

## Charterer-Captain Agreement

Charterer Name	
Phone #	Email

Captain Name	
Phone #	Email

Charter Date	Charter Timeframe	# of Hrs.
Vessel Name	Location	
Vessel Owner	Owner Phone #	

### Compensation

Captain compensation shall be paid as agreed upon: \$\_\_\_\_\_ per hour    \$\_\_\_\_\_ **TOTAL DUE**  
(Select One)

- ☐ Total captain fees are due at the time of hire
- ☐ Deposit due at the time of hire
  - Deposit Amount \$\_\_\_\_\_
  - Remaining balance due \_\_\_\_\_ (date)

### Refund Policy (set forth by captain)

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WORK TO BE PERFORMED

Charterer agrees to hire Captain, to operate the vessel listed in this agreement and Captain agrees to perform work for the customer on the date and timeframe agreed upon unless extended by the Charterer. Should the Charterer wish to extend the timeframe of the Captain services, the Charterer must first obtain approval from the vessel's Owner and must ensure the Captain does not already have other contractual obligations that must be met. If an extension is agreed upon by all parties, additional fees will apply.

COMPENSATION

In consideration of services to be rendered by Captain to the Charterer, the Charter shall pay the Captain the sum indicated in this agreement. Captain is an independent contractor and shall be responsible for his/her own income taxes, worker's compensation and other employer taxes.

INDEPENDENT CONTRACTOR STATUS

Captain acknowledges that s/he is an independent contractor and is not an agent, partner, joint venture nor employee of Charterer or the vessel's OWNER. Captain shall have no authority to bind or otherwise obligate Charterer in any manner.

REPRESENTATIONS OF WARRANTIES IF CAPTAIN

Captain represents that he/she is free to enter into this Agreement, and that this engagement does not violate the terms of any agreement between Captain and any third party. During the term of the agreement, Captain shall devote as much productive time, energy and abilities as is needed and necessary to perform the required duties in a timely productive manner.

The Captain shall comply with all reasonable orders given to him by the Charterer regarding the management, operation and movement of the Yacht, providing that wind, weather and other circumstances permitting. The Captain shall not, however, be bound to comply with any order which, in the reasonable opinion of the Captain, might result in the Yacht moving to any port or place that is not safe and proper for her to be in, or might result in the Charterer failing to re-deliver the Yacht upon the expiration of the Charter Period.

The Captain together with the Charterer, to the extent possible, shall direct the course of the voyage. The Captain remains in full command, with responsibility for the safety of the Yacht and all persons aboard and shall have the absolute authority to terminate or cancel this Charter any time s/he deems necessary, in an event of Force Majeure or otherwise. Such authority shall extend to all aspects of the Charter, including, but not limited to, anchoring, sailing, use of water toys and equipment, health- related issues, and all other matters that the Captain believes may affect the safety and well-being of all aboard and which are unavoidable. The Captain shall advise the vessel's Owner and the Charterer of any such concerns as early as practicable, but the Captain's decision-making authority on all such matters shall remain absolute.

THIS AGREEMENT executed on this day between the Charterer and Captain. Charterer hires Captain, and Captain agrees to work for Charterer under the terms and conditions hereby agreed upon by the parties.

Charterer	Date	Captain	Date
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