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CHARTER AGREEMENT

Sailboat: Splendido, 2006 Beneteau 57

Charterer: _____
Address: _____
City: _____ State _____ Zip Code _____
Home phone: _____ Bus. _____
Mobile: _____
Email: _____

1. Witnesseth: In consideration of the covenats hereinafter contained, the said owner agrees to let, and the said charterer agrees to hire the said boat from _____ to _____ for a seven (7) day charter for the total sum of seven thousand dollars (\$7,000), of which amount three thousand five hundred dollars (\$3,500) shall be paid within five (5) days of receipt of this agreement as deposit, and the balance thereof shall be paid twenty-one (21) days before boarding. A separate security deposit of \$1,000 is also due twenty-one (21) days before boarding.

2. Delivery, Return: The owner agrees to deliver the boat at the port of boarding in full commission and in proper working order, with full equipment inclusive of that required by law, and furnished, including dinnerware, cooking facilities, sheets, towels, all in good condition and ready for service; and agrees to allow demurrage pro rata to the charterer for any delay in delivery. Port and time of Boarding: On anchor in Stonington, CT at 5:00 PM on the date of delivery. Port and time of Redelivery: Stonington, CT at 1:00 PM on the date of redelivery. Please plan to be in port by 11:30 AM on the date of redelivery to fuel and add water. Should it be impossible for the owner to make delivery as stipulated and should such delivery be not made within 24 hours thereafter, then this agreement may be cancelled by the charterer and any charter money paid in advance shall be returned to him/her by the owner as full compensation.

3. Insurance: The owner agrees to keep the boat fully insured against fires, marine and collision risks for the term of the charter, the policy to be held by him as full protection for loss or damage that may occur to the yacht during the charter period, and the charterer shall thereby be relieved of any and all liability for such loss or damage and in the case of any accident or disaster, the charterer shall give the owner, or his agent prompt notice of the same. The charterer further agrees to indemnify and save the owner and / or agent any loss or action brought against the owner as a result of grounding of the vessel while the charterer is in control of the vessel.

4. Accidents: The owner agrees that should the boat after delivery sustain breakdown of machinery, preventing the use of the vessel by the charterer for a period of not less than 24 hours consecutively, at any time, the same not being brought about by any act or default of the charterer, the owner shall make a pro-rata return of hire to the charterer for such period in excess of the said 24 hours that the yacht shall be disabled or unfit for use. If repairs cannot be made within 48 hours after the report of disablement, the charterer will be rebated pro-rata for the time the boat is unusable, and the charterer has the right to terminate the charter if so desired.

5. Running Expenses: The charterer agrees to accept the boat as hereinbefore provided and to pay all running expenses during the term of the charter. These expenses include, but are not limited to, food, drink, fuel, dockage, mooring cost, and cost of food for the captain and, if applicable, crew.

6. Replacements: The charterer agrees to be responsible for, and to replace or make good any injury to the boat, her equipment or furnishings, caused personally by himself or any of his party, but not if caused by any of the owners crew. The charterer further agrees to leave all furnishings listed in the ship's inventory log, fair wear and tear accepted, upon expiration of the charter term or reimburse the owner for the cost thereof.

7. Re-delivery: The charterer agrees to surrender the boat at the expiration of this charter at the port provided above, free and clear of indebtedness that may have been incurred for his account during the term of charter and in as good condition as when the delivery was taken, fair wear and tear from ordinary use and any loss of damage that he shall not be liable to make good excepted. The charterer, his agents, and employees have no right or power to permit or suffer the creation of any maritime liens against the boat, except for crew wages and salvage. The charterer agrees to indemnify the owner for any charges or losses in connection therewith, including reasonable attorney fees. Should the charterer not make re-delivery of the yacht as stipulated the owner may demand, and receive demurrage at 1-1/2 the stipulated charter rate for the time that such re-delivery is delayed.

8. Restricted Use, Drug use, etc.: The charterer agrees that the boat shall be employed exclusively as a pleasure vessel for the sole and proper use of himself, his family, guests during the term of this charter, and shall not transport merchandise or carry passengers for pay or engage in trade or in any way violate the laws of the United States, or any other Government within the jurisdiction of which the yacht may be at any time, and shall comply with the law in all other respects. The possession or use of illicit or illegal drugs aboard the vessel is strictly prohibited. Any possession or use of illicit or illegal drugs aboard the vessel shall result in the immediate termination of the charter, removal of all passengers from the vessel, and the owner shall retain all charter fees and security deposit paid. Night sailing is strictly prohibited.

9. Non-Assignment: The charterer agrees not to assign this agreement or sub-charter the boat without the consent of the owner in writing.

10. Defaults: It is mutually agreed that should any installment of the charter money not be paid on the date designated, the owner shall have the right to resume possession of the boat and terminate this charter, without prejudice to his rights in respect of any arrears of charter money, including necessary legal fees to collect any such arrears or damages.

11. Security Deposit: The charterer agrees to post a security deposit of \$1,000 with the owner per terms of this agreement. Said deposit shall be forfeited in the event of default by the charterer of any part of this agreement. Without prejudice, however, to any other rights of the owner stipulated herein, said security deposit shall be refunded within ten (10) days of the date of redelivery, provided no such default shall have occurred.

12. Indemnification of Owner: The charterer will at all times indemnify and keep indemnified that the owner and his agent and save themselves harmless from and against any and all actions or causes of action claims, demands, liabilities, loss damage or expense of whatsoever kind including counsel or attorneys fees which they shall or may sustain or incur by reason or in consequence of any act or omission of the charterer, his agents or others during the term of hire of said boat.

13. Arbitration Clause: Any controversy or claim arising out of or relating to this Agreement or the breach thereof shall be settled by arbitration in accordance with the Rules of the American Arbitration Association, said arbitration to be held in the City and State of the owner's residence, unless another place is mutually agreed upon. Judgment upon any award reached by the Arbitrator(s) may be entered in any Court of said State having jurisdiction thereof. To the true and faithful performances of the foregoing Agreement, the said parties hereto bind themselves, their heirs, executors, administrators and assigns, each to the other.

14. Other Conditions: Owner to provide an 11' dinghy with a Yamaha outboard engine. Vessel to be returned with all fuel and water tanks full, holding tank empty, in clean condition. No smoking is allowed on board the vessel. Additional charges: holding tank pumpout \$75.00, diesel fuel tanks not topped off \$75.00, water tanks not topped off \$75.00, and excessive cleaning \$100.00.

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.

IN WITNESS THEROF, the parties hereunto set their hands the day and year written below.

Owner's Signature: Michael Kantrowitz

Date

Charterer's Signature:

Date

*** Sheets and bath towels are provided. Please remember to bring your own beach towels