

# Tig Sailing Terms and Conditions

## Chartering Agreement

The following is an agreement between the charterer and Tig Sailing for the use of the vessel, Boldly Go.

This agreement consists of \_\_\_ pages. The charterer acknowledges reading the entirety of this agreement. The agreement is supplemented by two additional documents which is described as "the initial itinerary" and the "Assumption of Risk and Complete Release of Liability" form. The charterer agrees to the conditions and terms noted herein, accepting full responsibility for the actions of all guests.

By signing this document, the charterer agrees to the conditions and terms herein - personally and on behalf of all the charterer's guests of this charter as described in Section 2 below.

### Section 1 – Terms and Conditions:

1. **RESERVATION AND CONTRACT:** An initial Itinerary was provided to the charterer prior to signing the Terms and Conditions which established the estimated rate for the charter. Once Tig Sailing receives the charterer's approval of the initial Itinerary (by phone, text or email), Tig Sailing will invoice the charterer and dispatch Tig Sailing's Chartering Agreement to sign, along with the "Assumption of Risk and Complete Release of Liability" form for the charterer and every guest to complete (minors must have waivers signed by the parent or legal guardian). A contract exists between the charterer and Tig Sailing as soon as the charterer pays the booking deposit and signs and returns these Terms and Conditions, due within 3 days of receipt. The charterer should check the initial invoice, initial itinerary, and all updates to invoice and itinerary to ensure it accurately reflects the booking and expected charges and immediately inform Tig Sailing of discrepancies. Once the booking deposit and the original signed Chartering Agreement (with Terms and Conditions) is received by Tig Sailing, the charterer's requested dates are locked in and final itinerary planning will begin (see 5. Below).
2. **DELEGATION:** Tig Sailing may delegate performance of any part of this agreement to its affiliates, employees, officers, and agents who are collectively referred to in this document as Tig Sailing.
3. **NON ASSIGNMENT:** The charterer shall not sub-contract, sub-charter or assign this agreement to another person or entity without prior written consent from Tig Sailing.
4. **PAYMENT TERMS:** 25% of the undiscounted charter fee is due upon booking. The outstanding balance (with discounts applied) and security deposit is due 30 days prior to embarkation. (If agreed in advance by Tig Sailing, the balance can be paid in increments prior to the date of embarkation.) The use of a credit card or payment service will cause the charterer to be assessed a processing fee set by the payment provider.
5. **CANCELLATION TERMS:** If the security deposit is not received within \_\_\_ days, or the total balance is not received 10 days prior to embarkation date, Tig Sailing reserves the right to cancel the charter. In the event the charterer must change dates, the charterer's deposit and any other fees collected may be applied to a new reservation up to 1 year after the initial embarkation date. If Tig Sailing cancels the charter for any reason, the charter deposit and any portion of the charter balance and security deposit already paid to Tig Sailing shall be transferred to another date, returned to the charterer upon request, and the administration fee shall be waived. Tig Sailing shall not be held liable for any of the charterer's or guests' trip expenses (example: travel costs to/from the embarkation location) in the event the charter must be cancelled due to a named storm or other event that is outside Tig Sailing's control. Tig Sailing encourages the charterer and guests to purchase travel insurance to recuperate such travel costs.
6. **FINAL ITINERARY PLANNING:** Tig Sailing works with the charterer to build an itinerary and float plan based on the charterer's requests. This final itinerary and float plan is developed by Tig Sailing after the deposit is received. Tig Sailing will deliver the itinerary and float plan to the charterer at least 2 weeks prior to embarkation date or as soon as possible if reservation and deposit occur 2 weeks prior to the scheduled embarkation date. The Final Itinerary shall include address(es) of parking and/or embarkation and disembarkation marina / dock as applicable. There may be additional fees the charterer must pay for parking not included in the charter fees. The charterer is encouraged to share this float plan with emergency contacts. Changes made to the itinerary by the charterer less than 30 days of planned embarkation date may incur a \$50 administration fee, and any fees associated with dockage and marina change / cancelations will be charged back to the charterer. All "Assumption of Risk and Complete Release of Liability" forms must be received by Tig Sailing at least 5 days before embarkation.
7. **EMBARKATION:** If there are outstanding charges or missing "Assumption of Risk and Complete Release of Liability" forms for the charterer or guests who arrive for embarkation, they must be collected before the party is offered permission by the captain to board the yacht. Upon embarkation, the charterer and all guests must participate in a muster prior to going underway. The captain shall ensure the yacht and all souls aboard are safely prepared before going underway.
8. **CREW:** Tig Sailing shall provide a USCG credentialed captain for the charterer and guests as part of the charter fees. Additional crew can be provided when requested. Such crew will require additional fees. The individual crew members are responsible for their professionalism and behavior. The charterer does not have authority to discharge the captain; but may arrange with Tig Sailing's concurrence an alternative skipper and may request dismissal at any time of other crew. Crew may be able to assist charterer and guests in loading provisions; however, the crew's main duty at embarkation is preparing for a safe departure which includes organizing a muster.
9. **RUNNING EXPENSES:** The charterer agrees to pay all unexpected running expenses during the term of the charter which have not been prepaid as part of the charter package. Such additional running expenses may include, but are not limited to: pilotage, mooring or dockage fees, port charges, cruising taxes and parking fees. The charterer may incur fuel costs above and beyond charter package fees if the charterer chooses a change of itinerary. The charterer will not incur costs related to changes to the planned itinerary made by Tig Sailing or its hired captain.
10. **RESTRICTED USE:** Charterer and guests agree to having the Tig Sailing hired captain on board anytime the vessel is underway (making way or not making way). The yacht Boldly Go is exclusively used as a pleasure vessel by the charterer. Charterer and guests **SHALL NOT** transport merchandise or passengers for pay or engage in trade or sales of any kind. The charterer **WILL NOT** violate the laws of the United States or any other governmental jurisdiction in which the vessel may find passage or moorage.

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11. **TERMINATION OF VACATION AND INDEMNITY:** Responsibility for the proper conduct of charterer and guests is the full and sole responsibility of charter. Tig Sailing reserves the right in its sole and absolute discretion to terminate in whole or in part, without notice, the arranged itinerary if the charterer or guest(s) do not comply with instructions provided by the captain. The captain may terminate the charter to prevent distress, damage, or danger to charterer and guests or others, or to prevent activity prohibited by law. The captain has sole discretion in assessing these matters. Upon termination, Tig Sailing's responsibility for the charterer's and guest(s)' vacation ceases. Tig Sailing shall not be held liable for any costs incurred due to such termination.
12. **ACCIDENTAL DAMAGE, INJURY AND DEATH:** Tig Sailing, its hired captains and its insurance underwriters **SHALL BE HELD HARMLESS** from all claims or liability for accidents, property damage, personal injuries or death related to:
- swimming, windsurfing, kayaking, snorkeling, or other sports or activities that the charterer and/or guest(s) participate in during the charter,
  - charterer and guest(s)' use of alcohol, drugs or other mind-altering substances whether they be legal or illegal, even if such accidents, property damage, personal injuries or death is caused in part by the negligence of Tig Sailing or its hired captains.
- Tig Sailing will ensure the training of charter guests on use of safety / emergency equipment as required by the US Coast Guard. Tig Sailing, its hired captains and its insurance underwriters shall be **held harmless** from all claims and liability for property damage, personal injury or death arising from or related to, directly or indirectly, the guests' misuse of the yacht's safety / emergency equipment.
13. **INSURANCE:** The yacht Boldly Go and its captains are covered by standard marine yacht policy against:
- direct physical loss to the vessel subject to specified deductibles, and
  - bodily injury and property damage subject to certain limits and conditions.
- A security deposit from the charterer is required, up to the yacht insurance deductible. This security deposit for this charter is agreed to be \$\_\_\_\_\_. This security deposit will be returned upon disembarkation when no damages or injuries caused by the charterer or guests is detected.
14. **DISSEMBARKATION:** The charterer and guest(s) agree to disembark at the time and location agreed to per the final itinerary and float plan unless otherwise modified by charterer and captain(s) during the sail. Such change will require a simple, written and signed agreement. The captain is responsible for ensuring disembarkation docking time per the final itinerary and float plan. Should the embarkation time be delayed due to circumstances not under the control of Tig Sailing, all costs associated with travel changes will be the responsibility of the charterer and guest(s). If the yacht or related equipment requires unusual cleaning or repairs due to charterer or guest abuse or negligence, Tig Sailing may withhold a portion of the security deposit to offset the attributed costs. Otherwise the security deposit will be returned to the charterer in full within 10 days of disembarkation.
15. **MISCELLANEOUS:** *The charterer shall not hold Tig Sailing, its captains, yacht owners or associates liable for any loss, damage, injury, or death resulting from the use of the yacht or related equipment.* This document, the individualized invoice, and itinerary/float plan constitute the entire agreement/contract between Tig Sailing and the charterer. Tig Sailing will not be responsible for any fees, expenses, airfare, hotel, food, communication costs, or other expenses incurred by the charterer and guests. The charterer will indemnify and hold Tig Sailing, its captains, yacht owners and associates harmless from and against claims for loss or damage to property or injury to persons (including loss of life) resulting from use, operation or possession of the yacht and related equipment or other inventory by the charterer or guests, and from any claims from loss or damage to personal property of the charterer and guests carried on the yacht or dinghy.

This agreement shall be construed and interpreted in accordance with the laws of the state of Florida with the exception of admiralty or maritime claims shall be construed and interpreted under the maritime, admiralty laws of the United States including the International Convention on Limitation of Liability for Maritime Claims 1976. The venue for any proceedings hereunder shall lie solely in Hillsborough County, Florida or the United States District Court of Florida.

### Section 2 – Charter Detail and Signatures:

Print Charterer Name: \_\_\_\_\_

Initial:

\_\_\_\_ I hereby agree to the above conditions for myself and all my guests of this charter.

\_\_\_\_ I hereby agree to the following invoice, initial itinerary and dates:

[enter details and embarkation and disembarkation dates]

Invoice # \_\_\_\_\_

Charterer Signature: \_\_\_\_\_

Date: \_\_\_\_\_