



CLIENT RESPONSIBILITY AGREEMENT

IMPORTANT - Please read carefully

Client: John Doe Vessel: 2009 Jeanneau 50Ds 3 Cabin
Contract No: 31696 Hull Insured Deductible: USD\$11000
Charter Dates: From 10/21/2012 to 10/29/2012

I, John Doe, hereby accept the above described vessel as being in full operational condition and understand that as the Charterer of the vessel, the following become my sole responsibility during the term of charter. I acknowledge that failure to comply with the following items may invalidate my purchased **DRA (Deductible Reduction Agreement)** resulting in responsibility for the total insurance deductible of 2% of Insured Hull Value (USD\$ 11000.00) and agree to and authorize any amount up to such sum to be charged to my

Visa / MasterCard credit card # _____ expiry _____ / _____

Signed _____

John Doe

Date Signed: _____

I, John Doe hereby agree:

Safe Navigation

- To navigate the vessel in a safe, responsible and seamanlike manner in accordance with local and international regulations.
- To use all available means to plan routes and determine my location, including but not limited to, visual observations, charts, almanacs and cruising guides, provided or otherwise, to assist with my safe navigation of the vessel.

Anchoring

- To use a minimum scope of five times the depth of water.
- To set the anchor with 2000 RPM in reverse.
- To take a transit and ensure that the anchor is set and not dragging before departing the Yacht.
- To always use a snubbing line, never relying on the windlass itself to hold the vessel in position.
- To always have the main engine running when dropping or raising the anchor.
- To raise the anchor slowly as it breaks the water surface, so as to avoid swinging the anchor into the bow, and causing damage.
- To never enter an anchorage under sail alone unless an emergency situation requires this.

Mooring

- To always run a secondary back up line in addition to the mooring pennant.
- To run this line in a loop from a bow cleat, and back to the SAME bow cleat if a monohull; or to use two lines - one run to EACH cleat, if a catamaran. The anchor bridle provided on a catamaran is not used as a mooring pennant.
- To take due care and attention to avoid running over mooring balls and pennants.
- To always snorkel over and check integrity of lines, shackles and fittings of all moorings; regardless of location or if they are fee paid or not, to ensure that I have secured the Yacht in a safe manner.



Equipment Stowage

- To ensure that all equipment is on board and safely stowed & secured and all doors and cabinets below are closed, prior to departure and to continue to do so throughout the term of charter, special attention being paid to items that may break or fall in rough seas, e.g. galley equipment, boat hook, etc.
- To ensure any items that may blow overboard, are not left on deck through the night or while sailing.
- To ensure that the helm seat is secured correctly.

Cushions and Bimini

- To ensure that equipment onboard is not placed under unnecessary stress. For example, if wind speeds are in excess of 35 knots, the canvas bimini will be removed from the frame and stowed accordingly.
- If at any time, cushions are at risk of blowing off, whether due to broken fastenings, or high winds, they will be removed and stowed and **I accept financial responsibility for loss or damage of such.**

Tender and Outboard Engine - Tender driver shall be over 18 years of age

- To operate and navigate the tender safely and will at all times wear a kill switch lanyard.
- To always stop the outboard engine before people attempt to get into, or out of the water.
- At night:
 - Limit tender speed to 5 knots or less, (no planing) and to exhibit a light at all times while underway between the hours of dusk and dawn.
- To ensure that the outboard engine is securely attached to the transom of the tender by ensuring that the thumb screws are tight before each use.
- To ensure that the tender towing line is securely attached and the towing U-bolt is secure.
- To keep a look out for wear and tear which might unduly cause failure of such parts and to report this to CYOA immediately.
- To ensure that the tender painter is always shortened and tied off to the yacht during reversing or other maneuvers to prevent wrapping the painter around the yacht's propeller.
- Towing:
 - To never tow the tender if my yacht is equipped with davits.
 - To tow the tender at the full length of the painter with the engine up and with the painter made fast to a cleat and not any other part of the yacht (e.g. stanchion; grab handle).
- To always lock the tender to the dock or to the yacht with the cable and padlock supplied by CYOA – **failure to do so resulting in theft and loss of the tender and/or outboard engine shall negate any coverage provided by the DRA rendering client responsible for the full replacement cost of the tender and/or outboard engine.**

Alcohol and Drugs.

- I will not, and I will not allow any other person to operate the vessel (or dinghy) under the influence of alcohol or drugs at any time.

Smoking

- To refrain from the use of any smoking material anywhere on board the vessel except the cockpit.
- To be aware of the wind and pay attention to where embers may blow, making certain that the tender, outboard engine and gasoline tank are not in harm's way.



Notification

- To notify CYOA immediately of any operational failures – by dialing 1-340-777-9690 , choosing Option 2 and speaking to a technician or leaving a message with date and time of call and contact information.
- To notify CYOA immediately of any theft or damage of or to items belonging to the yacht or tender. Failure to do so immediately will result in voiding your DRA.
- To notify CYOA immediately and to treat any contact, no matter how seemingly inconsequential or minor, with another vessel as an accident, using the same common sense rules I would use for a traffic accident, including but not limited to: not making any admissions of guilt or acceptance of any responsibility, prompt and complete exchange of vessel and operator information with the other party, taking of digital pictures, contacting the authorities, if appropriate, and so forth. **An unreported accident will void your DRA.**

Hatches, Lockers and Stowage

- To ensure all hatches and hull windows are closed and **completely dogged** before sailing and all lockers/cabinets and doors are properly closed or hooked open.
- That any damage to hatches due to lines wrapping around them is my full responsibility.
- To stow all gear above and below decks to safeguard against damage, or loss overboard, from movement of items while underway, or while at anchor.
- To never place coolers/ice boxes below decks.

Refrigerator/Freezer

- To ensure that no sharp implements (knives, ice picks, etc) are used to dislodge ice build-up in the refrigerator/freezer units. I understand that doing so could cause a puncture in the evaporation plate that will result in a costly replacement for which I am responsible. If plate is punctured, the fridge must be shut off immediately to prevent further damage to the compressor and to notify CYOA of any puncture.
- In the event of refrigeration breakdown, notify CYOA immediately and we will cover the costs of block and cube ice, (for which receipts are presented) to stop food spoilage, until the refrigeration can be repaired, or until the end of the charter, if a timely repair cannot be carried out. CYOA will not be held responsible for any loss of food due to refrigerator breakdown.

Blockage of Heads

- Prior to Departure:
 - I have personally inspected all heads on board; I have flushed all heads more than 15 times, or operated them for more than 45 seconds if electric and deem them to be fully operational.
 - I will brief all passengers on board, of the proper method for head operation.
- I, therefore, accept BLOCKAGES as my responsibility and further warrant to pay for any and all head blockage charges including chase boat usage – unless blockage is due to mechanical failure of parts in the head system (to be determined by the attending technician).

Engine Checks and Operation

- To operate the engine at no more than the RPMs advised by CYOA YACHT CHARTERS.
- To DAILY perform all engine and, where applicable, generator systems checks as would normally be required or as stated in vessel briefing – oil, coolant, gear oil, belts etc.
- To shut engine down immediately if an alarm sounds and contact CYOA YACHT CHARTERS.



Responsibility for Fuel Costs

- I will fill the diesel and water tanks before returning the yacht to CYOA YACHT CHARTERS.
- If I fail in this responsibility, then I unconditionally accept all responsibility for water and fuel-running costs and I hereby authorize CYOA YACHT CHARTERS to use the credit card, which I have left as a security deposit to pay for such water and fuel settlements at the completion of my charter.

GPS and Plotter

- I understand that some vessels have electronic navigational aids such as GPS Chart Plotters. I hereby state that I am not dependant on these items for safe navigation of the vessel; should such items fail or not be operational, I do not hold CYOA YACHT CHARTERS responsible for such failures or consequential damage as a result of such failures.
- I further understand that CYOA YACHT CHARTERS is not responsible for any information that has been input into these devices such as waypoints.

Groundings

- I, hereby, agree not to sail or motor the charter vessel in areas designated as "out of bounds" by CYOA YACHT CHARTERS. I acknowledge receipt of written advice from CYOA of the current list of areas deemed "out of bounds".
- I will not undertake any passages without first consulting my guides and charts to plan a safe route.
- I agree to sail, at all times, with due care and attention to navigational hazards and sail with the depth-sounder on at all times to enable me to monitor the depth.
- I will notify CYOA YACHT CHARTERS immediately of any grounding, no matter how minor.

Responsibility for Damage and Loss

- By signing the damage and inventory check sheets prior to departure, I am accepting total responsibility for any damage to the vessel or loss of items (subject to the terms of the DRA), during the term of my charter.
- I agree to notify CYOA YACHT CHARTERS of any damage to the vessel or damage or loss to any items or equipment provided to me and the yacht by CYOA YACHT CHARTERS and pay the replacement value of lost or damaged inventory or equipment.

Awareness of all Relevant Circumstances and Acceptance of Responsibility

- I, hereby, agree at all times to operate the vessel (and dinghy) with due attention to navigational hazards, the surroundings, environment, safety of others and with general caution and care, being aware of weather, water depth, sea state, currents wind speeds, direction and proximity of other vessels and land to the chartered vessel.
- At all times to accept the responsibility bestowed on the Captain of a Yacht and the responsibility therefore imposed, by CYOA Yacht Charters, to me, as Captain of the vessel.

I hereby confirm that I have read, understand and accept all responsibility as detailed above and attest that I am an experienced and proficient sailor.

Signature: John Doe

Date Signed