

**BAREBOAT CHARTER AGREEMENT
COMPANY/CHARTERER**

THE PARTIES, the Owner and the Charterer, named below hereby enter into this Agreement to govern the matters between them outlined below:

- I. **OPERATOR AGREEMENT:** The Charterer hereby hires, and the captain hereby acknowledges employment for the operation of a certain vessel under the name Gauguin _____ Tefiti _____.
- II. The vessel is described below and is generally docked and maintained at the following location: Kewalo Basin, Honolulu, HI.
- III. **TERM:** The time period of this agreement shall run from _____ to _____.
- IV. **BOOKING CHARTERS:** During the time period of this agreement the charterer may conduct any cruise seen fit by the charterer within the bounds of safety and the applicable law. The captain may only refuse the Charterer on grounds of violation of law and/or safety.
- V. **RESPONSIBILITIES:** The Charterer shall be responsible for providing Captain, Crew, Hostesses, and other personnel as appropriate to the needs of each cruise. Such personnel shall always be subordinate to the commands of the Captain while on board.
- VI. **DELIVERY OF BOAT:** Charterer agrees to deliver the vessel at Kewalo Basin, Honolulu, HI at the mutually agreed upon time in seaworthy condition and good working order, outfitted as a fully equipped yacht including that required by the law and U.S Coast Guard Regulations.
- VII. **FAILURE TO DELIVER:** In the event the Company is unable to deliver the vessel at the time and place stipulated in the Agreement, or within a reasonable time thereafter, that cruise may be terminated by the Charterer, and any fee paid in advance to the Company shall be returned to the charterer. However, if the Charterer cancels less than 24 hours prior to departure, the charter fee is forfeit.
- VIII. **HAWAII LAW, ARBITRATION, PREVAILING PARTY:** The parties agree that the laws of the State of Hawaii shall apply to all particulars of this Agreement. The parties agree that the filing of formal legal action shall be avoided if at all possible, by the Parties, such that if any dispute between the Parties shall remain unresolved for 30 days, any Party to this agreement may submit the dispute for binding arbitration under the rules of the American Arbitration Association then in effect, and all parties hereby agree to be bound by the final decision. However, if legal action is taken by any party to this agreement in exercising any right or remedy hereunder or in enforcing any of the provisions hereof, all costs and expenses (including reasonable attorney fees) incurred by the prevailing party will be paid by the losing party in such action.

IN WITNESS HEREOF, the parties execute this Agreement, dated

This _____ 20 ____.

Signature (Charterer)

Signature (The Company)
Honolulu Sailing Company

Print Name Charterer

**EMPLOYMENT AGREEMENT
CAPTAIN-CHARTERER**

THE PARTIES, the Captain and the Charterer, named below hereby enter into this Agreement to govern the matters between them outlined below:

- I. **OPERATOR AGREEMENT:** The Charterer hereby hires, and the captain hereby acknowledges employment for the operation of a certain vessel under the name Gauguin _____ Tefiti _____.
- II. The vessel is described below and is generally docked and maintained at the following location: Kewalo Basin, Honolulu, HI.
- III. **TERM:** The time period of this agreement shall run from _____ to _____.
- IV. **BOOKING CHARTERS:** During the time period of this agreement the charterer may conduct any cruise seen fit by the charterer within the bounds of safety and the applicable law. The captain may only refuse the Charterer on grounds of violation of law and/or safety.
- V. **RESPONSIBILITIES:** The Charterer shall be responsible for providing Captain, Crew, Hostesses, and other personnel as appropriate to the needs of each cruise. Such personnel shall always be subordinate to the commands of the Captain while on board. The Captain shall act in a professional manner and be well groomed and appropriately dressed. The Captain shall follow instructions of the Charterer concerning the details of each cruise. The Captain shall be responsible for conducting each cruise in a safe manner and in a way as to promote business good will.
- VI. **COMPENSATION:** The charterer shall pay the Captain a fee of \$35.00 Per Hr. performed by the Captain, paid at the time of the booking of the charter or upon a mutually agreed time and place. Shall a Charterer and/or charterers guest cancel any cruise after it is underway, the full compensation shall be paid to the Captain.
- VII. **DELIVERY OF BOAT:** Charterer agrees to deliver the vessel at Kewalo Basin, Honolulu, HI at the mutually agreed upon time in seaworthy condition and good working order, outfitted as a fully equipped yacht including that required by the law and U.S Coast Guard Regulations.
- VIII. **FAILURE TO DELIVER:** In the event the Charterer is unable to deliver the vessel at the time and place stipulated in the Agreement, or within a reasonable time thereafter, that cruise may be terminated by the Captain, and any fee paid in advance to the Captain shall be retained by the Captain.
- IX. **HAWAII LAW, ARBITRATION, PREVAILING PARTY:** The parties agree that the laws of the State of Hawaii shall apply to all particulars of this Agreement. The parties agree that the filing of formal legal action shall be avoided if at all possible, by the Parties, such that if any dispute between the Parties shall remain unresolved for 30 days, any Party to this agreement may submit the dispute for binding arbitration under the rules of the American Arbitration Association then in effect, and all parties hereby agree to be bound by the final decision. However, if legal action is taken by any party to this agreement in exercising any right or remedy hereunder or in enforcing any of the provisions hereof, all costs and expenses (including reasonable attorney fees) incurred by the prevailing party will be paid by the losing party in such action.

IN WITNESS HEREOF, the parties execute this Agreement dated,

This _____ 20_____.

Signature CHARTERER

Print Name Charterer

Signature CAPTAIN

Print Name CAPTAIN

SELECTION OF CAPTAIN IS ENTIRELY UP TO CUSTOMER.

____ Captain Rick Denton USCG LICENSED \$35.00 Per Hr.

BIO: Local racing enthusiast and ASA Instructor sailed Hawaiian waters for 15 years.

____ Captain Mike Sadler USCG LICENSED \$35.00 Per Hr.

BIO: Originally from Florida, competent captain and Sport fishing Professional Chartering in our local Hawaiian Waters.

____ Captain Rich Connelly USCG LICENSED \$35.00 Per Hr.

BIO: Beside an airline pilot an enthusiastic and competent ASA sailing instructor and a catamaran sailing endorsement.

____ Captain Mike Mickelwait USCG LICENSED \$35.00 Per Hr.

BIO: ASA Sailing Instructor and competent Captain with 40 years of Hawaiian waters sailing experience.

____ Captain Perry Leonard USCG LICENSED \$35.00 Per Hr.

BIO: Competent Sailing Master with experience in the Hawaiian Islands. Dedicated to insuring a fun safe trip for all.

____ Captain Rick Pelton USCG LICENSED \$35.00 Per Hr.

BIO: Competent 100 ton Sailing Master with extensive sailing experience in the Hawaiian Islands. Dedicated to a safe fun sail.