

Phone: 715-732-4466
www.nesteggmarine.com



300 Wells Street
PO Box 405
Marinette, WI 54143

A Manitowoc Marina LLC Company

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 must be at least 25 years of age and is responsible for all guests on board.
- Boat must be returned to the same slip at Nestegg Marine and in clean condition ready for the next Charterer's usage. Boat shall be free and clear of any liens or indebtedness incurred by the charterer.
- Charterer agrees to meet with SimpleSail Charter MAster for an orientation to become familiarized with the vessel and its contents prior to sailing.
- Charterer is responsible for the return of the boat and equipment in the same state in which it was received by 4:00pm the final day of the charter.
- Character agrees to pay in full for any repairs or replacement if the equipment is damaged or lost as a result of negligence.
- Charterer warrants the accuracy of the sailing resume submitted to SimpleSail Charters.

Damage Deposit:

_____ (initial) Refundable \$1,500.00 security deposit due two weeks prior to boarding. Charterer agrees to allow Nestegg Marine to hold deposit funds on the credit card on file against damages or loss that might occur during Charter. The security deposit will be refunded to you within fourteen days after the Charter pending any damages incurred.

Deposit and Cancellation:

- 33% Booking Deposit is due at the time of booking. The remaining balance including security deposit, remaining balance of the charter fee and sales tax is due two weeks prior to boarding.
- Cancellations: Booking deposit is refundable up to thirty days prior to charter start, less a \$150.00 cancellation fee. Cancellations occurring less than thirty days will result in forfeiture of deposit.
- **Inclement Weather:** We do not consider inclement weather a reason for cancellation or rescheduling of your charter.

I agree to follow the policies for rental set by Nestegg Marine/Manitowoc Marina, LLC, which include but are not limited to:

I will follow all safe boating regulations at all times. Nestegg Marine 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 such risks of injury or death that may result from the use of this equipment. I UNDERSTAND THAT NESTEGG MARINE/MANITOWOC MARINA, LLC. IS IN NO WAY RESPONSIBLE FOR MY SAFETY OR THE SAFETY OF THE EQUIPMENT I AM RENTING. I understand that Nestegg Marine/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 responsible for my own safety and risk. _____(Initials)**
- **I agree to assume all the 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 Nestegg Marine/Manitowoc Marina, LLC, its employees and agents, and hold them harmless from and against and 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 and such claim, loss, expense or damage is caused by the negligence or intentional misconduct of Nestegg Marine/Manitowoc Marina, LLC. This provision is binding on all heirs, assigns, agents and third parties. _____(Initials)**
- **Nestegg Marine/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, the charterer shall be entitled to a full refund of advance payments. The full refund of the advance payments shall be the sole and exclusive remedy available to the charterer and charterer waives any right to any other damages against Nestegg Marine/Manitowoc Marina, LLC including but not limited to compensatory, consequential and punitive damages or expenses (including travel and hotel expenses). _____(Initials)**
- **I understand that pets of any kind are strictly prohibited from all charter boats. _____(Initials)**
- **I understand that smoking is prohibited on board the boat. _____(Initials)**
- **I agree to pay for expenses incurred for my rescue or retrieval resulting from my breaking this rental agreement or rental policies set by Nestegg Marine/Manitowoc Marina, LLC. _____(Initials)**
- **The charterer agrees to pay any additional running expenses during the term of the charter. Such additional expenses include dockage fees at any marina (with the exception of the boat's slip at Nestegg Marine and Manitowoc Marina), food and other consumable items, additional fuel or pumpouts needed. Charterer is also responsible for making and paying for any and all transient dockage reservations. _____(Initials)**
- **SimpleSail Charters accepts no responsibility for any allegedly defective condition of the boat and gives no warranty implied or otherwise with respect to the boat, related equipment or anything**

supplied, including but not limited to the dingy and outboard (if selected) fuel and water. _____(Initials)

- The charterer remains liable for any damage or loss in excess of the insurance coverage provided by SimpleSail Charters or for gross negligence or intentional acts which are not covered by SimpleSail Charters insurance policy. _____(Initials)
- SimpleSail Charters accepts no responsibility in respect of loss, accident, breakdown, or disaster beyond the risk covered by the insurance carrier and the charterer agrees to hold harmless SimpleSail Charters, its officials, agents and employees from any and all loss and liability.

Add Ons and Extras:

- Linen Rental: \$35.00 per person - Sleeping Bag, Pillow, Linens, Towel, Wash Cloth & Hand Towel.
- A Dingy is available at no additional charge, a Motor is available to rent for \$25 per day.
- Late departure allows you to stay on board the vessel the evening you return back to the originating lip on your last charter date. The late departure fee is \$250.00 and you must leave the vessel with all your belongings, garbage, etc. by 10:00am the following day. Late departure must be preapproved by the Charter Master/SimpleSail Charters.
- Pre Boarding: Complimentary night before boarding must be scheduled in advance and begins at 4:00pm. If you plan on arriving later you may still pre board, however the orientation will take place at a pre scheduled time the morning of the first day of your charter.
- Charterer takes full responsibility for the care of the vessel. This includes leaving the vessel in tidy condition and properly secured in all boat slips. In the case that the vessel is left with an unreasonable amount of dirt and debris, an additional fee of **\$200.00** will be charged to the credit card on file.

Restrictions of Use:

- Charterer shall not operate the boat between sunset and sunrise.
- Overnight anchoring is prohibited except for Nicolet Bay and Sawyer Harbor.
- Charterer shall not sail outside of the designated area without permission in advance from Nestegg Marine/Manitowoc Marina, LLC and SimpleSail Charters. Designated area is the Bay of Green Bay and the waters of Lake Michigan from fifteen miles east of the Door County Peninsula from Washington Island to Kewaunee. **Please note that the charterer is restricted from sailing/motoring into Bailey's Harbor.**
- Charterer shall at all times take every precaution to secure the dingy and outboard.
- Charterer shall ensure the boat is at all times operated in a seaman-like manner with due regard being paid to the preservation of the boat and in accordance with the instructions given to the charterer or to any member of his party by Nestegg Marine/Manitowoc Marina, LLC and SimpleSail Charters.

Boat Selected: Sol (Jeanneau 379)_____ Thor (Hunter 35.5)_____

of Days_____ # of Nights_____ Dates:_____

Night Before Courtesy Boarding Requested: Yes_____ No_____ Date:_____ Time:_____

Charter Fee: \$_____

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

Extras:_____ \$_____

Extras:_____ \$_____

5.5% Sales Tax: \$_____

Total: \$_____

Deposit Received: \$_____

Final Payment: \$_____ Date Due:_____

Security Deposit Received: \$_____ Method of Payment:_____

SIGNATURE:_____ DATE:_____