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# YACHT OWNER/MANAGER AGREEMENT

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

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

and

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

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

WHEREAS, the Owner desires to engage the Manager to provide certain charter marketing and booking services for the Vessel;

WHEREAS, the Manager is willing to provide such services under the terms and conditions set forth herein;

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:

“Booking” means a confirmed charter reservation with a signed charter agreement and required deposits.

“Charter Revenue” means all income received from charter operations, excluding taxes, crew gratuities, and APA.

“Commission” means the percentage of Charter Revenue payable to the Manager as specified in Article 4.

“Competitive Vessels” means charter vessels of similar size, age, and quality operating in the same market.

“Confidential Information” means all non-public information regarding the Vessel, Owner, or charter operations.

“Gross Misconduct” means actions or omissions demonstrating willful disregard for the Owner’s interests.

“Marketing Materials” means all content created to promote the Vessel for charter.

“Net Charter Revenue” means Charter Revenue less Commission and direct charter expenses.

“Operating Season” means the period during which the Vessel is available for charter.

“Service Standards” means the level of service consistent with luxury yacht charter industry practices.

RELATIONSHIP WITH CHARTER AGREEMENT

The parties acknowledge that this Agreement operates in conjunction with the standard Charter Agreement used for all charter bookings. The following principles govern the relationship between the agreements:

1. Hierarchy of Agreements:
   1. This Agreement governs the relationship between Owner and Manager
   2. The Charter Agreement governs the relationship between Owner and Charterer
   3. In case of conflict, this Agreement prevails regarding Manager’s rights and obligations
2. Charter Agreement Implementation:
   1. Manager shall use the standard AYGL Charter Agreement form
   2. Material modifications require Owner’s approval
   3. Manager has authority to negotiate within approved parameters
   4. Owner retains final approval rights for all bookings
3. Aligned Provisions:
   1. Commission structures align with Charter Fee definitions
   2. Cancellation policies are coordinated
   3. Payment processing follows unified escrow system
   4. Insurance requirements are complementary
   5. Force majeure provisions are consistent
4. Operational Integration:
   1. Manager’s booking procedures align with Charter requirements
   2. Documentation flows between agreements
   3. Payment schedules are synchronized
   4. Reporting covers both agreements
   5. Compliance requirements are unified

ARTICLE 1 - APPOINTMENT AND AUTHORITY

1.1 Limited Appointment. The Owner hereby appoints the Manager, and the Manager hereby accepts such appointment, to act solely as a facilitator for charter marketing and booking services for the Vessel. This appointment is non-exclusive and the parties expressly acknowledge and agree that: (a) This Agreement creates no partnership, joint venture, agency relationship, or any other form of joint enterprise between the parties (b) The Manager has no authority to bind the Owner except as expressly provided herein (c) The Owner retains the right to market the Vessel through other channels (d) The Manager may represent other vessels, including Competitive Vessels

1.2 Vessel Specifications. The Vessel subject to this Agreement is more particularly described as follows: (a) Basic Information: (i) Name: [VESSEL NAME] (ii) Type: [VESSEL TYPE] (iii) Length Overall: [LENGTH] (iv) Registration Number: [NUMBER] (v) Flag State: [FLAG STATE] (vi) Year Built: [YEAR] (vii) Last Refit: [YEAR]

(b) Charter Specifications:  
 (i) Maximum Sleeping Guests: [NUMBER]  
 (ii) Maximum Cruising Guests: [NUMBER]  
 (iii) Crew Complement: [NUMBER]  
 (iv) Standard Cruising Area: [AREA]  
  
(c) Classification and Certification:  
 (i) Classification Society: [SOCIETY]  
 (ii) Commercial Registration: [TYPE]  
 (iii) Charter License: [NUMBER]

1.3 Scope of Authority. The Manager’s authority and responsibilities shall be strictly limited to:

(a) Marketing Services:  
 (i) Development and distribution of Marketing Materials  
 (ii) Representation at yacht shows and industry events  
 (iii) Digital marketing and social media presence  
 (iv) Broker network relationships  
 (v) Client relationship management  
  
(b) Booking Services:  
 (i) Charter inquiry management  
 (ii) Rate negotiations within approved parameters  
 (iii) Charter agreement administration  
 (iv) Payment processing through escrow  
 (v) Charter documentation coordination  
  
(c) Administrative Services:  
 (i) Charter calendar management  
 (ii) Commission accounting and distribution  
 (iii) Charter feedback collection  
 (iv) Market analysis and reporting  
 (v) Industry compliance monitoring

1.4 Express Limitations. For the avoidance of doubt, the Manager shall have NO authority or responsibility for:

(a) Vessel Operations:  
 (i) Navigation or routing  
 (ii) Safety or security  
 (iii) Maintenance or repairs  
 (iv) Provisioning or supplies  
 (v) Fuel or consumables  
  
(b) Crew Management:  
 (i) Hiring or termination  
 (ii) Scheduling or rotation  
 (iii) Training or certification  
 (iv) Compensation or benefits  
 (v) Performance management  
  
(c) Financial Management:  
 (i) Operating expenses  
 (ii) Insurance coverage  
 (iii) Tax obligations  
 (iv) Regulatory fees  
 (v) Capital improvements  
  
(d) Regulatory Compliance:  
 (i) Flag state requirements  
 (ii) Classification maintenance  
 (iii) Safety inspections  
 (iv) Environmental regulations  
 (v) Labor laws

ARTICLE 2 - MANAGER’S SERVICES AND OBLIGATIONS

2.1 Marketing Services. The Manager shall:

(a) Marketing Strategy:  
 (i) Develop annual marketing plan  
 (ii) Identify target markets  
 (iii) Set competitive rates  
 (iv) Plan promotional activities  
 (v) Monitor market conditions  
  
(b) Marketing Implementation:  
 (i) Create professional marketing materials  
 (ii) Maintain digital presence  
 (iii) Attend industry events  
 (iv) Network with brokers  
 (v) Generate qualified leads  
  
(c) Brand Management:  
 (i) Maintain vessel profile  
 (ii) Update photography  
 (iii) Monitor online reputation  
 (iv) Protect confidentiality  
 (v) Ensure accurate representation

2.2 Booking Services. The Manager shall:

(a) Inquiry Management:  
 (i) Respond promptly to inquiries  
 (ii) Qualify potential charterers  
 (iii) Provide accurate information  
 (iv) Negotiate within guidelines  
 (v) Present all offers to Owner  
  
(b) Documentation:  
 (i) Prepare charter agreements  
 (ii) Collect required information  
 (iii) Process payments  
 (iv) Maintain records  
 (v) Ensure compliance

2.3 Reporting Requirements. The Manager shall provide:

(a) Regular Reports:  
 (i) Monthly booking status  
 (ii) Marketing activities  
 (iii) Market conditions  
 (iv) Competitor analysis  
 (v) Revenue projections  
  
(b) Financial Reports:  
 (i) Charter revenue  
 (ii) Commission calculations  
 (iii) Payment processing  
 (iv) Escrow accounts  
 (v) Outstanding balances

ARTICLE 3 - OWNER’S RESPONSIBILITIES

3.1 Vessel Maintenance. The Owner shall:

(a) Physical Condition:  
 (i) Maintain seaworthiness  
 (ii) Keep updated interior  
 (iii) Repair damages promptly  
 (iv) Schedule regular maintenance  
 (v) Meet industry standards  
  
(b) Documentation:  
 (i) Maintain registrations  
 (ii) Update certificates  
 (iii) Provide insurance  
 (iv) Keep permits current  
 (v) Supply technical information

3.2 Crew Standards. The Owner shall ensure:

(a) Professional Crew:  
 (i) Qualified personnel  
 (ii) Proper certification  
 (iii) Professional appearance  
 (iv) Service training  
 (v) Safety compliance  
  
(b) Crew Support:  
 (i) Adequate compensation  
 (ii) Required benefits  
 (iii) Proper accommodations  
 (iv) Regular training  
 (v) Performance management

ARTICLE 4 - COMPENSATION AND PAYMENT ARRANGEMENTS

4.1 Commission Options: (a) Standard Escrow Model: - [15]% of Charter Revenue - Processed through escrow - Deducted at source - Paid within 3 business days

(b) Deposit Model:  
 - Reservation deposit equals Manager's commission  
 - Retained directly by Manager upon booking  
 - Balance paid by Charterer to Owner  
 - Owner responsible for crew gratuity distribution  
  
(c) Flexible Commission:  
 - Negotiable per vessel/season  
 - Minimum [10]% guarantee  
 - Additional performance incentives  
 - Special event adjustments

4.2 Payment Methods: (a) Direct Payment Option: - Charterer may pay Owner directly - Manager receives booking deposit - Owner confirms receipt of payments - Manager maintains booking records

(b) Escrow Option:  
 - Available upon request  
 - Standard escrow terms apply  
 - Additional [2]% processing fee  
 - Monthly reconciliation  
  
(c) Mixed Payment Option:  
 - Deposit to Manager  
 - Balance as agreed with Owner  
 - Written confirmation required  
 - Clear payment instructions to Charterer

4.3 Booking Deposit: (a) Amount: - Equal to Manager’s commission - Non-refundable after [48] hours - Held by Manager - Applied to total commission

(b) Confirmation Process:  
 1. Manager receives deposit  
 2. Owner notified of booking  
 3. Payment method agreed  
 4. Charter Agreement issued

4.4 Owner’s Obligations: (a) Payment Confirmation: - Notify Manager of received payments - Provide payment receipts - Report any payment issues - Maintain payment records

(b) Commission Protection:  
 - Guarantee Manager's commission  
 - Honor booking deposits  
 - Protect repeat client rights  
 - Maintain transparent records

4.5 Documentation: (a) Required Records: - Booking confirmations - Payment receipts - Commission calculations - Charter completion reports

(b) Monthly Reporting:  
 - Charter calendar  
 - Payment status  
 - Commission summary  
 - Upcoming bookings

SCHEDULE A - PAYMENT OPTIONS

1. Standard Escrow:
   * Full payment through escrow
   * Commission deducted automatically
   * Balance to Owner
   * Monthly statements
2. Direct Payment:
   * Deposit to Manager
   * Balance to Owner
   * Owner confirms receipt
   * Manager records payment
3. Mixed Payment:
   * Deposit structure: [SPECIFY]
   * Balance terms: [SPECIFY]
   * Commission calculation: [SPECIFY]
   * Payment timeline: [SPECIFY]
4. Banking Details: Manager Account: Bank: [BANK NAME] Account: [NUMBER] Reference: [VESSEL NAME]

* Owner Account: Bank: [BANK NAME] Account: [NUMBER] Reference: [VESSEL NAME]

ARTICLE 5 - MARKETING AND BRANDING

5.1 Marketing Standards:

(a) Content Requirements:  
 (i) Professional photography  
 (ii) Accurate specifications  
 (iii) Updated rate sheets  
 (iv) Crew profiles  
 (v) Amenity lists  
  
(b) Brand Guidelines:  
 (i) Logo usage  
 (ii) Color schemes  
 (iii) Typography  
 (iv) Image standards  
 (v) Content tone

5.2 Competitive Position:

(a) Rate Structure:  
 (i) Market analysis  
 (ii) Seasonal adjustments  
 (iii) Special offers  
 (iv) Package deals  
 (v) Value propositions  
  
(b) Market Presence:  
 (i) Show participation  
 (ii) Industry memberships  
 (iii) Media coverage  
 (iv) Awards and recognition  
 (v) Client testimonials

ARTICLE 6 - CONFIDENTIALITY AND DATA PROTECTION

6.1 Confidential Information:

(a) Protected Information:  
 (i) Charter rates and terms  
 (ii) Client details  
 (iii) Financial records  
 (iv) Operating procedures  
 (v) Proprietary materials  
  
(b) Security Measures:  
 (i) Data encryption  
 (ii) Access controls  
 (iii) Staff training  
 (iv) Incident response  
 (v) Regular audits

6.2 Data Protection:

(a) Compliance Requirements:  
 (i) Privacy laws  
 (ii) Data protection regulations  
 (iii) Industry standards  
 (iv) Cross-border requirements  
 (v) Retention policies  
  
(b) Client Privacy:  
 (i) Information collection  
 (ii) Usage limitations  
 (iii) Sharing restrictions  
 (iv) Storage security  
 (v) Deletion procedures

ARTICLE 7 - LIABILITY AND INDEMNIFICATION

7.1 Limitation of Manager’s Liability. The parties expressly acknowledge and agree that:

(a) Operational Limitations:  
 (i) The Manager has no control over vessel operations  
 (ii) No responsibility for navigation or safety  
 (iii) No liability for crew performance  
 (iv) No control over weather or conditions  
 (v) No responsibility for charterer behavior  
  
(b) Financial Limitations:  
 (i) No guarantee of booking volume  
 (ii) No warranty of revenue levels  
 (iii) No responsibility for market conditions  
 (iv) Limited to actual commission earned  
 (v) No liability for charterer default

7.2 Indemnification by Owner. The Owner shall indemnify and hold harmless the Manager from:

(a) Claims arising from:  
 (i) Vessel condition or seaworthiness  
 (ii) Crew actions or omissions  
 (iii) Navigation or routing decisions  
 (iv) Safety or security incidents  
 (v) Environmental violations  
  
(b) Expenses related to:  
 (i) Legal defense costs  
 (ii) Settlement payments  
 (iii) Regulatory penalties  
 (iv) Investigation expenses  
 (v) Professional fees

7.3 Guest Injury and Property Damage.

(a) The Owner acknowledges that:  
 (i) Maritime activities carry inherent risks  
 (ii) Guest injuries may occur despite precautions  
 (iii) Property damage is possible  
 (iv) Insurance may have coverage limits  
 (v) Claims may exceed insurance  
  
(b) The Owner agrees that:  
 (i) Manager has no liability for guest injuries  
 (ii) Owner maintains primary responsibility  
 (iii) Insurance is Owner's obligation  
 (iv) Manager is additional insured  
 (v) Defense costs are Owner's responsibility

7.4 Media and Reputation Management.

(a) Content Rights:  
 (i) Manager may create promotional content  
 (ii) Owner grants marketing usage rights  
 (iii) Guest privacy will be protected  
 (iv) Professional standards maintained  
 (v) Owner approval for major campaigns  
  
(b) Non-Disparagement:  
 (i) Parties agree to professional communication  
 (ii) No false or misleading statements  
 (iii) Confidentiality maintained  
 (iv) Dispute resolution process followed  
 (v) Social media guidelines respected

7.5 Claims Process.

(a) Notification Requirements:  
 (i) Immediate incident reporting  
 (ii) Written documentation required  
 (iii) Insurance carrier notification  
 (iv) Evidence preservation  
 (v) Witness statements collected  
  
(b) Resolution Process:  
 (i) Good faith negotiation required  
 (ii) Professional mediation preferred  
 (iii) Litigation as last resort  
 (iv) Costs allocated per agreement  
 (v) Confidentiality maintained

ARTICLE 8 - TERM AND TERMINATION

8.1 Term:

(a) Initial Term:  
 (i) [12] months from effective date  
 (ii) Automatic renewal provisions  
 (iii) Notice requirements  
 (iv) Extension options  
 (v) Renegotiation rights  
  
(b) Early Termination:  
 (i) For cause provisions  
 (ii) Notice periods  
 (iii) Cure opportunities  
 (iv) Financial settlements  
 (v) Transition assistance

8.2 Post-Termination:

(a) Obligations:  
 (i) Commission payments  
 (ii) Document return  
 (iii) Information transfer  
 (iv) Client notification  
 (v) Confidentiality  
  
(b) Survival Provisions:  
 (i) Confidentiality obligations  
 (ii) Commission rights  
 (iii) Indemnification  
 (iv) Dispute resolution  
 (v) Liability limitations

ARTICLE 9 - DISPUTE RESOLUTION

9.1 Mediation Requirement: (a) IYBA mediation in Miami, Florida (b) Cost sharing (c) Good faith participation (d) Confidentiality (e) Time limitations

9.2 Arbitration: (a) Binding arbitration (b) IYBA rules (c) Miami, Florida venue (d) Three arbitrator panel (e) Cost allocation

ARTICLE 10 - MISCELLANEOUS

10.1 Notices: (a) Written form required (b) Delivery methods (c) Address updates (d) Effective dates (e) Language requirements

10.2 Assignment: (a) No assignment without consent (b) Successor requirements (c) Change of control (d) Notice obligations (e) Assumption of obligations

10.3 Amendment: (a) Written form required (b) Authorized signatories (c) Integration clause (d) Severability (e) Waiver limitations

VESSEL SPECIFICATION SHEET ATTACHMENT: [Include detailed vessel specifications, equipment list, and photo requirements]

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

MANAGER: AZURE YACHT GROUP LLC

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

OWNER: [COMPANY NAME]

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

WITNESS:

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