

**CONTRACT
MCGREGOR II - CHARTER AGREEMENT**

CHARTER'S NAME:	
ADDRESS:	
DAYTIME PHONE:	
EMAIL:	

NUMBER IN CHARTER PARTY: _____ NUMBER OF NIGHTS ON BOARD: _____

CHARTER DATES (NOON): _____ TO (NOON): _____

TOTAL CHARTER FEE:	\$	
25% DEPOSIT:	\$	DUE FOR CONFIRMATION
25% DEPOSIT:	\$	25% DUE 90 DAYS PRIOR TO CHARTER
BALANCE DUE:	\$	50% DUE ON ARRIVAL <i>(Cash or Credit Card)</i>

PORT OF BOARDING: _____ PORT OF RELEASE: _____

TERMS AND CONDITIONS:

This Charter Agreement and deposit must be returned to Yacht McGregor II, upon receipt of which the charter booking will be confirmed. **Please make any deposit checks payable to Capt. Tim Miller.** The deposit is NON REFUNDABLE except under the following conditions:

1. If the captain agrees in writing that a refund is to be made.
2. If the Yacht becomes unfit for charter. (In the case of a mechanical breakdown, a 24-hour period is extended to the yacht to perform a charter.) Refund will be made on a pro-rata basis.
3. If the Charterer cancels his booking, and the yacht is re-booked for the same period of the original booking (complete refund of deposit), or if re-booked only for a portion thereof, the refund will be made on a pro-rata basis.
4. If there is a change in yacht captain and the Charterer wished to cancel for this reason.

FINAL PAYMENT IS DUE PRIOR TO DEPARTURE AND SHOULD BE PAID TO THE CAPTAIN UPON BOARDING. THIS PAYMENT MUST BE IN THE FORM OF CREDIT CARD OR CASH.

The captain shall handle clearance and normal running of the yacht and be responsible for the safe navigation of the vessel, and the Charterer shall abide by his judgment as to sailing, weather, anchorage, and other pertinent matters.

Should the yacht, during the period of this charter party, be lost, stranded, or disabled by any act of God, fire perils of the sea, or other unavoidable accident rendering her unfit for the purpose of the charter and not brought about by an act of the Charterer, charter hire shall cease from the time thereof, refund shall be made on a pro-rata basis less a commission paid, and neither of the parties shall be liable for the loss, damage, expense, or inconvenience resulting therefrom.

Charterer agrees to be responsible for and to replace or make good any injury to the yacht, her furnishings and equipment caused by the Charterer, or by any of their party, less ordinary wear and tear. The yacht shall be surrendered free of any indebtedness that may have been incurred for account of the Charterer.

The British Virgin Islands has a zero tolerance drug law which can result in confiscation of property and imprisonment, therefore, USE OR POSSESSION OF ILLEGAL DRUGS OR PARAPHERNALIA, INCLUDING MARIJUANA, ON BOARD THE VESSEL SHALL RESULT IMMEDIATE TERMINATION OF THE CHARTER WITH FORFEITURE OF ALL MONIES PAID.

NOTE: The Charter Fee does not include gratuities to crew (usually 15-20% of charter fee), or non-standard wine and liquor requests. The charter fee does include all BVI cruising taxes during the time of the charter. Currently, the BVI's cruising taxes are \$55.00 per charter + \$4.00/person/day. Also included are 7 SCUBA dives in a one week charter.

UNDERSTOOD AND AGREED UPON BY BOTH PARTIES:

CHARTERER	DATE	WITNESS
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FOR MCGREGOR II	DATE	WITNESS
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McGREGOR II
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St. Thomas, USVI 00802
(340) 690-1971
E-mail: relax@yachtmcgregor.com