

**BAREBOAT CHARTER AGREEMENT
OWNER/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 owner hereby acknowledges the agreement to hire for operation of a certain vessel under the name _____.
- II. The vessel 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 owner may only refuse the Charterer on grounds of violation of law and/or safety.
- V. **RESPONSIBILITIES:** CHARTERER agrees that the Vessel will only be operated by a qualified Captain at all times throughout the Charter Period. The CHARTERER warrants and agrees that he has or will always use a Captain experienced and competent in the handling of a yacht of the type and size of the Vessel hired, and that the Captain will have the appropriate United States Coast Guard License and / or sufficient knowledge of seamanship, piloting, mechanical systems, and rules of the road to safely operate the Vessel in compliance with all applicable laws and regulations.
CHARTERER may select any Captain so qualified to operate the Vessel for the Charter Period. However, all Captains who are not pre-approved by underwriters prior to the commencement of the Charter must be approved by underwriters prior to the Vessel's Delivery to CHARTERER. In order to become approved by underwriters', each Captain must submit to underwriters a resume and statement of relevant qualifications and a training course may be required at Charterers expense. At the request of the charterer, the owner will provide a list of qualified and competent captains. Although the Charterer shall exercise control over the Yacht, the Charterer shall depend on the captain for the safe navigation of the Yacht and shall abide by the judgements of the captain as to sailing, weather, anchorages and pertinent matters. The vessel must be under the command of a qualified captain as defined in this agreement, at all times.
- 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 _____.

Signature (Charterer)

Signature (Agent) Vessel

Print Name Charterer

Honolulu Sailing Co LL