

SKIPPER / HOSTESS AGREEMENT

VALID FOR THE CHARTER WITH THE FOLLOW DETAILS

Charter Yacht Type:

Charter Period:

Delivery: HRS

Redelivery: HRS

Vessel to be returned at disembarkation port by 18:00pm (October & November 16:00pm) the day prior to charter period end date.

Charterer wishes to obtain freelance Skipper and/or Hostess/Steward services and for this purpose hereby hires the undersigned Skipper and/or Hostess/Steward for the charter period stated above and under the following terms & conditions.

TERMS & CONDITIONS

1. All Parties acknowledge to have read and understood the terms and conditions of the Charter Party for chartering the yacht and shall make sure to comply with those terms and conditions and with all applicable Law. Delivery and redelivery of the yacht shall be performed by Skipper who is hereby duly authorized by Charterer to perform all procedures and sign all documents on his behalf.
2. The skipper will check in/out the yacht on behalf of the charterer, with the assistance of the yacht owner as needed. Both the charterer and the skipper have to sign the acceptance statement after the yacht's delivery.
3. At a suitable moment, once the Charterer and his party have joined the yacht, the Skipper shall deliver a short briefing to the Charterer and his party, in which he explains the basic safety procedures and other issues of concern. These may include, but are not limited to, the use of the yacht and its equipment, general safety and security onboard, emergency equipment and procedures, the use of water, sports equipment, smoking, drugs prohibition, children safety and supervision, proper conduct when in port. This should also include details of any local laws/restrictions as necessary.
4. Sailing at night and with a weather forecasted of more than 6 Bfs (more than 30 kts of wind) is prohibited. The skipper will be responsible to find a safe haven (bay or port depending on the sea state)
5. The Skipper is responsible for the navigation of the yacht, mooring, anchoring, maneuvering and for keeping the deck and cockpit of the yacht in good, clean and functional condition. Also, the Skipper is responsible for managing the refilling of water and fuel of the yacht and of the outboard engine, for processing port formalities, all on Charterer's expense. Other tasks such as interior cleaning, cooking, etc. are not part of Skipper's obligations.
6. Charterer warrants that he or another member of his crew possess required seamanship and competence in sailing for this trip and shall assist when necessary the Skipper with sailing / anchoring / berthing / mooring the yacht, by following the instructions and guidance given by the Skipper. As required by Maritime Law and the rules of good seamanship worldwide, Charterer shall ensure that himself and all passengers aboard will at all times comply with all safety instructions as announced by the Skipper.
7. Safety and comfort of all passengers shall be a primary concern and the Skipper will at all times ascertain the nautical skills, physical condition and capability of all persons aboard together with the prevailing and forecasted sea and weather conditions, so as to decide on a safe itinerary, including the choice of leaving port, anchoring or berthing location.
8. Skipper shall consult with Charterer for the desired itinerary and will always make best effort to satisfy the Charterer's leisure requirements, but does not warrant feasibility of requested itinerary. The Skipper is bound to provide the Charterer with reasonable evidence and explanation of his/her decisions, then mutually agree on an alternative plan.
9. Skipper and Hostess/Steward duties are not to be confused with those of a "guide" or local "host" but they should both respond to the best of their knowledge to any Charterer's request for tourist information and share all knowledge they happen to have (such as interesting anchorages, sights and spots, museums, restaurants, nightlife, attractions, water sport centers etc.).

10. The Skipper should never leave the yacht unattended and should stay alert during day and night to ensure the safety of all crew and material into account. Skipper shall never enter and leave ports under sail but exclusively motoring, however he shall use the sails of the yacht when conditions and decided itinerary allow.
11. The Skipper shall navigate the yacht for up to a maximum of 6 hours daily. The Skipper shall be available for service from 08:00 AM to 20:00 PM, with maximum transferring time to/from the boat to/from ashore with the tender at 24:00, unless otherwise agreed.
12. Charterer assumes full responsibility for all crew and materials into account, shall care for the yacht as his own and remain liable for damages that he or the rest of the passengers may cause to the yacht, her equipment or inventory. Skipper shall be responsible for all damages caused while sailing, motoring, anchoring and maneuvering the yacht on condition that such are attributed to his own acts or omissions either willful or due to gross negligence.
13. Hostess/Steward shall do the daily shopping, prepare and serve each day breakfast and a light lunch. Provisions shall be made and meals will be prepared so as to meet the preferences declared by the Charterer in advance, to the extent permitted by local market availability of items, paying careful attention to all special nutritional needs and restrictions set by the Charterer.
14. Hostess/Steward will assist the Skipper in his duties during navigation, berthing or anchoring, under his instructions and shall take care of cleaning of the communal areas of the yacht daily.
15. The Hostess's/Steward's duties during the Charter Period shall be performed for up to a maximum of 8 hours daily, with appropriate breaks. The Hostess/Steward shall be available for service from 08:00AM to 20:00PM. In cases that the preparation of dinner has been requested and it is feasible, the latest that it can be served should be 21:00PM.
16. Children have to be under the supervision of an adult or nanny of the charter party at all times and neither Skipper nor Hostess/Steward are intended to provide children supervision or nanny services.
17. All food and drinks are on Charterer's expense, including food and drinks for the Skipper and Hostess/Steward, which are to be provided by the Charterer, and a fair amount of 30 Euros each per day, per person for this cause.
18. The Charterer shall provide the Skipper and Hostess/Steward with a private sleeping cabin/berth and a private shower/toilet, unless the yacht has a shared shower/toilet in the common areas. The sleeping cabin/berth of the Skipper and Hostess/Steward must provide appropriate living and hygiene conditions, and include a bed of suitable size, shading, light, sockets for electricity, insulation and ventilation in the form of a side hatch, fan, and/or air conditioning.
19. Skipper and Hostess/Steward will make best effort to provide Charterer and his party with privacy aboard and perform their professional duties with discretion and professionalism, and the Charterer will respect the working schedule of the Skipper and Hostess/Steward.
20. Skipper and Hostess/Steward shall take all measures to protect the environment, the sea and coast line, following all relevant regulations.
21. Skipper's and Hostess/Steward's fees will be delivered by Charterer, on spot, prior to embarkation, to Stakeholder's charter base manager, who will convey it prior to embarkation to the Skipper and Hostess/Steward.
22. Charterer acknowledges that he has requested from brokers (Stakeholder) and to locally assist him in finding and hiring a Skipper and/or Hostess/Steward and that neither Brokers nor the Owner of the yacht have any liability or other responsibility arising from the performance of Skipper and Hostess/Steward services or under any provisions of this agreement.
23. Skipper and Hostess/Steward acknowledge they are at all times responsible for the collection, withholding, remittance and payment of the applicable taxes due on the total amount of the service price to the relevant tax authorities and that neither Brokers nor Owner of the yacht act as sellers of their services.
24. In case any discomfort arises between the Skipper and/or Hostess/Steward and the Charterer, both parties should seek to resolve it and communicate with the base manager. In the case that the substitution of the Skipper and/or Hostess/Steward is decided by all parties, the Skipper is responsible for the safe delivery of the yacht to the replacement and the Charterer is responsible for the replacement costs, unless the Skipper was negligent in his duties.
25. The Skipper has full responsibility until the safe return of the yacht at the base and the check-out process.
26. Gratuity (tips) of 15% of the charter fee is customary and is given at the Charter's discretion. Gratuity is usually given to the captain on the final day of the charter. You may specify description or ask the captain to distribute as

per the yacht's custom. Cash is preferred or you can escrow gratuity with your charter broker, to be distributed at your direction.

Charterer (Name & Signature)	Skipper (Name & Signature)	Hostess/Steward (Name & Signature)