

↑BAREBOAT CHARTER AGREEMENT WITH CRUISE ABACO & GUEST  
VHF 09 CRUISE ABACO 242-577-0148 Mark / 475-8756 Patti / 321-220-8796  
EMAIL: info@cruiseabaco.com

CHARTER GUEST: \_\_\_\_\_  
BOAT \_\_\_\_\_ DATE OF ARRIVAL \_\_\_\_\_  
DATE & TIME OF DEPARTURE FLIGHT \_\_\_\_\_

PRINT THIS OUT, SIGN AND BRING 2 COPIES WITH YOU FOR THE CHECKOUT. BRING YOUR CERTIFIED CHECKS OR CASH BOTH IN U.S.FUNDS FOR THE DAMAGE DEPOSIT. BOATS WILL NOT BE ALLOWED TO DEPART UNLESS THE DEDUCTIBLE HAS BEEN RECEIVED. PLEASE CONTACT US IN ADVANCE OF YOUR ARRIVAL IF YOU HAVE ANY QUESTIONS ABOUT THIS CONTRACT.

1.Limits of navigation are to the south Little Harbour ,and to the north , north end of Guana Cay and Treasure Cay. If special permission in writing is agreed upon for north of the Whale you understand that we will not do service calls north of the whale and you are on your own. If the vessel should break down north of Whale Cay you will be responsible to get back to our cruising area at your expense and will be charged for additional days the boat is out of our area if conditions are not O.K. by us to pass Whale Cay.

2. You must remain in the Sea Of Abaco and are not permitted to go into the open ocean at any time during your charter. Unless special permission is granted to go North of Whale Cay. We must O.K. both north and south bound passage the day of the passage. Additional deposits may be required if you wish to go beyond our normal Cruisnig area. We will report the boat possibly being stolen if you go beyond our limits without written permission and you may lose your deposit to cover our expenses for this and be asked to leave the boat at once with no refund.

3.No night time moving of the boat is permitted. Dingy use in the Harbours is permitted after dark with diligent use of portable flashlights. No operation of Boat or dingy if under the influence of Alcohol.

4. You are required to take life jackets in dingy with you for all persons in the dingy. No one under age 21 is permitted to operate dingy.

5. If you run aground or hit anything you are required to report it to Cruise Abaco. If you go aground you should call Cruise Abaco at once on channel 09. If you run aground and do not report this to us we will require a haul out at your expense during your time here. If you run aground we may require a diver inspect your boat or a haul out if it seems needed at your expense. We also stand by as a rescue unit for Hopetown Fire & Rescue and BASRA (Bahama Air Sea Rescue Association) on channel 09. We also check emails several times a day, [info@cruiseabaco.com](mailto:info@cruiseabaco.com) .

6.You are responsible financially for the deductible amount of our insurance of \$4500.00 for loss or damage to boat, dingy or equipment. We will hold a cash deposit or certified bank check for that amount and return it at the end of the charter before you depart if there is no damage or loss. Amount of deposit held \_\_\_\_\_cash or certified bank check \_\_\_\_\_. If you choose to buy down the deductible from \$4500 to \$1000 for a non-refundable fee of \$350, this must be paid at least 2 weeks prior to your arrival. We will then hold a cashier's check made out to Mark Gonsalves for \$1000 or cash and return if no damage or loss to boat, dingy or equipment.

7.No Smoking below decks.

8.After checkout of your skills you may be required to have a Captain-Instructor with you during the operation of the boat for 1 day or the entire trip, to be determined by Cruise Abaco. The additional fee is \$250.00 per day, to be paid prior to departure.

9. WATER: You will either fill boat prior to departure at the end of your trip with Cruise Abaco staff present or bring a receipt , or we will charge you for a full tank of water.

FUEL: You will be charged unless filled up prior to your departure with Cruise Abaco staff present or receipts are required from you.

All boats are full of water and all fluids have been checked and fuel upon your arrival. If water tanks are not filled you will be charged for estimated cost of water plus a \$50.00 service fee. Diesel and dingy gas and oil need to be refilled prior to your departure or we will estimate costs and charge you a \$50.00 service fee. Your damage deposit is also held as a cleaning deposit and if boat is not clean when we do final inspection. You may be asked to pay a cleaning fee that would be deducted from your deposit or paid in cash by you. If there is any claim against your deposit you will not get your deposit returned prior to your departure as we will need time to settle unless you can pay our estimates in cash. This is at our discretion.

10. You agree that Mark Gonsalves, Cruise Abaco, or the owners, captains, brokers or agents of the vessel will not be responsible for Liability to you, crew, or your personal belongings.

11. You agree that you understand the use of all equipment and the operation of the vessel itself before departing on your cruise. If you do not, ask, so that you are comfortable being the Captain.

12. You are responsible to listen to daily weather forecasts @ 8:15am on channel 68 (The Cruiser's Net). If you ever have any questions we stand by on channel 09 or can be reached by cell phone. You are ultimately the Captain of your Chartered Vessel. If weather is forecast over 20 knots you are required to contact us on phone, VHF or e-mail for instructions and guidance. Do not sail your boat in winds over 20 knots. You will be responsible for sail damage. You may be required to stay in safe port or to have a captain move your boat in bad weather conditions determined by Cruise Abaco. We are not responsible for weather conditions during your stay and there are no weather refunds except per our Hurricane Policy.

13. Check in time is 3:00 PM on arrival day. Check out time is 10:00 AM All fueling & watering of boat should be done before check out if you are filling the boat. We need about one hour for final check out so please allow time for that on the day you depart. Check in and out times may be adjusted to fit your flights if arranged in advance. Your boat was clean when you arrived and should be clean upon departure. Or you will be charged for additional clean up. One Pick up and drop off in Marsh Harbour at Boat Harbour Marina is included. Allow up to 2 hours for check prior to departure by check out time. Fuel and water boat prior to return a our base.

14. If you stop up a head and we have to unplug there will be a service charge including travel time and fuel. You will have to use a bucket until we can repair as our schedule allows. Make sure all crew understands operation of the head.

15. You will be issued a credit if the sails, or engines, break and can not be repaired in 24 hrs of your reporting it to us if not caused by you. If we have a similar boats available we will move you this boat. We have chase boats and are available by radio or cell phone 24/7

Authorized signer for Cruise Abaco \_\_\_\_\_

Total number of people to be aboard this vessel \_\_\_\_\_

By signing I have agreed to the above stated terms of this Charter Agreement

Charter Guest-Captain: print name \_\_\_\_\_

Charter Guest -Captain signature: \_\_\_\_\_ Date: \_\_\_\_\_

Charter Guest -Captain contact info

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

