

# FAIRCharter-Contract \*

# 19



FairCharter \*

This Agreement was developed by YACHT-POOL based on decades of experience. Balanced and fair for chartererees and charterers.

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Business-activity: Risk-Insurances for yacht-owners and charter-skippers.

## I. Contracting parties:

Agent: \_\_\_\_\_  
Street: \_\_\_\_\_  
Postcode: \_\_\_\_\_  
Place: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
e-mail: \_\_\_\_\_

Charter company: \_\_\_\_\_  
Street: \_\_\_\_\_  
Postcode: \_\_\_\_\_  
Place: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
e-mail: \_\_\_\_\_

Charteree's first name: \_\_\_\_\_ Surname : \_\_\_\_\_  
Street: \_\_\_\_\_ Postcode: \_\_\_\_\_ Place: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Mobile phone: \_\_\_\_\_  
Email: \_\_\_\_\_

## II. Subject matter

The Charteree leases the following: Sailing yacht  Motor yacht:  Houseboat  Katamaran   
Type: \_\_\_\_\_ Maximum crew (persons): \_\_\_\_\_  
Accessories/special equipment/additional equipment/extras (see Annex)  
(Transit log/ Permit is obligatory – required by law – and payable onsite): yes  no

## III. Charter period

Yacht handover, date \_\_\_\_\_ time \_\_\_\_\_ base: \_\_\_\_\_  
Yacht return, date \_\_\_\_\_ time \_\_\_\_\_ base: \_\_\_\_\_  
Including overnighting option on board until \_\_\_\_\_ time: \_\_\_\_\_

IV. Charter territory: \_\_\_\_\_

## V. Charter price

Charter price (including taxes, liability/hull): EURO \_\_\_\_\_  
Final cleaning, payable onsite: EURO \_\_\_\_\_  
Special equipment / extras, payable onsite: EURO \_\_\_\_\_  
Total charter price: EURO

The charter price includes use of the yacht (plus accessories) by the Charteree, natural wear and tear (e.g. damage due to material fatigue), support and duties, fees and taxes at the permanent mooring (exception: transit log, permit) and liability insurance and hull insurance for the yacht.

## VI. Cancellation

Should the Charteree rescind the Charter Agreement, the following cancellation costs shall be incurred based on the charter price. For efforts, which are inapplicable because of the omission of the charter, no cancellation fee will be charged as for example for: cleaning, deposit fee, bed-linen, special equipment etc.

For cancellations up to 90 days prior to charter commencement: \_\_\_\_\_ % of the charter price  
For cancellations 90 to 61 days prior to charter commencement: \_\_\_\_\_ % of the charter price  
For cancellations within the last 60 days prior to charter commencement: \_\_\_\_\_ % of the charter price

Taking out of a travel/charter cancellation cost insurance policy is already expressly recommended at the time of execution of the Agreement.

### VII. Payment method

The charter price shall be paid in the following instalments (2 instalments):

\_\_\_\_\_ % of the charter fee shall be due and payable within 10 days following conclusion of the Agreement: EURO

\_\_\_\_\_ % of the charter fee shall be payable no later than 6 weeks prior to commencement of the charter: EURO

Payment shall be made in cash, by cheque or by electronic transfer to

Account no.: \_\_\_\_\_ Bank: \_\_\_\_\_

Bank routing code: \_\_\_\_\_ Account holder: \_\_\_\_\_

Should the agreed payments not be made in good time, the Charterer may, following a fruitless warning, rescind the Charter Agreement and charter the yacht otherwise. The Charteree shall provide compensation for any economic loss.

**The Agreement shall enter into effect if a signed copy of the Agreement is submitted to the Charterer or the agent within 10 days of the date of issue.**

### VIII. Crew

Number of crew members (including skipper): \_\_\_\_\_ expected number  maximum

**By no later than 4 weeks prior to commencement of the charter, the Charteree shall notify the Charterer of all travelling persons (crew) based on the foregoing list.**

### IX. Sailing permits/ other certificates of qualification

The Charteree warrants that he has the official recreational vessel licence or that he will be accompanied by a crew member as skipper who has the relevant certificate of qualification, and, moreover, that he or his skipper has all necessary navigational and nautical knowledge and experience in order to safely skipper the chartered yacht for the planned journey (route) in open waters under sail and/or motor taking responsibility for crew and materials into account. Moreover, the Charteree agrees to treat the chartered yacht as his own property in accordance with the rules of good seamanship and to use it in compliance with the relevant statutory provisions and regulations of the regions in which the yacht is used.

**Important: The Charteree/skipper shall bear full responsibility therefor as well as for the crew, ship, equipment and inventory as against the Charterer and insurer.**

The skipper set forth below joins this Agreement by way of execution and holds the following official recreational vessel licences, yacht master licences and radio operator certificates:

Skipper: Surname \_\_\_\_\_ First name: \_\_\_\_\_

(Type, No., issue date, issued by): \_\_\_\_\_

### X. Insurance/bond/excess

Liability insurance and hull insurance are in place for the chartered yacht. The bond for property damage to the chartered yacht and equipment pursuant to the "Standard Chartering Terms and Conditions FAIRCharter 19" for damage to the boat and equipment is

EURO

The cover under the liability insurance (not including the excess) pursuant to the "Standard Chartering Terms and Conditions FAIRCharter 19" for personal and property damage is EUR 1 million.

**IMPORTANT:** The chartering is effected in acknowledgment of the attached "Standard Chartering Terms and Conditions FAIRCharter 19", which form an integral component of this Agreement and are accepted by the charter customer by virtue of his signature.

Individual agreements: no  yes  (please see attachment) \_\_\_\_\_

Place \_\_\_\_\_ Date \_\_\_\_\_ Charteree's signature: \_\_\_\_\_

Place \_\_\_\_\_ Date \_\_\_\_\_ Skipper's signature: \_\_\_\_\_  
(if not the same as the Charteree)

Place \_\_\_\_\_ Date \_\_\_\_\_ Agent's signature (per) \_\_\_\_\_  
(or of the owner or Charterer)