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SimpleSail Bareboat Charter Agreement

Name _____ Address _____
City _____ State _____ Zip _____ Cell _____
Email _____ Emergency Contact _____ Cell _____

Terms

- Charterer is the individual named above and is the person in charge and must be on board at all times. Charterer is responsible for guests.
- Boat must be returned to same slip and in clean condition ready for next Charterer's usage. Boat shall be free and clear of any liens or indebtedness incurred by charterer.
- Boats not returned in "sailing ready" condition will be charged a cleaning fee. That fee will be deducted from the security deposit. Charterer is responsible for the return of boat and equipment in the same state in which received. Charterer agrees to pay in full for any repairs or replacement if the equipment is damaged or lost as a result of negligence.

Damage Deposit Options:

- _____ (initial if chosen) Refundable \$ 1,500.00 security deposit is due at time of boarding. Charterer agrees to allow Manitowoc Marina LLC to hold deposit funds on credit card on file.
- _____ (initial if chosen) Non-Refundable \$ 50.00/day Daily Damage Fee in lieu of Refundable deposit.

Deposit and Cancellation:

- 33% Booking Deposit due at time of booking. The remaining balance, Daily Damage Fee and Sales Tax due prior to boarding.
- Cancellations: Booking deposit is refundable up to 30 days prior to charter start. Cancellations less than 30 days will result in forfeiture of deposit.
- I agree to follow the policies for rental set by Manitowoc Marina, LLC, which include but are not limited to:
 - I will not sail outside the designated area set by Manitowoc Marina, LLC.
 - I will sail during daylight hours only.
 - I will follow all safe boating regulations at all times. Manitowoc Marina LLC strongly encourages the use of PFDs at all times.
 - I will return the vessel in a clean and same condition as it was when I received it.
 - I will not use the equipment in a manner inconsistent with the intended use.
 - I will not operate the vessel while under the influence of alcohol or drugs of any kind regardless of the degree of impairment.

- **I AM AWARE THAT SAILING IS A DANGEROUS SPORT AND I AM AWARE OF THE DANGERS OF SAILING. I understand that the sport of SAILING, and other related water activities involve inherent and other risks of INJURY and DEATH. The risks include but are not limited to: physical exertion, inclement weather, capsizing of watercraft, immersion in water, hypothermia, accidents or illness in remote areas, equipment failure and malfunction, drowning, and loss or damage to personal property. I voluntarily agree to expressly assume all risks of injury or death that may result from the use of this equipment. I UNDERSTAND THAT MANITOWOC MARINA, LLC. IS IN NO WAY RESPONSIBLE FOR MY SAFETY OR THE SAFETY OF THE EQUIPMENT I AM RENTING. I understand that Manitowoc Marina, LLC makes no warranty as to the fitness or suitability of the equipment. I confirm that I am physically fit to operate and use said equipment and that I understand the equipment’s use and function. I understand that I am fully responsible for my own safety and risk. _____ (Initial)**
- **I agree to assume all risks in connection with the use of the equipment leased under this Agreement, whether foreseen or unforeseen and further, I hereby agree to indemnify and defend Manitowoc Marina, LLC, its employees and agents, and hold them harmless from and against any claim, loss, expense or damage arising out of or in connection with the use and operation of the equipment subject to this Agreement, except to the extent any such claim, loss, expense or damage is caused by the negligence or intentional misconduct of Manitowoc Marina, LLC. This provision is binding on all heirs, assigns, agents and third parties. _____ (Initial)**
- **Manitowoc Marina, LLC will deliver the Boat Selected to the Charterer at the agreed upon date and time, provided the Boat Selected is available and deemed seaworthy. In the event the Selected Boat is unavailable or unseaworthy, for any reason, Charterer shall be entitled to a full refund of advanced payments. The full refund of the advanced payments shall be the sole and exclusive remedy available to Charterer and Charterer waives any right to any other damages against Manitowoc Marina, LLC including but not limited to compensatory, consequential and punitive damages or expenses (including travel and hotel). _____ (Initial)**

I agree to pay for expenses incurred for my rescue or retrieval resulting from my breaking this rental agreement or rental policies set by Manitowoc Marina, LLC.

Boat Selected: _____

Dates: _____ Courtesy Boarding Requested _____ Time _____

Dingy Requested: _____ Motor Requested (\$ 25.00/day): _____ Kayak Requested (\$25.00/day): _____

Charter Fee: \$ _____ Deposit Received: \$ _____

Captain Fee: \$ _____ Security Deposit Received: \$ _____

Tax: \$ _____

Total: \$ _____

Final Payment Received: \$ _____

SIGNATURE: _____ DATE: _____