

OBSESSION Yacht Charters

Luxury Motor Yacht Crewed Charters in the Virgin Islands

CHARTERER'S NAME

ADDRESS

DAYTIME PHONE

FAX

E-MAIL

NUMBER IN CHARTER PARTY

OF OVERNIGHTS ABOARD

CHARTER DATES (noon)

TO (noon)

CHARTER FEE: \$

25% DEPOSIT:

\$

for confirmation

2nd 25% DEPOSIT:

\$

due 180 days prior to charter

BALANCE DUE ON ARRIVAL:\$

in cash or traveler's checks

PORT OF BOARDING

PORT OF RELEASE

For more than six passengers, both must be Tortola and cruising area is limited to British Virgin Islands.

TERMS AND CONDITIONS:

This Charter Agreement and deposit must be returned to Yacht OBSESSION, upon receipt of which the charter booking will be confirmed. Please make certified or cashier's check payable to: **Capt. Arno Hess**. The deposit is **NON REFUNDABLE** except under the following circumstances:

1. If the Captain agrees in writing that a refund is to be made.
2. If the Yacht becomes unfit for charter. (In the case of a mechanical breakdown, a 24 hour period is extended to the yacht to perform a charter.) Refund will be made on a pro-rata basis.
3. If the Charterer cancels his booking, and the yacht is re-booked for the same period of the original booking (complete refund of deposit), or if re-booked only for a portion thereof, the refund will be made on a pro-rata basis.

FINAL PAYMENT IS DUE PRIOR TO DEPARTURE AND SHOULD BE PAID TO THE CAPTAIN UPON BOARDING. THIS MUST BE IN THE FORM OF TRAVELER'S CHECKS OR CASH.

The Captain shall handle clearance and normal running of the yacht and be responsible for the safe navigation of the vessel, and the Charterer shall abide by his judgment as to sailing, weather, anchorage, and pertinent matters.

Should the yacht, during the period of this charter party, be lost, stranded, or disabled by act of God, fire, perils of the sea, or other unavoidable accident rendering her unfit for the use or purpose of the charter and not brought about by act of 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 there from.

Charterer agrees to be responsible for and to replace or make good any injury to the yacht, her furnishings and equipment caused by Charterer, or by any of their party, less ordinary wear and tear. The Yacht shall be surrendered free of any indebtedness that may have been incurred for account of the Charterer.

USE OR POSSESSION OF ILLEGAL DRUGS OR PARAPHERNALIA , INCLUDING MARIJUANA, ON BOARD THE VESSEL SHALL RESULT IN IMMEDIATE TERMINATION OF THE CHARTER WITH FORFEITURE OF ALL MONIES PAID.

***NOTE: The Charter Fee does not include gratuities to crew (usually 15-20% of charter fee), scuba diving fees, non-standard wine and liquor requests, any activities, meals or beverages ashore and BVI cruising taxes at the time of charter. Currently the British Virgin Islands cruising taxes are \$65.00 per cruise + \$5.00/per person/per day.**

UNDERSTOOD AND AGREED BY BOTH PARTIES

DATE WITNESS DATE CHARTERER

DATE WITNESS DATE OWNER/CAPTAIN

**Yacht OBSESSION, 3801 Crown Bay, Suite 203, Flagship, St. Thomas, VI 00802-6463
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