



**Caribbean Sailing Adventures
Tel 512 497 6037**

4107 Noon Day Cove, Spicewood, TX 78669

Agreement for Services, Contract # XOXO

CaribeSail LLC. (CARIBESAIL), will perform the following services detailed below to

Name: _____ Address: _____ (hereinafter the Customer.) CARIBESAIL, the Customer and all guests (listed on manifest # 15-0005) hereby agree to the following terms, conditions and indemnification as follows:

Services to be performed at Total Cost of \$XXXX or \$XXXX per person (based on X guest and double occupancy cabin)*

*The total number of paying guests will not exceed 6 at the time of departure unless authorized in writing by CARIBESAIL and additional fees have been paid in full.

Dates of service: XXXXX – XXXXX (7 nights, 8 days)

Yacht to be chartered: XXXX – 40ft multi-hull with 4 staterooms, 2 heads and two forward berths

Location of Charter: BVI Tortola

Deposit Date:

Deposit Due:

Yacht Charter Terms and Conditions: CARIBESAIL will charter, rent the above yacht or boat, or a boat similar in type, size and accommodations, with Captain for a sailing vacation whereby CARIBESAIL will serve as travel coordinator and charter broker for the voyage. CARIBESAIL will pay all costs relating to chartering said vessel and Captain unless additional costs arise due to customer actions or requests and excluding those costs mentioned herein.

Customers are responsible for any and all travel costs to and from the charter site. CARIBESAIL is responsible for any and all travel costs necessary for a CARIBESAIL representative to arrive at charter locations and perform the services herein.

All guests and CARIBESAIL must follow the sailing rules and limitations as set forth by the boat owners, or charter company involved and each party will be liable individually for any violations of such rules.

The Customer accepts responsibility for the proper conduct of themselves and their guests, and a breach of such conduct may result in termination of the charter; and the Customer will assume all financial costs resulting in such a case. The charter company, CARIBESAIL and its employees, and the insurance underwriters shall not be held liable for accidents, injuries or death due to swimming, windsurfing, kayaking or the use of snorkels, masks or allied equipment such as scuba equipment and sailboards.

Payments: Via credit card, Venmo or checks made payable to Mark L. Johnson c/o CaribeSail, LLC.

Insurance: Coverage's are those of CARIBESAIL or the charter company and include the vessel, bodily injury and property damage, through a Yacht Damage Waiver that is included in the Total Cost. If chartered and insured by another source; CARIBESAIL has no insurance on the yacht or guests.

Cancellation insurance is independently available or through the CARIBESAIL and must be paid within 10 days of making a deposit (the deposit date) and is not included in the Total Cost.

Provisioning: Partial provisioning is included in the Total Cost. CARIBESAIL or its agent will shop for and deliver food and non-alcoholic beverages prior to departure based on the preferences of the Customer(s). The Total Cost includes partial provisioning for the Captain.

Total Cost includes \$0 fee per Customer towards a pool to fund onboard alcoholic drinks based on the preferences of the Customer(s). Once the pool is depleted, each Customer will be responsible for their own alcoholic beverages while onboard.

The Customer agrees to cover all onshore meals during the charter. Meals onshore for the Captain are at Customer discretion.

Payment schedule: A minimum of 50% of Total Cost is due upon booking. The outstanding balance shall be paid in full or within 45 days prior to departure. Payment to be made via credit card, venom or check payable to Mark L. Johnson c/o CaribeSail LLC. (in U.S. dollars). A receipt is issued for each payment made. An optional payment plan is available if needed.

Cancellation Terms: 90 days or more prior to departure there is a **\$300** Cancellation Fee per person. **Less than 90 days prior to departure, there is no refund.** If the charter company retains any payments due to a cancellation, the Customer will be responsible to CARIBESAIL for the total amount. Under NO circumstances will CARIBESAIL be responsible for any lost deposits due to cancellation of this Agreement by the Customer.

Captains: It is acknowledged that the Captain holds a United States Coast Guard Captain's License and has extensive experience sailing the region. This license may or may not be required depending on location of charter. The Customer shall depend upon the Captain for the safe navigation of the yacht and shall abide by the judgments of the Captain as to sailing, weather, anchorages and pertinent matters. Neither CARIBESAIL nor the Captain will be liable in any manner, financial or otherwise, and will be held harmless, to any person for any loss, damage,

injury, or death that results from the Customer's use of the yacht, from the decisions of CARIBESAIL or the Captain, or from any actions caused by the Customer's consumption of alcoholic beverages or the use of any drugs or medications.

Crew: There is a Cook included for this charter **TBD** Yes/No. If Yes, Customer agrees to compensate CARIBESAIL a fee equal to \$_0 per day which is included in the Total Cost above. Additional days beyond this Agreement will be at the same rate per day.

Gratuity: A gratuity of 15% of the Charter Cost paid directly by the Customer to the Captain and the Crew (if applicable) is considered traditional though is not required. CARIBESAIL has **NOT** included a 15% gratuity in the Total Cost.

Running Expenses: The Total Cost includes a \$0 fee per customer towards a "Running Expense" pool. This pool will be managed by the CaribeSail representative or designee to cover expenses that are not part of the charter package such as, but not limited to, additional on board food and drink, mooring and dockage fees, cruising taxes and park permits, Customs and Immigration fees, and ice that are not included in the Total Cost, unless included in Notes. Customer agrees to pay a pro-rated share of any amounts that exceed the "Running Expense" pool. If actual amounts are less than "Running Expense" pool, amounts will be refunded proportionally to the Customer(s).

Non Assignment: The Customer shall not assign this agreement or sub-charter the yacht without the prior written consent of CARIBESAIL.

Notes: Total Cost includes partial provisioning (breakfast/lunch and non-alcoholic beverages). It also includes all mooring and dockage fees, cruising taxes, park permits, fuel and water.

Miscellaneous: This Agreement shall be construed and interpreted in accordance with the laws of the state of Texas, with exception of any admiralty or maritime claims which shall be construed under the maritime, admiralty laws of the United States including the International Convention on Limitation of Liability for Maritime Claims 1976 as in effect. The venue for any proceedings hereunder shall lie in Travis County, Texas.

Cancellation Insurance: Customer acknowledges that cancellation/trip insurance has been recommended by CARIBESAIL and must be purchased with 10 days of the Deposit Date in this contract or when the deposit is made.

Agreed to on this _____ day of _____, 2015 by

Customer Signature

Print Name

Passport No.

CaribeSail LLC.

Mark L. Johnson, President