Please Read All Items Carefully

Yacht..... Charter Dates.....to.....

I _____ (print Captain’s name) hereby accept the aforementioned Yacht as being in full operational condition and understand that as captain of the Yacht, the following become my sole responsibility during the term of charter. I acknowledge that failure to comply with the following items may invalidate my Charter Contract and Loss Damage Waiver resulting in me being responsible for the total insurance deductible on the yacht and/or the total replacement cost of the Yacht.

Initial:

Safe Navigation

1. To navigate the yacht in a safe, responsible and seamanlike manner and in accordance with local and international regulations; cruising hours 8am - 5pm. **I will utilize my paper charts as my primary navigational aid, and ensure I refer to them before entering and exiting any harbours, marinas, mooring fields etc.** I will simultaneously refer to my hazard chart and will not enter any 'out of bounds' or 'red zone' areas. The areas of St. Thomas, St. John, and 'White Bay' - Jost Van Dyke are always 'out of bounds.' 'Great Harbor' - Jost Van Dyke is 'out of bounds' from Dec 30-Jan 2nd. **ANY BREACH of the navigational/out of bound/red zone limits will result in the immediate termination of my charter. I understand that any breach VOIDS MY SECURITY DEPOSIT regardless of if any damage is caused and I will be responsible for any and all damage up to and including the total replacement cost of the Yacht.**

Initial:

Equipment Stowage

2. To ensure that all equipment is on board and safely stowed prior to departure and to continue to do so throughout the term of charter, special attention being paid to items that may fall in rough seas, i.e. galley equipment. Charterer will ensure that no cardboard boxes are stored onboard the yacht (either inside or out) at any time.

Initial:

Cushions & Bimini

3. To ensure that equipment onboard is not placed under unnecessary stress i.e. if wind speeds are in excess of 20 knots (or the total wind speed across the decks exceeds 30 knots whilst under way) the canvas bimini will be removed from the frame and stowed accordingly. If at any time, cushions are at risk of blowing off, whether due to broken fastenings, or high winds, they will be removed and stowed below or securely lashed to the decks and I accept financial responsibility for loss or damage of such.

Initial:

Dinghy & Outboard Engine

4. At all times to operate and navigate the dinghy safely. To ensure that the outboard engine is securely attached to the transom of the dinghy by way of through bolts, that the dinghy towing line is securely attached and the towing U-bolt is secure. To keep a look out for wear and tear which might unduly cause failure of such parts and to report this to BVI Marine Charters Ltd. **The dinghy should be locked at all times when not in use.** Anyone under the age of 16 cannot operate the dinghy.

Initial:

Anchoring

5. Yacht should be secured to mooring ball or docked before going ashore. **Anchoring is only permitted in emergency situations and then a call must be placed immediately to BVI Marine Charters Ltd.**

Initial:

Rafting of Vessels

6. The ‘rafting’ of yachts (mooring or tying one or more vessels together) at anchor or on a mooring is strictly prohibited due to the potential damage that can occur. Any vessel observed rafting will immediately forfeit their Loss Damage Waiver (\$100 per day), and be subject to a minimum damage liability of \$5,000.

Initial:.....

Notification

7. To notify BVI Marine Charters Ltd. immediately of any operational failures, prop wrap or prop or hull contact of any kind – by way of phone, VHF radio or land line telephone. To notify BVI Marine Charters Ltd. of any theft or damage of or to items for which I am responsible.

Initial:

Responsibility For Damage & Loss

8. By signing the damage and inventory check sheets prior to departure, I am accepting total responsibility for any damage to the yacht or loss of items (subject to the terms of the Loss Damage Waiver). Initial:

Blockage Of Heads

9. I have personally inspected all head operations on board, flushed all heads, and deem them to be fully operational. I will (have) briefed all passengers on board, of the head operation and I therefore accept BLOCKAGES as my responsibility and further warrant to pay for any and all head blockage charges including chase boat usage - if vessel is located at one of the outlying Islands not accessible by road (\$150) and the fee for the technical staff (\$150)– unless blockage is due to mechanical failure of parts in the head system – to be determined by the attending technician.

Initial:

Holding Tanks

10. Some yachts are set with holding tanks, as will be detailed in the individual boat briefing. If holding tanks are present, Captain should empty holding tanks while underway, in the channel, away from any land, harbors or marinas. Tanks must be emptied before returning to BVI Marine Charters Ltd. at end of charter or additional fee will be assessed to pump out tanks.

Initial:

Engine Checks & Performance Management

11. To perform all engine and generator systems checks as would normally be required or as stated in yacht briefing – oil, coolant, gear oil, belts etc. I will also diligently monitor all engine gauges during operation and immediately shut down any engine that appears to be out of normal range. I will shut down the engine IMMEDIATELY in the event that the master alarm rings and immediately notify BVI Marine Charters Ltd.

Initial:.....

Responsibility For Fuel Costs

12. I unconditionally accept all responsibility for fuel-running costs and I hereby authorize BVI Marine Charters Ltd. to use the credit card, which I have left as a security deposit to pay for such fuel settlements upon completion of my charter. I unequivocally authorize this regardless of any disputes which might arise in the unlikely event that I suffer down time during my charter, for whatever reason – such down time will be settled in accordance with my signed and executed charter contract.

Initial:

Alcohol & Drugs

13. I will not operate the Yacht (or Dinghy) under the influence of alcohol or drugs. I will also not bring any drugs on board at any time, INCLUDING MARIJUANA or any THC derivatives.

Initial:

Smoking

14. I acknowledge that smoking of any type and nature (including but not limited to: cigarettes, cigars, vaping etc). is strictly prohibited inside the Yacht.

Initial:

GPS & Bow Thrusters

15. I understand that some yachts have GPS chart plotters and bow thrusters. I hereby state that I am not dependant on these items for the safe navigation and docking of the yacht; should such items fail or not be operational, I do not hold BVI Marine Charters Ltd responsible for such failures or consequential damage as a result of such failures.

Initial:.....

Awareness Of Relevant Circumstances & Acceptance Of Responsibility

16. At all times to operate the Yacht (and dinghy) with due attention to the surroundings, environment, safety of others and with general caution and care – at all times, being aware of weather, wind speeds, direction and proximity of other vessels and land to the chartered Yacht. At all times to accept the responsibility bestowed on the Captain of a Motor Vessel and the responsibility therefore imposed, by BVI Marine Charters Ltd, to me, as Captain of the Yacht.

Initial:

Customs & Immigration Regulations & Vessel Support Outside Territorial Waters

17. I understand and will comply with all BVI Immigration and Customs entry and exit regulations. I hereby acknowledge and understand that failure to clear out and clear in to BVI waters may result in significant fines and/or incarceration. I further understand that the chartered Yacht could be seized by governmental authorities and I will be totally responsible for the full fair market value of the Yacht and any expenses incurred by BVI Marine Charters Ltd. for the return of the Yacht.

Initial:

Fishing

18. I acknowledge that in order to fish in BVI I must first have obtained a BVI fishing license prior to my arrival. If I am caught fishing without the proper license there can be substantial fines assessed, including seizure of the Yacht. I further understand that the chartered yacht could be seized by governmental authorities and I will be totally responsible for the full fair market value of the Yacht and any expenses incurred by BVI Marine Charters Ltd. for the return of the Yacht.

Initial:

Cleanliness

19. If the Charterer returns the Yacht in a condition that demands extraordinary cleaning, then the Company may charge the Charterer an additional fee from their security deposit. Guests are to use the transom shower to ensure sand is not transported into the yacht.

Initial:

Construction of Agreement

20. This Agreement is binding upon and enures to the benefit of the parties hereto and their heirs, successors and assigns and shall be governed in all respects by the laws of the British Virgin Islands and/or the laws of the State of Iowa, United States of America and the parties hereto submit to the exclusive jurisdiction of any court in either jurisdiction at the option of the Company.

Initial.....

THE UNDERSIGNED CHARTERER HAS READ AND FULLY UNDERSTANDS AND UNCONDITIONALLY AGREES TO ALL THE TERMS OF THIS CLIENT RESPONSIBILITY AGREEMENT.

Charterer.....

Captain If Different.....

BVI Marine Charters Ltd.....

Date.....

Amended February 2020