

Booking a Charter

Once you've decided that you'd like to have a unique day adventure, a weekend escape or the vacation of a lifetime, this is how to proceed:

1. Contact us to schedule your Charter Vacation. Please tell us the Dates you would like to reserve, how many People will be in your group and where you'd like to Go! We will then have a lot to talk over so that we may design the very best trip.
2. You can call us at 772-349-0331 or contact us by email through this website's Contact US page.
3. Next print out, review, fill in and sign the Charter Agreement below with a deposit check of 50% of charter fee if prior to 60 days before charter date, 100% if within 60 days.

Sail Surprise Yacht Charter Agreement

This is an agreement between _____ (as Owner)

and _____ (as Charterer)

This agreement is for the charter of catamaran Surprise for the period of time beginning (date/time) _____ and ending (date/time) _____.

Number of Charter Guests: _____ Number of Days/Nights: _____

Port of Boarding: _____ Port of Return: _____

Terms and Conditions: The charter fee includes the services of the Captain and Mate, meals, non alcoholic beverages, fuel, necessary permits and all expenses related to running of the vessel and use of on-board equipment. Charter fee does not include off yacht excursions, meals/drinks or lodging, dockage, taxes, telephone, airport transfers, crew gratuities, snorkeling/scuba equipment, or similar expenses incurred by the Charterer. Smoking is permitted above deck only.

Payment: Charter Fee to be paid from Charterer to Owner is the amount of \$ _____.

Please make checks payable to Sail Surprise, Inc.

The Owner will sign the submitted Charter Agreement and return it to Charterer as receipt.

50% deposit of charter fee is due with Charter Agreement if prior to 60 days before charter date.

Balance of payment is due 60 days before charter date. If balance of payment is not received 50 days prior to charter date, the charter will be cancelled and deposit forfeited.

Cancellation: If notification of charter cancellation by Charterer is received prior to 60 days before charter date, a full refund will be given if cancelled charter days can be rebooked with another charter. If cancellation is made within 60 days of charter date, 50% of monies paid will be refunded if charter days can be rebooked. If rebooking for another date is made by Charterer at that time, 50% of monies paid will be applied to new charter date. If the charter is cancelled by Owner, the Owner shall reimburse the Charterer for all fees paid as of that date.

Insurance: The Owner shall not be held responsible for loss or damage to personal property or for any injury suffered by the Charterer, or any member of his party, during the term of this charter, regardless of whether any such loss or injury occurs on board the yacht or elsewhere, unless such loss, damage or injury is the direct and proximate result of Owner's sole negligence. More specifically, but without limiting the foregoing, the Owner and his insurance underwriters accept no responsibility or liability for accidents, injury or death related to the yacht's dingy, swimming and/or the use of snorkels, masks or allied equipment (such as scuba equipment), waterskiing, windsurfing, personal watercraft, or other sports equipment whether supplied by the Owner or Charterer. Furthermore, the Charterer shall reimburse the Owner for any property or equipment lost or damaged due to the actions of the Charterer and his party during the charter.

Delay, Breakdown, Accident: In the event of a delay, breakdown or accident, the Owner will attempt to remedy the problem within 24 hours. In the event the remedy is not timely completed, then the charter may be terminated at that point by either Owner or Charterer, with the charter fee to be refunded based upon the proportion of the charter uncompleted. The parties agree that the charterer will be responsible for transportation of any persons aboard from the point of termination of the charter. Weather and sea conditions, except a hurricane watch or warning, are not valid reasons for the termination of a charter. The charterer, none the less, recognizes that the charter voyage may not be able to proceed where and when intended due to weather conditions. Thus, if a named storm threatens or is forecast to threaten the expected location of the charter yacht, as determined by the Captain at his sole discretion, the Captain shall have the option of terminating or canceling the charter any time he deems necessary. No refund is provided for cancellation due to weather. Trip Cancellation insurance is recommended.

Indemnify, Defend, Hold Harmless: The Charterer agrees to indemnify, defend and hold harmless the Owner from any and all claims and liabilities for loss or damage to himself, crew, guests, and to any third parties whatsoever, which may be occasioned by the fault, including ordinary negligence, of the Owner or the Charterer and his guests or third parties.

Safety of Yacht: The Owner may terminate the charter, without refund, or remove one or more persons from the yacht, for actions of the Charterer which jeopardize the safety of the yacht or persons aboard, at the sole discretion of the Owner.

Venue: The venue of any action arising from this Agreement shall lie exclusively in the Courts of the City and State of Owner's residence, unless another place is mutually agreed upon, and both parties shall submit to the jurisdiction of such court.

To the true and faithful performance of the foregoing Agreement, the said parties bind themselves, their heirs, executors, administrators and assigns, each to the other.

CHARTERER _____ OWNER _____

ADDRESS _____ ADDRESS _____

PHONE _____ PHONE _____

DATE _____ DATE _____