

YACHT CHARTER AGREEMENT

This is a customizable starting template, not a finished legal document. Replace every [BRACKETED] field with your specifics, delete or adapt any clause that does not fit your arrangement, and have a licensed attorney in the governing jurisdiction review it before you or anyone else signs. CyberSygn is not a law firm and this template is not legal advice. This document type carries significant legal and/or financial consequences and varies substantially by jurisdiction. Having a licensed attorney review it before use is strongly recommended.

This Yacht Charter Agreement (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[OWNER LEGAL NAME], of [OWNER ADDRESS] ("**Owner**"); and

[CHARTERER LEGAL NAME], of [CHARTERER ADDRESS] ("**Charterer**").

Owner and Charterer are each a "**Party**" and together the "**Parties**."

Recitals. Owner owns or has the right to charter the vessel described below and wishes to charter it to Charterer for recreational use. Charterer wishes to charter the vessel from Owner on the terms below. In consideration of the mutual promises below and the charter fee to be paid, the Parties agree as follows.

1. The Vessel

1.1 Description. Owner charters to Charterer the vessel known as [VESSEL NAME], a [TYPE / MAKE / MODEL] of approximately [LENGTH], official or hull number [NUMBER], registered or documented in [JURISDICTION] (the "**Vessel**").

1.2 Charter type. This is a [bareboat (demise) charter / crewed charter / captained charter]. [For a bareboat charter, Charterer takes possession and control of the Vessel; for a crewed or captained charter, Owner provides the captain and crew, who retain control of navigation and operation.]

1.3 Equipment and inventory. The Vessel is chartered with the equipment, gear, safety equipment, and inventory listed in the attached **Schedule A**. Charterer will return the Vessel with that inventory, ordinary wear and consumption excepted.

1.4 Condition. Owner will deliver the Vessel in seaworthy condition, clean, fueled as agreed, and with valid registration and required safety equipment. Charterer will inspect the Vessel at delivery and note any discrepancies.

2. Charter Period and Cruising Area

2.1 Charter period. The charter period begins on [START DATE / TIME] at [DELIVERY PORT] and ends on [END DATE / TIME] at [REDELIVERY PORT] (the "**Charter Period**").

2.2 Cruising area. Charterer will operate or have the Vessel operated only within the following cruising area: [DESCRIBE AREA AND ANY EXCLUDED WATERS]. Charterer will not take the Vessel outside that area without Owner's prior written consent.

2.3 Delivery and redelivery. Owner will deliver the Vessel at the agreed time and place. Charterer will redeliver the Vessel at the agreed time and place in the same condition, ordinary wear excepted. Late redelivery is subject to Section 6.4.

2.4 Weather and safe operation. The captain (on a crewed charter) or Charterer (on a bareboat charter) will not operate the Vessel in unsafe weather or sea conditions, and may shorten, delay, or alter the itinerary as safety requires.

3. Charter Fee and Payments

3.1 Charter fee. Charterer will pay Owner a charter fee of **[\$AMOUNT]** for the Charter Period.

3.2 Payment schedule. Charterer will pay a deposit of **[\$AMOUNT or PERCENTAGE]** on signing, with the balance due **[NUMBER]** days before the Charter Period begins.

3.3 Security (damage) deposit. Charterer will provide a refundable security deposit of **[\$AMOUNT]** before delivery to cover damage, loss, fuel, and other charges. Owner will return the deposit, less proper deductions and an itemized accounting, within **[NUMBER]** days after redelivery.

3.4 Additional expenses. Unless included in the charter fee, Charterer is responsible for **[fuel, dockage and mooring, fuel for the tender, provisioning, crew gratuities, port and cruising fees, and applicable taxes]** as itemized.

3.5 Taxes. Charterer is responsible for applicable charter, sales, use, and similar taxes and fees, except taxes based on Owner's net income.

4. Crew and Operation

4.1 Crewed charter. On a crewed or captained charter, Owner provides a qualified, properly licensed captain and crew, who retain responsibility for the navigation, operation, and safety of the Vessel. The captain has final authority over the operation of the Vessel and may decline any instruction that compromises safety or violates law.

4.2 Bareboat charter. On a bareboat charter, Charterer takes possession and control of the Vessel and represents that Charterer (or its designated operator) is competent and properly licensed to operate the Vessel and will do so prudently and lawfully.

4.3 Compliance. All operation of the Vessel will comply with applicable maritime laws, navigation rules, environmental regulations, and the requirements of relevant authorities. Charterer will not use the Vessel for any unlawful purpose or to carry passengers for hire.

4.4 Capacity. The number of persons aboard will not exceed the Vessel's rated or legally permitted capacity, which is **[NUMBER]** persons.

5. Charterer Obligations

5.1 Proper use. Charterer will use the Vessel in a careful and seamanlike manner and only for lawful recreational purposes, and will not sublet or assign the charter.

5.2 Prohibited conduct. Charterer and guests will not bring aboard illegal drugs or unlawful items, will not engage in conduct that endangers the Vessel or persons aboard, and will comply with the captain's instructions on a crewed charter.

5.3 Reporting. Charterer will promptly report to Owner any accident, grounding, collision, injury, theft, or significant damage, and will cooperate with Owner and authorities in any investigation or claim.

5.4 Care of inventory. Charterer is responsible for the equipment and inventory aboard during the Charter Period and will pay for items lost or damaged beyond ordinary wear.

6. Insurance, Loss, and Damage

6.1 Owner insurance. Owner will maintain hull and marine liability insurance on the Vessel for the Charter Period covering the chartered use, and will provide evidence of coverage on request. Charterer's responsibility for loss or damage is limited to the security deposit except as provided in Section 6.3.

6.2 Risk during charter. On a bareboat charter, Charterer is responsible for the Vessel during the Charter Period and bears the risk of loss or damage subject to the insurance in Section 6.1 and the deductible in Section 6.3.

6.3 Deductible and excluded loss. Charterer is responsible for the insurance deductible of **[\$AMOUNT]** for any covered loss, and for any loss not covered by insurance that results from Charterer's negligence, misuse, or breach, or from operation outside the cruising area or in violation of the policy.

6.4 Late redelivery. If Charterer redelivers the Vessel late without Owner's consent, Charterer will pay the daily charter rate plus any documented consequential costs caused by the delay.

7. Cancellation

7.1 Cancellation by Charterer. If Charterer cancels, the following charges apply based on notice before the start of the Charter Period: **[DESCRIBE TIERED CANCELLATION SCHEDULE, e.g. deposit forfeited; balance forfeited within 30 days]**.

7.2 Cancellation by Owner. If the Vessel becomes unavailable through no fault of Charterer (for example, due to damage or mechanical failure), Owner will, at Charterer's option, provide a comparable substitute vessel or refund all amounts paid, and will have no further liability.

7.3 Force majeure cancellation. If a flight, port, or area is closed or made unsafe by weather, government action, or other force majeure, the Parties will cooperate in good faith to reschedule or to provide a fair refund of unused amounts.

8. Liability and Indemnification

8.1 Assumption of risk. Charterer and guests participate in boating activities at their own risk and acknowledge the inherent risks of being on the water, including weather, sea state, and water activities.

8.2 Indemnification. Charterer will indemnify and hold Owner and crew harmless from claims, losses, and expenses arising from the acts or omissions of Charterer or its guests, except to the extent caused by Owner's or the crew's negligence or willful misconduct.

8.3 Limitation of liability. Except for liability that cannot be limited under applicable law and except for a Party's gross negligence or willful misconduct, neither Party is liable for indirect, incidental, special, or consequential damages.

8.4 Personal property. Owner is not responsible for the personal property of Charterer or guests aboard the Vessel, except to the extent caused by Owner's negligence.

9. Default and Termination

9.1 Termination by Owner. Owner or the captain may terminate the charter and require the Vessel to return to port if Charterer or its guests materially breach this Agreement, endanger the Vessel or persons aboard, or engage in unlawful conduct, without refund of the charter fee.

9.2 **Termination for cause.** Either Party may terminate for the other's uncured material breach on [NUMBER] days' written notice, or immediately where safety or legality is implicated.

9.3 **Effect.** On termination, the Parties will account for amounts paid and owed, and provisions that by their nature should survive will survive.

10. General Provisions

10.1 **Governing law and venue.** This Agreement is governed by the laws of the State of [STATE] and applicable maritime law, without regard to conflict-of- laws rules. The Parties submit to the jurisdiction of the courts located in [COUNTY, STATE], subject to any applicable admiralty jurisdiction.

10.2 **Notices.** Notices must be in writing and sent to the addresses above (or as updated in writing) and are effective on receipt.

10.3 **Entire agreement; amendment.** This Agreement, together with Schedule A and any exhibits, is the entire agreement between the Parties on its subject and supersedes prior discussions. It may be amended only by a writing signed by both Parties.

10.4 **Severability and waiver.** If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver.

10.5 **Counterparts and electronic signature.** This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

OWNER	CHARTERER
Signature: _____	Signature: _____
Printed name: [NAME]	Printed name: [NAME]
Title: [TITLE / N/A]	Title: [TITLE / N/A]
Date: _____	Date: _____

Template provided by CyberSygn. Not legal advice. CyberSygn is not a law firm. Consult a licensed attorney in your jurisdiction before relying on this document.