

Long Beach Yacht Club
DUFFY BAREBOAT CHARTER AGREEMENT

This Bareboat Charter Agreement (“Agreement”) dated _____ is entered into between: The LONG BEACH YACHT CLUB (“Owner” or “LBYC”), whose address is 6201 Appian Way, Long Beach, CA 90803;

and _____ (“Charterer”) whose address is _____ and whose LBYC Member Number is: _____

Owner and Charterer agree as follows:

1. CHARTERED YACHT

The chartered vessel is a 21 Foot Duffy Electric Boat, California Registration Number CF3178PW (hereinafter, the “Duffy”). Owner agrees to let and bareboat charter the Duffy to Charterer (the “Charter”), and Charterer agrees to bareboat charter the Duffy from Owner, as set forth below.

2. TERM

Charterer shall reserve the date, time and duration (the “Term” of the Charter) for the Charter through Owner’s reservation system. Owner agrees to let the Duffy to Charterer for a period (the “Charter Period”) of not less than two hours, and not more than four hours. As follows:

From _____ at _____
(Departure date) (Departure time)

To _____ at _____
(Return date) (Return time)

Total Charter Period: _____ hours

3. CHARTER HIRE

Charterer agrees to pay Owner Charter Hire as follows:

Initial two-hour minimum Charter Period: \$185.00
Each additional hour after minimum period: \$100.00
Total Charter Amount for this Charter: \$ _____
Charter Hire shall be paid by Charterer to Owner through Charterer’s LBYC account.

4. CHARTERER’S AUTHORITY

Charterer must be at least 21 years of age. Full authority regarding operation and management of the Duffy is transferred to Charterer for the Term and Charterer agrees to designate a qualified captain to operate the Duffy during the Term of the Charter. Owner may require said captain to be a member of LBYC, to be at least 21 years of age, and to possess sufficient skill to operate the Duffy, but Owner shall not otherwise participate in the selection of the captain.

5. DELIVERY

Owner shall deliver the Duffy to Charterer at the Long Beach Yacht Club Long Dock, in full commission and working order, seaworthy, clean, and outfitted as required by law. Charterer shall inspect the Duffy before beginning the Charter and must immediately notify Owner in writing of any missing Equipment or visible defects in the condition of the Duffy or its Equipment. Charterer shall be deemed to accept the Duffy equipped and in the condition described above unless Charterer notifies Owner’s representative before leaving the dock at the commencement of the Charter Period.

6. REDELIVERY

Charterer shall redeliver the Duffy to Owner at the Long Beach Yacht Club Long Dock free of any debts or liens incurred for Charterer's account during the Term and in the same and as good condition as when delivery was taken, ordinary wear and tear excepted. CHARTERER IS RESPONSIBLE FOR ANY AND ALL DAMAGES OR LOSSES SUFFERED DURING THE TERM OF THE CHARTER, OTHER THAN ORDINARY MAINTENANCE, REGARDLESS OF FAULT. **CHARTERER SHALL BE BILLED FOR THE AMOUNT OF DAMAGES OR LOSSES SUFFERED DURING THE TERM OF THE CHARTER THROUGH CHARTERER'S LBYC ACCOUNT.**

7. USE OF DUFFY

Charterer shall use the Duffy for recreational purposes only and shall not transport merchandise or carry passengers for hire, or engage in any trade. Charterer shall comply and shall ensure that guests comply with all applicable federal, state and local laws. THE TOTAL NUMBER OF INDIVIDUALS ON BOARD WHILE THE DUFFY IS UNDERWAY SHALL NOT EXCEED TWELVE (12) PEOPLE, including the Charterer and approved skipper. Charterer further agrees to abide by and comply with the Duffy Rules posted on Owner's reservation system, which are incorporated herein by reference, including but not limited to the Liability Release posted thereon.

8. DRUG RESTRICTION

The use, transport or possession of illegal drugs or narcotics, including marijuana, or of any other contraband, or the participation in any unlawful activity is strictly prohibited. Violation by the Charterer or any guest shall be cause for immediate termination of the Charter without refund of Charter Hire paid.

9. ASSUMPTION OF RISK; WAIVER AND RELEASE

Charterer must review and agree to the LBYC Event Waiver and Release of Liability form at the time that Charterer completes the online reservation for the Duffy. In the event that Charterer fails to execute such form, Charterer's execution of this Agreement shall indicate Charterer's acceptance of said form and agreement with all of the terms and conditions set forth therein.

10. INSURANCE

Owner shall insure the Duffy against customary risks for a Duffy of this size and type which insurance shall also cover third party liabilities. A portion of the Charter Hire has been allocated to procurement of protection and indemnity (i.e. liability) insurance for Charterer's benefit and the Charterer shall be entitled to coverage under Owner's insurance. Copies of the insurance policies shall be available for inspection by Charterer prior to Delivery. The Charterer must determine whether such insurance coverage and the applicable limits and deductibles are adequate and appropriate for Charterer's purposes and, if necessary, procure additional coverage prior to commencing the Charter. Charterer may be liable for sums greater than the deductible of Owner's insurance if Charterer or any of his/her guests acts in a manner (intentionally or otherwise) that voids or limits coverage under Owner's insurance. Charterer remains responsible for any and all damage or loss to the Duffy. Use of Owner's hull insurance (i.e. property policy) to cover incidents of damage or loss to the Duffy and thus relieve Charterer of responsibility for same shall be at the sole discretion of the Owner. Owner's insurance does not cover loss or damage to Personal Effects while on board or ashore.

11. BREAKDOWN OR DISABLEMENT

If Owner is unable make Delivery of the Duffy, or in the event of a breakdown or disablement during the Term of the Charter which has not been brought about by any act or default of the Charterer or

Charterer's guests, the Owner shall make a pro-rata refund of the Charter Hire for the period of the disablement, or non-delivery.

12. NO ASSIGNMENT OR SUBCHARTER

The Charterer shall not assign this Agreement, sub-let the Duffy, or part with control of the Duffy without written consent of the Owner, which Consent may be on whatever terms the Owner deems necessary.

13. MARITIME LIENS

Charterer does not have the right, power or authority to create or incur liens on the Duffy or credit of the Owner, nor shall Charterer permit any liens to be imposed upon the Duffy for any reason. Charterer shall defend, indemnify and hold harmless Owner from any such liens. Charterer shall not abandon the Duffy or enter into a salvage agreement without consent of the Owner.

14. ARBITRATION CLAUSE

Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Los Angeles County before one arbitrator. The arbitration shall be administered by JAMS pursuant to JAMS' Streamlined Arbitration Rules and Procedures. The parties are jointly and severally liable for payment of JAMS arbitration fees and arbitrator compensation and expenses. Each Party shall pay its pro-rata share of JAMS fees and expenses as set forth in the JAMS fee schedule in effect at the time of the commencement of the arbitration. In the event that one Party has paid more than its share of such fees, compensation and expenses, the arbitrator may award against any Party any such fees, compensation and expenses that such Party owes with respect to the arbitration. Judgment on the award maybe entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

15. CHARTERER'S ASSURANCES

Charterer certifies that he/she is experienced and competent in the handling and operation of the Duffy and has sufficient, practical knowledge of seamanship, piloting and Rules of the Road for the purpose chartered. Charterer shall not delegate any duties to any person not similarly qualified. Charterer represents and warrants that if executing this Agreement as an individual, he/she is executing it on his/her own behalf, or that if executing this Agreement on behalf of a corporation, partnership, company or association, that he/she has the authority to bind such organization.

16. ENTIRE AGREEMENT

This charter sets forth the entire agreement of the parties. No waiver or modification of this Agreement shall be effective unless made in writing and signed by both parties.

Signature - Long Beach Yacht Club

Date

Signature - Charterer

Date