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# YACHT CHARTER AGREEMENT

THIS YACHT CHARTER AGREEMENT (hereinafter referred to as the “Agreement”) is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_ by and between:

[YACHT OWNER NAME/COMPANY], a [Entity Type] with its principal place of business at [Address] (hereinafter referred to as the “Owner”)

and

[CHARTERER NAME], an individual/entity residing/with its principal place of business at [Address] (hereinafter referred to as the “Charterer”)

with the facilitation of:

AZURE YACHT GROUP LLC, a Florida Limited Liability Company with its principal place of business at [Address] (hereinafter referred to as the “Broker”)

WHEREAS, the Owner is the registered owner of the vessel [VESSEL NAME], with Registration Number [NUMBER], Flag State [FLAG STATE] (hereinafter referred to as the “Vessel”);

WHEREAS, the Charterer desires to charter the Vessel for private use;

WHEREAS, the Owner desires to charter the Vessel to the Charterer;

WHEREAS, the Broker has facilitated the introduction of the parties and the negotiation of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

DEFINITIONS

As used in this Agreement, the following terms shall have the meanings set forth below:

“APA” means the Advanced Provisioning Allowance as described in Article 2.6.

“Charter Fee” means the sum specified in Article 2.1, excluding Additional Required Payments.

“Charter Period” means the period commencing at the time of delivery and ending at the time of redelivery as specified in Article 1.2.

“Cruising Area” means the geographical limits within which the Vessel may be operated as specified in Article 1.4 and Article 12.

“Delivery” means the physical transfer of the Vessel to the Charterer at the Delivery Location.

“Force Majeure Event” means any event or circumstance described in Article 8.3.

“Guest” means any person invited by the Charterer to use the Vessel during the Charter Period.

“IYBA” means the International Yacht Brokers Association.

“Major Unseaworthiness” means a condition that materially affects the Vessel’s fitness for normal use.

“Normal Wear and Tear” means deterioration resulting from ordinary use, excluding damage caused by negligence or misuse.

“Redelivery” means the physical return of the Vessel to the Owner at the Redelivery Location.

“Security Deposit” means the refundable deposit specified in Article 2.2(d).

“Vessel” means the yacht [VESSEL NAME], including all equipment, furnishings, and accessories.

RELATIONSHIP WITH MANAGEMENT AGREEMENT

The parties acknowledge that this Charter Agreement operates in conjunction with a separate Yacht Owner/Manager Agreement between the Owner and Broker. The following principles govern this relationship:

1. Broker’s Authority:
   1. The Broker acts as authorized representative within defined limits
   2. The Broker’s authority derives from the Management Agreement
   3. The Owner retains ultimate approval rights
   4. The Charterer acknowledges these limitations
2. Payment Processing:
   1. All payments processed through Broker’s escrow system
   2. Commission structures pre-agreed with Owner
   3. Transparent fee disclosure to Charterer
   4. Unified payment schedule across agreements
3. Operational Coordination:
   1. Booking procedures follow Management Agreement
   2. Documentation requirements aligned
   3. Communication channels defined
   4. Reporting obligations coordinated
4. Liability Structure:
   1. Clear separation of responsibilities
   2. Consistent indemnification provisions
   3. Coordinated insurance requirements
   4. Unified claims procedures

ARTICLE 1 - CHARTER PARTICULARS

1.1 Vessel Specifications. The Vessel subject to this Agreement is more particularly described as follows: Name: [VESSEL NAME] Type: [VESSEL TYPE] Length Overall: [LENGTH] Registration Number: [NUMBER] Flag State: [FLAG STATE] Maximum Sleeping Guests: [NUMBER] Maximum Cruising Guests: [NUMBER]

1.2 Charter Period. The Owner agrees to let and the Charterer agrees to hire the Vessel for a period commencing at [TIME] on [DATE] (the “Commencement Date”) and ending at [TIME] on [DATE] (the “End Date”) (hereinafter referred to as the “Charter Period”).

1.3 Delivery and Redelivery. (a) The Owner shall deliver the Vessel to the Charterer at [DELIVERY PORT], [SPECIFIC DOCK] (the “Delivery Location”) at the commencement of the Charter Period.

1. The Charterer shall redeliver the Vessel to the Owner at [REDELIVERY PORT], [SPECIFIC DOCK] (the “Redelivery Location”) at the end of the Charter Period.

1.4 Cruising Area. The Charterer shall restrict the cruising of the Vessel to [SPECIFIC AREA] (the “Cruising Area”) and to waters within the Vessel’s operational capabilities and as permitted by the Vessel’s insurance coverage.

ARTICLE 2 - CHARTER FEES AND PAYMENT

2.1 Charter Fee: $[AMOUNT] Includes: - Vessel use during Charter Period - Crew services - Standard equipment - Base insurance

2.2 Additional Required Payments: - Florida Sales Tax: 7% - Crew Gratuity: 20% (recommended) - APA: 30% of Charter Fee - Security Deposit: $[AMOUNT]

2.3 Payment Options: (a) Standard Escrow: - All payments through Broker’s escrow - Processing fee: [2]% - Full payment protection - Automatic distribution

(b) Direct Payment:  
 - Booking deposit to Broker  
 - Balance direct to Owner  
 - Payment confirmation required  
 - Owner's banking details provided  
  
(c) Mixed Payment:  
 - Deposit as specified  
 - Balance per agreement  
 - Written instructions provided  
 - Confirmation required  
  
(d) Variable Deposit with Balance at Charter:  
 - Initial deposit: 25-50% of Charter Fee (vessel dependent)  
 - Balance due before vessel departure  
 - Payment methods: Wire transfer (preferred) or cash  
 - Funds verification required 24 hours prior  
 - Receipt provided for all payments  
 - No personal checks accepted

2.4 Payment Schedule: (a) Booking Deposit Options: - Standard Deposit: 50% of Charter Fee - Variable Deposit Range: \* Premium Vessels: 50% of Charter Fee \* Standard Vessels: 35% of Charter Fee \* Day Charters: 25% of Charter Fee - Due immediately upon booking - Non-refundable after 48 hours - Confirms reservation

(b) Balance Due Options:  
 - Standard: 30 days before charter  
 - Day-of-Charter Payment Requirements:  
 \* Balance must be received before boarding  
 \* Wire transfer confirmation required 24h prior  
 \* Cash payments require prior arrangement  
 \* Funds verification process applies  
 \* No vessel departure until payment cleared  
 - Late fee: [2]% per week (for standard option only)  
 - Cancellation terms apply

2.5 Security Deposit: - Due with final payment (standard option) - Due 48 hours before charter (day-of-charter option) - Refundable within 7 days - Subject to damage inspection - Itemized deductions - Credit card authorization accepted

2.6 APA (Advanced Provisioning Allowance): - Standard: 30% of Charter Fee - Due with final payment - Captain maintains detailed log - Daily expense reporting available - Unused portion refunded within 7 days - Overages due immediately - Replenishment required if depleted during charter

SCHEDULE A - PAYMENT INSTRUCTIONS

1. Booking Deposit: Vessel Category: [PREMIUM/STANDARD/DAY CHARTER] Selected Option: [STANDARD/VARIABLE] Deposit Percentage: [25/35/50]% Amount: $[AMOUNT] Due: Immediate Method: Wire Transfer/Credit Card Reference: [BOOKING ID]
2. Balance Payment: Selected Option: [STANDARD/DAY-OF-CHARTER] Amount: $[AMOUNT] Due Date: [30 DAYS BEFORE/DAY OF CHARTER]

* If Standard Option:
  + Wire transfer details provided upon booking
  + Payment confirmation required within 24 hours
* If Day-of-Charter Option:
  + Wire Transfer Requirements:
    - Must be initiated 24 hours before charter
    - Confirmation required before boarding
    - Banking details provided 48 hours prior
  + Cash Payment Requirements:
    - Prior arrangement required (minimum 48 hours notice)
    - Cash counting and verification process applies
    - Receipt issued immediately
    - No personal checks accepted

1. Security Deposit: Amount: $[AMOUNT] Due Date: [WITH FINAL PAYMENT/48 HOURS BEFORE CHARTER] Options:
   * Credit Card Authorization
   * Wire Transfer
   * Cash Deposit Return Process: Within 7 days post-inspection
2. APA Payment: Amount: [30]% of Charter Fee: $[AMOUNT] Due: With final payment Method: Same as balance payment Replenishment Threshold: 20% of original APA
3. Payment Confirmations: Email: [EMAIL] Phone: [PHONE] WhatsApp: [NUMBER] Reference: [BOOKING ID] Receipt Issuance: Immediate upon payment

ARTICLE 3 - BROKER’S LIMITED ROLE

3.1 Scope of Services. The Broker’s role in this Agreement shall be strictly limited to: (a) Charter Facilitation: (i) Processing booking requests (ii) Coordinating documentation (iii) Managing payments through escrow (iv) Facilitating communications (v) Providing charter information

(b) Documentation Management:  
 (i) Charter agreement administration  
 (ii) Required forms and permits  
 (iii) Guest information collection  
 (iv) Preference documentation  
 (v) Compliance verification  
  
(c) Payment Administration:  
 (i) Escrow account management  
 (ii) Payment processing  
 (iii) Commission calculations  
 (iv) Refund coordination  
 (v) Financial reporting

3.2 Broker Disclaimers. The parties expressly acknowledge and agree that the Broker: (a) Operational Limitations: (i) Makes no representations about Vessel condition (ii) Has no control over charter operations (iii) Cannot guarantee specific outcomes (iv) Is not responsible for crew performance (v) Has no authority over navigation

(b) Relationship Limitations:  
 (i) Acts as facilitator only  
 (ii) Is not a party to the charter  
 (iii) Has no operational control  
 (iv) Makes no guarantees  
 (v) Has limited authority  
  
(c) Liability Limitations:  
 (i) No responsibility for performance  
 (ii) No liability for damages  
 (iii) No operational obligations  
 (iv) No crew management role  
 (v) No insurance obligations

ARTICLE 4 - OWNER’S OBLIGATIONS

4.1 Vessel Delivery. The Owner shall: (a) Deliver the Vessel in seaworthy condition (b) Ensure the Vessel is clean and fully equipped (c) Provide full fuel and water tanks (d) Supply qualified and certified crew

4.2 Insurance. The Owner shall maintain throughout the Charter Period: (a) Hull and Protection & Indemnity (P&I) insurance (b) Comprehensive charter liability coverage (c) Coverage meeting or exceeding industry standards (d) Valid and current insurance certificates

ARTICLE 5 - CHARTERER’S OBLIGATIONS

5.1 Use of Vessel. The Charterer shall: (a) Use the Vessel solely for lawful recreational purposes (b) Comply with all applicable laws and regulations (c) Follow all crew instructions and safety protocols (d) Not exceed the maximum guest limits specified in Article 1.1

5.2 Prohibited Activities. The Charterer shall not: (a) Use the Vessel for any commercial purpose (b) Sublet or assign any rights under this Agreement (c) Engage in racing or competitive events (d) Use the Vessel for any unlawful purpose

ARTICLE 6 - CREW

6.1 Crew Authority. The parties acknowledge and agree that: (a) The Captain shall have absolute authority regarding vessel operations (b) All navigation and safety decisions shall be final (c) The Captain’s determinations regarding weather and safety shall be binding (d) The Captain may terminate the charter for cause if necessary

6.2 Crew Services. The crew shall provide: (a) Standard yacht operation and service (b) Service during normal working hours (c) Required rest periods in accordance with maritime law (d) Additional services subject to overtime agreement

ARTICLE 7 - LIABILITY AND INDEMNIFICATION

7.1 Limitation of Liability. The parties expressly acknowledge and agree that: (a) The Broker shall have no liability whatsoever for: (i) Charter operations or performance (ii) Vessel condition, seaworthiness, or fitness for purpose (iii) Crew qualifications or performance (iv) Weather conditions or routing decisions (v) Any representations made by the Owner regarding the Vessel

1. The Owner’s liability shall be strictly limited to:
   1. Major Unseaworthiness existing at the time of Delivery
   2. Gross negligence or willful misconduct by the Owner
   3. The amount of the Charter Fee actually paid
2. Neither party shall be liable for:
   1. Events of Force Majeure as defined herein
   2. Acts or omissions of third parties
   3. Consequential, special, or punitive damages
   4. Loss of use, profit, or enjoyment
   5. Emotional distress or mental anguish

7.2 Charterer’s Liability. The Charterer shall be liable for: (a) All actions, conduct, and omissions of: (i) The Charterer (ii) Charter Guests (iii) Any third parties invited aboard by the Charterer

1. Any damage to the Vessel beyond Normal Wear and Tear, including:
   1. Physical damage to hull, machinery, or equipment
   2. Interior damage or excessive wear
   3. Loss or damage to furnishings or accessories
   4. Damage caused by negligent operation
2. Third-party claims arising from:
   1. Use of the Vessel
   2. Violations of laws or regulations
   3. Environmental damage or pollution
   4. Personal injury or property damage
3. Additional costs and expenses:
   1. Crew services beyond standard inclusions
   2. Excessive cleaning or repairs
   3. Fines or penalties
   4. Recovery or salvage costs

7.3 Indemnification. The Charterer hereby agrees to indemnify, defend, and hold harmless the Owner, Broker, and their respective officers, directors, employees, agents, affiliates, successors, and assigns (collectively, the “Indemnified Parties”) from and against any and all: (a) Claims, demands, actions, or causes of action (b) Losses, damages, liabilities, or judgments (c) Costs, expenses, and attorneys’ fees (d) Settlements or awards (e) Regulatory or administrative proceedings

Arising from or relating to: (i) Actions of the Charterer or Guests (ii) Violations of laws or regulations (iii) Damage to property or injury to persons (iv) Environmental incidents or pollution (v) Breach of this Agreement (vi) Misuse or negligent operation of the Vessel (vii) Third-party claims related to the charter

7.4 Insurance Requirements. The Charterer acknowledges that: (a) The Owner’s insurance may not cover all risks (b) Additional insurance may be required for certain activities (c) Personal insurance is recommended for Charterer and Guests (d) Deductibles may apply to any claims (e) The Charterer acknowledges that any injury or medical emergency may result in substantial medical expenses. The Charterer is solely responsible for ensuring that adequate travel and health insurance is in place for all Guests.

7.5 Claims Process. In the event of any incident, claim, or potential claim: (a) Immediate notification to all parties is required (b) Written documentation must be provided (c) Cooperation in investigation is mandatory (d) No admissions of liability shall be made (e) Insurance procedures must be followed (f) Any complaints must be submitted in writing to the Broker within 24 hours of charter termination. Complaints submitted later shall be considered void unless involving proven bodily injury or fraud.

7.6 Assumption of Risk. The Charterer and all Guests acknowledge that recreational activities onboard, including but not limited to swimming, diving, or use of water toys, carry inherent risks of injury. The Charterer expressly assumes all such risks and waives any claims against the Broker for personal injury, death, or property damage occurring during the Charter Period, regardless of cause.

ARTICLE 8 - CANCELLATION AND TERMINATION

8.1 Cancellation by Charterer. In the event of cancellation by the Charterer, the following cancellation fees shall apply: Notice Period Cancellation Fee More than 180 days prior 25% of Charter Fee 120-180 days prior 50% of Charter Fee 60-120 days prior 75% of Charter Fee Less than 60 days prior 100% of Charter Fee

8.2 Cancellation by Owner. In the event of cancellation by the Owner: (a) The Charterer shall receive a full refund of all payments made (b) The Owner shall have no further liability beyond the refund (c) The Broker shall use best efforts to secure an alternative vessel (d) Any difference in charter fees for an alternative vessel shall be the Owner’s responsibility

8.3 Force Majeure. Neither party shall be liable for failure to perform its obligations hereunder if such failure results from: (a) Natural Events: (i) Acts of God or natural disasters (ii) Hurricanes, tropical storms, or severe weather (iii) Earthquakes, tsunamis, or tidal waves (iv) Floods, lightning, or fires

1. Human Events:
   1. War, declared or undeclared
   2. Terrorism or threats of terrorism
   3. Civil unrest, riots, or insurrection
   4. Labor strikes or disputes
   5. Piracy or threats to vessel security
2. Governmental Actions:
   1. Laws, orders, or regulations
   2. Port closures or restrictions
   3. Immigration or customs restrictions
   4. Seizure or detention of the Vessel
   5. Travel bans or advisories
3. Health and Safety:
   1. Epidemics or pandemics
   2. Quarantine restrictions
   3. Public health emergencies
   4. Medical evacuations

(e) Technical Issues:  
 (i) Major mechanical failures  
 (ii) Critical equipment breakdown  
 (iii) Unavailability of repair facilities  
 (iv) Supply chain disruptions

In the event of a Force Majeure Event: (a) The affected party shall promptly notify all other parties (b) A proportional refund shall be issued for unused charter days (c) No consequential damages shall be claimed by any party (d) The parties shall cooperate to: (i) Minimize the impact of the event (ii) Secure the Vessel and ensure safety (iii) Arrange alternative arrangements where possible (iv) Reschedule the charter if mutually agreed

ARTICLE 9 - DISPUTE RESOLUTION

9.1 Mandatory Mediation. Prior to initiating any legal proceedings, the parties shall first attempt to resolve any dispute through mediation administered by the International Yacht Brokers Association (IYBA) in Miami, Florida.

9.2 Binding Arbitration. Any dispute not resolved through mediation shall be settled by binding arbitration: (a) The arbitration shall be conducted in Miami, Florida (b) The arbitration shall be governed by IYBA Arbitration Rules (c) Arbitration costs shall be shared equally by the parties (d) The arbitrator’s decision shall be final and binding

ARTICLE 10 - GOVERNING LAW

10.1 Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, United States of America, without giving effect to any choice of law or conflict of law provisions.

10.2 Jurisdiction. The parties hereby consent to the exclusive jurisdiction of the courts of Miami-Dade County, Florida for any action arising out of or relating to this Agreement.

ARTICLE 11 - COMPLIANCE AND REGULATORY REQUIREMENTS

11.1 Maritime Laws and Regulations. All parties shall comply with: (a) United States Coast Guard regulations (b) Local maritime authorities’ requirements (c) International maritime conventions (d) Environmental protection laws (e) Safety and security regulations

11.2 Documentation Requirements. The following documentation must be maintained: (a) Vessel Documentation: (i) Current registration (ii) Safety certificates (iii) Insurance certificates (iv) Radio licenses

(b) Crew Documentation:  
 (i) Licenses and certifications  
 (ii) Medical certificates  
 (iii) Immigration documents  
 (iv) Drug testing compliance  
  
(c) Charter Documentation:  
 (i) Passenger manifests  
 (ii) Customs declarations  
 (iii) Charter permits  
 (iv) Local cruising permits

11.3 Environmental Compliance. All parties shall: (a) Follow environmental protection protocols (b) Properly dispose of waste and recyclables (c) Comply with marine sanctuary regulations (d) Report any environmental incidents (e) Use environmentally safe products

11.4 Safety Requirements. The Vessel shall maintain: (a) Required safety equipment (b) Emergency procedures and protocols (c) Communication systems (d) First aid and medical supplies (e) Fire fighting equipment

11.5 Security Measures. The charter shall comply with: (a) Maritime security regulations (b) Port security requirements (c) Passenger screening procedures (d) Restricted area protocols (e) Security reporting requirements

ARTICLE 12 - MISCELLANEOUS

12.1 Entire Agreement. This Agreement, including all attachments and exhibits hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, and agreements.

12.2 Amendments. No modification or amendment to this Agreement shall be effective unless in writing and signed by all parties hereto.

12.3 Severability. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced.

12.4 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

12.5 Media Consent and Non-Disparagement. (a) Media Consent: (i) The Charterer agrees that photos or videos taken during the Charter may be used by the Broker for promotional purposes, unless otherwise requested in writing (ii) Such content may be used across various marketing channels (iii) Personal privacy will be respected in all usage (iv) Written opt-out available upon request

(b) Non-Disparagement:  
 (i) The Charterer agrees not to make or publish any defamatory, false, or misleading statements about the Broker or its affiliates, whether during or after the Charter Period  
 (ii) This includes but is not limited to social media posts, reviews, or public statements  
 (iii) Valid complaints should follow the process outlined in Article 7.5  
 (iv) Violations may result in legal action

SCHEDULE B - ACKNOWLEDGMENT OF RISK AND WAIVER OF LIABILITY

The Charterer hereby acknowledges and agrees to the following:

1. Risk Awareness:
   1. I have read and understood all safety protocols
   2. I am aware of inherent risks in maritime activities
   3. I understand weather conditions may affect safety
   4. I accept responsibility for Guest awareness
2. Liability Waiver:
   1. I waive all claims against Azure Yacht Group LLC
   2. I understand the limits of insurance coverage
   3. I accept financial responsibility for medical care
   4. I will not pursue legal action except for gross negligence
3. Health Insurance:
   1. I confirm all Guests have adequate coverage
   2. I understand evacuation costs are my responsibility
   3. I will provide proof of insurance if requested
4. Acknowledgment:
   1. I have read and understood this waiver
   2. I am signing this freely and voluntarily
   3. I have had opportunity to seek legal counsel
   4. I am legally competent to sign

Charterer Initials: \_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

OWNER: [COMPANY NAME]

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CHARTERER:

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

BROKER: AZURE YACHT GROUP LLC

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

WITNESS:

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CHARTER SUMMARY ATTACHMENT: [Include one-page summary sheet with checkboxes for all fees and inclusions]