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THE CATAMARAN COMPANY



HULLS



ESSERMAN YACHTSALES



TORTOLA CATAMARAN CENTER

THE BOOKING PROCESS

STEP 2 - CABIN CRUISE

CONTRACT

COMPLETE AND RETURN

Nanny Cay Box 281, Tortola, British Virgin Islands 800-262-0308 • (284)494-6661 • FAX (284)494-6698 info@catamarans.com



TOPCAT CHARTERS

Vessel Name:	
Charter:	
Commencing 5PM:	
And ending 9AM:	
Cruising the waters of:	
Number of guests:	Number of nights:
Price of charter:	Deposit amount:
Diving:	
Charter Agent is:	

IMPORTANT PAYMENT INFORMATION

TopCat Charters will automatically charge your credit card on file for advanced payments. Please contact us at least 5 days prior to your next payment if additional credit card information needs to be submitted. If preferred payment is by check, please contact us prior to your next payment. Late fee of \$50.00 will be applied for payments not received by due date.

Note: This offer is designed to promote Elite Island Yachts exclusive Club Membership. All guests are required to attend a presentation of the Cruise Club concept; we are certain you will find the program fascinating.

The Owner and Charterer recognize the above named Agent as sole agent in connection with this agreement and Owner agrees to pay said Agent the customary and usual brokerage fees prevailing at place of charter. It is further understood that the function of Agent is solely that of arranging the charter and Agent is in no way responsible for actions of Charterer, Owner or Captain/crew under this agreement.

Delivery: The Owner agrees to deliver the yacht ready for service and agrees to allow demurrage pro rata to the Charterer for any delay in delivery. Should it be impossible for the Owner to make delivery as stipulated through causes beyond his control such as acts of God including severe storm, mechanical breakdown, accident or sickness and should such delivery not be made within 24 hours thereafter, then this agreement may be canceled by the Charterer and any charter money paid in advance shall be returned to the Charterer.

Changes In Specifications: From time to time the specifications of this yacht and her equipment may change due to repairs or refurbishment of the yacht, or the exchange of one recreational item for another: Charterer understands that such changes may take place and if any particular specification is of great importance to him it is so noted below:

Accidents: Should the yacht during the period of this charter be lost, stranded or disabled by act of God or unable to perform this charter because of severe storm, fire, perils of the sea, or other unavoidable accident and such situation was not brought about by act or fault of the Charterer, charter hire shall cease from the time thereof and neither of the parties shall be liable for the loss, damage, expense or inconvenience resulting therefrom.

Cancellation: It is further agreed by the parties hereto that IF THE CHARTERER MUST CANCEL, ALL MONIES WILL BE FORFIETED unless the yacht is re-booked for the original dates booked. Refund will be in full or pro-rated according to dates re-booked less 23% cancellation fee. If the Owner must cancel, the Owner shall refund monies paid in full to the Charterer and the Owner shall pay the broker the full commission on the full charter amount. Cancellation must be done by facsimile or by registered mail.

Defaults in Payments: Should any installment of charter money not be paid on the date designated, or within 7 days thereafter, the Owner shall have the right to cancel this Agreement without prejudice to his rights in respect to any of the charter money.

Charterer Initials: _____



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STEP 2 - CONTINUED

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TOPCAT CHARTERS

Insurance: The Owner insures the vessel against fire, marine and collision risks and protection and indemnity coverage for the term of the charter and thereby the Charterer shall be relieved of any and all liability for such loss or damage. The Owner holds the said policy of insurance but should the Owner fail to carry such insurance he shall then assume the same responsibility as if the vessel were so insured.

Disclaimer: The Vessel, the Owner, his agents and The Catamaran Company accepts no responsibility for accidents, injuries, or death due to swimming or the use of snorkels, masks or allied equipment such as SCUBA equipment whether supplied by the Owner, his agents or others. Neither the vessel nor the Owner, his agents, of the Catamaran listed above are liable for any bodily injury or death related to water skiing, scuba diving, spinnaker flying, halyard flying, the vessel's dinghy, outboard motor, other on-board or in-water activities or use of vessel's equipment and the Charterer acknowledges the risks of such activities and agrees to this provision.

Brokerage Fees: The Owner and Charterer recognize The Catamaran Company as sole agent in connection with this agreement, and Owner agrees to pay said agent customary and usual brokerage fees in connection with said charter, any extensions, renewals or subsequent charters. While Broker can provide Charterer with information concerning the area of the cruise, the qualifications and professional representation of the vessel, captain and crew, the broker does not act as the guarantor of the performance of either. In the event of this agreement being executed on behalf of either party by an agent, the agent shall neither be entitled to sue nor be liable to be sued upon the contract.

Drug Possession or Unlawful Actions: The Charterer agrees to prohibit the use or possession of any illegal drugs on board the vessel by any members of his party and will be totally responsible for any loss or damage to the vessel due to any violation of Customs or applicable Drug Acts. If such substances are used by or found in the possession of guests, the captain will put the guests ashore at the next port of call without refund of any charter fees. The Charterer agrees that the vessel shall be used exclusively for pleasure purposes and will in no way violate the laws of the USA or any other government within the jurisdiction of which the vessel may be at any time throughout the charter.

Captain's Duties: The Owner certifies that the Captain is competent coastwise and in deep-sea navigation. It is understood by both parties to this contract that while the Charterer may decide on the general course of the voyage and ports of call, the Captain shall handle clearance and normal running of the vessel and be responsible for the safe navigation of the same and that Charterer shall abide by his judgement as to sailing, weather, anchorages and pertinent matters.

Charterer's Responsibility: The Charterer agrees to be responsible for and to replace or make good any injury to the yacht, her furnishings or equipment caused by himself or by any of his party through carelessness or neglect and to satisfy any indebtedness that may have been incurred for account of or by order of the Charter party.

Additions: The charter fee includes food and standard bar, cruising taxes and all expenses related to running of the vessel including the use of sports equipment on board except as noted below. Not included in the charter rate are costs of dockage requested by the charterer during the term of this charter, rental of sports equipment not inventoried by the yacht, premium beverages, off-yacht excursions or meals and drinks, telephone or similar expenses incurred by the charterer and optional crew gratuities. For non-BVI Charterers, a cash bar may apply.

Arbitration: Both parties to this contract agree to submit to binding arbitration under the guidelines of the American Arbitration Association to be held in Ft. Lauderdale, FL to resolve any dispute that should arise as to contract provisions.

Trip Cancellation Insurance: The charterer acknowledges that trip cancellation insurance has been offered and that he/she has the choice of either accepting or declining such coverage.

Certification of Authorization: The Catamaran Co. employee signing this contract certifies that he or she is authorized by the Owner to sign on behalf of Owner. The Charterer signing this contract certifies that he/she has been authorized by all members of the charter party to sign on their behalf and this contract shall be binding on all members of the charter party as if they had each individually signed same.

To the true and faithful performance of the foregoing Agreement, the said parties hereto bind themselves, their heirs, executors, administrators and assigns, each to the other and hereto have set their hands.

Owner/Master: _____ Date: _____ Witness: _____

Charterer: _____ Date: _____ Witness: _____

Charter Broker/Agent: _____ Date: _____ Witness: _____