

Salty Harbors



Boat and Yacht Delivery
And Captain Services

DATE: _____

Vessel Owner [Print Name]: _____

Vessel Year: _____, Manufacturer: _____

Vessel Number#: _____

Vessel Name: _____

USCG Document # _____ (if applicable)

Captain [Print Name]: _____

I, [VESSEL OWNER] _____ the owner of stated Vessel, [VESSEL NAME OR NUMBER] _____, hereby authorizes the Captain, [NAME OF CAPTAIN] _____, who agrees to accept contractual employment, to deliver stated VESSEL, departing from [VESSEL ORIGIN] _____ to travel to [VESSEL DESTINATION] _____, for a contract rate not to exceed \$ _____ per day (*including travel days), **[or, optionally, a predetermined lump sum payment of \$ _____ as agreed upon by Owner and Captain for the entirety of the contract (not to include unforeseen delays caused by emergency, mechanical, travel, government, human, and/or natural and/or weather related causes)]**, and additionally accept to pay any and all necessary travel expenses to and from stated Vessel, all Per Diem expenses (food, fuel, emergency expenditures, mooring and/or docking fees, and any and all debts incurred from necessary work pertaining to stated Vessel) and also to include transportation arrangements and/or all costs for Captain and Crew, as defined in Article (1) One, and outlined in Article (2) Two of this contract, for the entire duration of the contract as stated and agreed upon.

ESTIMATED BEGINNING DATE OF CONTRACT: _____

ESTIMATED ENDING DATE OF CONTRACT: _____

Articles of Contract:

Article (1) One: Definitions:

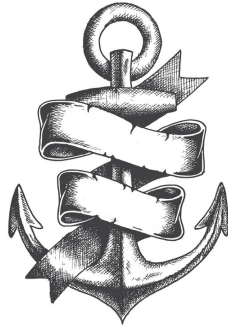
- “**Delivery**” – assuming command of the Vessel for the sole purpose of moving Vessel on its own hull from one designated port to another as per the Owner and agreed upon by Captain.
- “**Vessel**” – a watercraft with the capacity to transport cargo and/or no less than one Occupant from one destination to another over waters, with the ability to navigate under its own power.
- “**Vessel Expenses**” – fuel, lubricants, dockage fees, customs and port fees, repairs and/or maintenance necessary to the completion of the delivery, and purchases made by and/or approved by the Captain of any equipment required to comply with prevailing U.S. Coast Guard and/or National and/or State and/or Local regulations and safe operation of the Vessel.
- “**Repairs**” – to alter or replace something that is damaged, broken, or not functioning at a level necessary for consistent and safe operation; to put back into proper working condition.
- “**Crew**” and/or “**Mate**” – any person(s) aboard the Vessel, or within reasonable operating proximity, who is not the Captain, but who is also under contract and receiving compensation for a duration of time for the sole purpose of engaging in operational and/or navigational and/or assistant responsibilities.
- “**Occupant(s)**” – one or more living being(s) who occupies a space aboard the Vessel, and is not part of the Crew and/or not the Captain.
- “**Captain**” – the chief operator and leader of the Crew/Mates and all Occupant(s), whom is in sole charge of all operations aboard the Vessel, and who has sole responsibility of all decision making and navigation aboard the Vessel.
- “**Docking**” and/or “**Mooring**” – the condition or state of the Vessel fixed to a location and not underway, particularly to a dock, pier, mooring line, anchor, and/or berth for a period of time.
- “**Per Diem**” – [expected] compensation for any and all necessary living expenses, necessities, work expenditures, et al... accrued over the course of a day (food, toiletries, equipment, etc...).
- “**Reasonable Operating Proximity**” – all area both within and surrounding the Vessel affected by the operation of and/or inherent state of existence of the Vessel.

Article (2) Two: *The owner shall be responsible for any and all costs of repairs and/or maintenance required to stated Vessel, and all Per Diem expenses for the duration of the contract or as until arrangements for the Captain and/or Crew to make their way home safely and timely are arranged and enacted. The owner shall be contacted and consulted on any item of repair expected above Per Diem costs. An itemized statement of Vessel expenses, and other delivery costs shall be presented within 72 hours of the completion of the delivery, or as soon as circumstances permit. **The entire balance of all remaining fees and expenses owed are due upon presentation of the statement, and the contract shall not be considered legally in completion until the remaining balance is paid in full.** Mate and Crew required in addition to the Captain shall be retained by the Captain. The Captain shall have the responsibility of recruiting adequate Mate and Crew [when necessary]. The Vessel owner shall be responsible for, all wages of the Captain, Mate, Crew, and all occupants under contract, plus all transportation to and from the Vessel, Per Diem, and all expenses as per terms agreed upon in contract. **Any and all days spent in mooring, docking, and/or not underway due to mechanical failure and/or repairs is paid at a rate not to exceed the daily amount as agreed upon in contract for the duration of the contract.** *Travel wages per day shall not exceed half the daily contracted rate, with exceptions being allowed for hazardous and/or unforeseen complicating circumstances, and /or prolonged travel wherein travel to and/or from the Vessel exceeds 20% of contract length for contracts over 9 days, or over 2 days of travel for contracts under 9 days. Any and all travel to or within the borders and/or operating boundaries of a hostile and/or unfriendly and/or environmentally hazardous*

*Nation, State, and/or Community shall solely be at the Captain's final discretion, and shall incur an increase in the contractual rate of no more than 200-percent of the daily contract rate (or equivalent percentage of lump sum payment) at all times while the Captain and/or Crew are within the borders or operating boundaries of stated Nation and/or State and/or Community, as outlined by the Captain. **All travel expenses, along with an allotted Per Diem for the entirety of the contract's stated length (as estimated by the Captain) shall be paid upfront upon signing of the contract, and all remaining expenses accrued beyond the allotted Per Diem shall be paid in full upon completion.** **The owner shall add the Captain, Crew, Mates, and all Vessel Occupant(s) to any and all necessary insurance policies in accordance with Local, State, and/or Federal Law [where applicable] for the duration of the contract or as necessary for the delivery of the Vessel, and any and all claims levied against the Captain and/or Crew and/or Mates, and/or any and all Occupant(s) of the Vessel within reasonable operating proximity shall instead be directed to, and the sole responsibility of, the Owner's insurance provider, according to Local, State, and/or Federal Law and/or statutes.*

Article (3) Three: *Inspection of the Vessel, Equipment Failure, Safety of the Vessel and of the Crew are the primary concerns, although not necessarily the sole responsibility, of the Captain. Upon arrival at the Vessel, the Captain shall make an inspection of the Vessel, its gear, equipment, and compliance with U.S. Coast Guard and other applicable regulations. **If any condition is discovered which, in the opinion of the Captain, renders the Vessel unsafe for the intended route of the delivery and/or services rendered, the Owner shall be notified and the departure shall be delayed until all such matters are resolved, and accommodations shall be made for the Captain and/or Crew and/or Occupant(s) of stated Vessel by the Vessel owner to the satisfaction of the Captain at the Vessel owner's expense.** If, during the course of the delivery, failure or damage to the Vessel, or failure or damage to equipment or systems of the Vessel which would hinder the Vessel's ability to continue or make a safe voyage occur, as deemed necessary to Vessel operation by the Captain, the Owner shall correct or authorize correction of such circumstances at Owner's expense, otherwise the Captain shall deem the Vessel unfit for operation. **The voyage may be terminated and/or altered in any way by the Captain at any time if, in the Captain's best and sincere judgment, the Vessel is in any way unsafe for the intended route. The Captain shall secure transportation and a berth for the Vessel at the Owner's expense if, for any reason deemed by the Captain and/or Authorities, that the Vessel is unsafe and/or unfit for operation and/or necessary for the furtherance of the contracted service stemming from, but not limited to, circumstances due to weather and/or natural causes and/or emergency situations as deemed by the Captain and/or Authorities.***

Article (4) Four: Loss or Damage: *The Captain and/or Crew are not responsible for any and all normal and/or operational wear of the Vessel, its gear or equipment, nor for any failure of the Vessel or equipment while under way and/or at mooring, nor is the Captain and/or Crew responsible for losses or damage due to the acts of other captains and/or vessels, piracy, war, government actions, any and all acts of God, including, but not limited to: storms, lightning, tides, currents, driftwood, floatsam, jetsam, lagan, and derelict and/or all other external phenomena. **The Captain and/or Crew is not responsible for any and/or all damages or injury to the Vessel and/or Crew, and/or any and all Occupant(s) aboard or in reasonable operating proximity of Vessel throughout the course of the contract—all Occupant(s) of stated Vessel are solely responsible and liable for their own personal safety and/or well-being while aboard the Vessel, within reasonable operating proximity to the Vessel, or otherwise engaged in any and all activities at any point throughout the course of the contract.** Neither shall the Captain and/or Crew be held legally or financially responsible for termination of the voyage and/or contract at any point due to any and/or all of the clauses designated in stated Articles, or for any and all such activity or behavior of any and/or all Occupant(s) and/or Crew deemed to be “at risk” or “unsafe” or “detrimental” by the Captain and/or Authorities.*



SIGNATURES OF PARTIES:

Vessel Owner: _____, ***Date:*** _____

Printed Name: _____

Vessel Captain: _____, ***Date:*** _____

Printed Name: _____

*(*All signatures above are fully legally binding as per the explicit consent of all parties stated above by the act of signing, whether in-person or otherwise)*

