

# BaySail

100 Bourbon Street, Ste. D, Havre de Grace, MD 21078  
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## DAY RENTAL AGREEMENT

AGREEMENT made     [DATE]     by and between BAYSAIL VENTURES, LLC, herein after referred to as "BAYSAIL" and [CHARTERER], herein after referred to as "CHARTERER" for the rental of a 22 Foot Sailboat, herein after referred to as "boat."

### TERMS AND CONDITIONS

- TERM, RENTAL AND DEPOSIT:** This charter is for a term commencing at     [TIME]     and terminating at     [TIME]     on     [DATE]     for a total rent to be paid by the Charterer of \$     [AMOUNT]    , inclusive of tax. A charter deposit equal to half this amount is due with this signed Agreement with full balance due thirty (30) days prior to charter. Cancellations received more than 30 days prior to charter are subject to a forfeiture of the charter deposit. Cancellations received 30 days or less prior to charter are subject to a forfeiture of the charter deposit and all other monies paid unless BaySail is able to arrange an equivalent charter for the lease term satisfactory to BaySail. All cancellations must be made in writing and sent to BaySail by certified mail, return receipt requested.
- SECURITY DEPOSIT:** A security deposit in the amount of \$500 is required, payable in the form of credit card, cash, certified check or traveler's check prior to boarding. The security deposit will be refunded in full, less the cost of cleaning, repair or replacement of lost or damaged items, or other charges made under this Agreement. Charterer is liable for any additional cost of repairs or other damages that are not covered by the Security Deposit or BaySail's insurance policy. In the event Charterer breaches this Agreement, BaySail may at its option, keep the Security Deposit and/or repossess the boat in addition to and without prejudice to any other available remedies.
- DELIVERY & REDELIVERY:** BaySail agrees to deliver the boat in proper working order with all necessary equipment on board including equipment required by all applicable laws and regulations. Acceptance of the boat at that time by the Charterer constitutes full performance and compliance with all obligations and warranties of BaySail. BaySail shall have the right to substitute another vessel in place of the boat, provided that the substituted vessel and its equipment are substantially equivalent to the boat. Should BaySail fail to make delivery of this boat or a substitute vessel through causes beyond BaySail's control, then this Agreement may be canceled by the Charterer and any charter fees received by BaySail shall be refunded, which shall be Charterer's sole remedy. The Charterer agrees to redeliver the boat at BaySail's dock in the same condition as delivered, ordinary wear and tear of the boat excepted. If porto-pottie is used, Charterer agrees to clean porto-pottie or pay an additional fee of \$30.00 to BaySail. The Charterer is responsible for allowing sufficient time for redelivery, but should it be impossible to make redelivery of the boat as stipulated, Charterer shall immediately notify BaySail. Charterer shall pay pro-rata rent for the time that such redelivery is delayed and in addition thereto shall pay all costs of redelivery. Any loss of income or expense sustained by BaySail for failure to timely redeliver the boat shall be charged to Charterer.
- NAVIGATION LIMITS:** The Charterer agrees to operate the boat within the navigational limits listed below, unless prior written consent of BaySail has been obtained, subject to additional terms and conditions contained in an addendum to this Agreement. If for any reason, the Charterer operates the boat outside the navigational limits herein, without BaySail's written consent, the Charterer shall be liable for all loss and damage to the boat and the Charterer's party and all sums paid under this Agreement, including the security deposit shall be forfeited.
  - The Charterer agrees to restrict the cruising of the boat to the sailing area bounded by the Amtrak Passenger Railroad Bridge, Stump Point and buoy 9. Charterer must ask for clarification from BaySail if unclear about sailing area.
- INSURANCE:** The boat shall, during the charter period, be covered by BaySail with a policy of insurance covering certain fire, marine, and collision risks, and providing certain protection or indemnity against liability to third persons in the event of accident or collision. Said policy shall cover the boat for pleasure use within the navigation limits stated above whether underway, anchored or moored and during the period between sunset and sunrise when anchored or moored. In case of any accident or disaster, the Charterer shall give BaySail prompt notice of same. BaySail's insurance may not cover Charterer's personal property and excludes certain liabilities. Charterer to obtain additional insurance at Charterer's own expense. BaySail shall provide a copy of insurance policy upon request and Charterer, being an assured under the policy, agrees to comply with and be bound by the terms, conditions, limitations, and deductibles set forth in the policy and cooperate with BaySail and the insurer in the event of any claim or suit.
- ACCIDENT:** Charterer bears the risk of any loss of use resulting from his act or default.
- INDEMNIFICATION:** The Charterer agrees to release, defend, hold harmless and indemnify BaySail from any and all liabilities for loss or damage to Charterer's family, guests, invitees, employees, agents, third persons and their property occasioned by the negligence or default of the Charterer except to the extent that any such liability is covered by BaySail's insurance. Lessee understands that circumstances such as a sudden onset of bad weather, loss of balance in the boat or on the dock or a blow from some part of the boat's equipment, particularly the boom, could result in bodily injury or serious accident. The Lessee understands that sailing is an activity which can involve unexpected hazards and assumes the burden of responsibility for his or her own safety and well being in the event of unforeseen circumstances.

8. **LIMITATION OF LIABILITY:** Charterer's damages for any breach by BaySail shall be limited to the return of charter hire. BaySail shall not be liable for consequential or incidental damages.
9. **MECHANICAL BREAKDOWN:** BaySail agrees that should the boat after delivery sustain breakdown of machinery or be disabled or damaged so as to prevent the use of the boat by the Charterer for a period of not less than two (2) consecutive hours at any time, the same not being brought about by any act or default of the Charterer, BaySail shall make a pro-rated return of the rent to the Charterer for such period in excess of the same two (2) hours the boat shall be disabled or unfit for use, which shall be Charterer's sole remedy.
10. **WEATHER:** In the event that a named tropical storm warning is issued for the Northern Chesapeake Bay or that winds exceed 20 knots, causing the Charterer to cancel or interrupt his charter, a pro-rata credit of the charter fee may be issued, less any costs of re-delivery of the boat. This credit may be used toward another BaySail charter for up to one year. Any other weather condition occurring during the term of the charter does not constitute grounds for any credits or refunds. BaySail assumes no responsibility for weather conditions or for any damages suffered by the Charterer or boat due to weather conditions during the term of the charter.
11. **LIENS & REPAIRS:** Neither the Charterer nor anyone acting upon his behalf has the right or power to permit or suffer the creation of any maritime liens against the boat. The Charterer agrees to indemnify BaySail for any charges or losses in connection therewith, including reasonable attorney's fees. Further, Charterer is responsible for all consequences of any UNAUTHORIZED repairs.
12. **RUNNING EXPENSES:** The Charterer agrees to pay all running expenses during the term of the charter, fuel, water, engine room and other consumable stores, pilotage, port charges, and provisions and supplies for himself and his party. All fuel tanks will be filled prior to delivery. Charterer shall redeliver boat to BaySail with porto-pottie cleaned and emptied, and trash removed to avoid service charges. (A minimum charge of \$30 will be applied if porto-pottie is not returned cleaned and emptied).
13. **SKIN DIVING AND SWIMMING/HOLD HARMLESS:** The Charterer agrees that BaySail shall not be liable for accidents, injuries or death due to swimming, jumping or diving from the boat; Windsurfing, or the use of snorkels, masks, or allied equipment, such as self contained underwater breathing apparatus (SCUBA) equipment or sailboards whether or not the equipment is provided by BaySail or the Charterer. No warranty of any type is made by BaySail regarding any such equipment which may be provided with the boat. Charterer agrees to release, defend and hold BaySail harmless from any damages for personal injury or loss of life resulting while participating in said activities.
14. **RESTRICTED USE:** The Charterer agrees that the boat shall be employed exclusively as a pleasure vessel during the term of this charter. No fishing may be conducted on board nor can any fishing equipment be brought on board the boat. The boat shall not be used to transport merchandise or carry passengers for pay or to engage in any trade whatsoever. Nor shall the boat be used in any way which violates the laws of the United States or any other jurisdiction in which the boat may be at any time.
15. **RULES/PROHIBITION:** No more than six (6) paying passengers are permitted on the vessel when a captain is employed. No animals of any kind are permitted on board. No smoking below deck is permitted. All persons on board must wear shoes with soft and light colored soles. The Charterer must have at least one crew person on board, i.e. no single handling of vessel. No fishing or fishing equipment on board. Federal and state laws prohibit the use of any vessel for the transport or possession of any illegal drugs or any other contraband, illegal aliens or products restricted or forbidden by law. In addition to possible criminal and civil penalties against the violators, the law allows for the forfeiture of any vessel which is used in the transport or possession of such substances, for which the Charterer shall be held liable. Charterer agrees to pay attorneys' fees and defend Owner in any action for forfeiture of the vessel.
16. **GOVERNMENTAL FINES/PENALTIES/ENVIROMENTAL DAMAGE:** The Charterer shall comply with all applicable laws and regulations including without limitation all laws and regulations promulgated or enforced by the United States Coast Guard. The Charterer bears responsibility for any damages, fines or penalties imposed by government agencies for actions including but not limited to the illegal discharge of prohibited pollutants, trash or holding tank waste overboard.
17. **REPLACEMENTS:** The Charterer agrees to immediately notify Charter Manager of any loss or damage to the boat or its equipment and furnishings and/or if the Charterer runs aground in the boat. Charterer agrees to be responsible for charges resulting from any loss or damage to the boat, its equipment and furnishings, caused personally by himself or any member of his party.
18. **ASSIGNMENT & SUBLET:** The Charterer shall not assign this Agreement or sublet the boat without the consent of BaySail in writing.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND AGREE TO ABIDE BY THE TERMS AND CONDITIONS LISTED ABOVE AND CONTINUED ON THE REVERSE SIDE.

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CHARTERER'S SIGNATURE  
White - Sign & Return to BaySail

Yellow - Customer Copy

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BAYSAIL'S SIGNATURE  
Pink - File Copy