



### SKIPPER'S RESUME

Party Leader's Name \_\_\_\_\_

Invoice number \_\_\_\_\_

**It is VERY IMPORTANT that we receive this form from all charterers.**

1. Year Started Sailing \_\_\_\_\_

2. Date of Birth \_\_\_\_\_

3. Do you belong to a Yacht Club?  YES  NO

If yes, which club? (name, city, state)

4. Have you ever chartered with Sailing Florida Charters before?  YES  NO

Boat/Type/Size \_\_\_\_\_ - \_\_\_\_\_ Location \_\_\_\_\_

Date \_\_\_\_\_

Boat/Type/Size \_\_\_\_\_ - \_\_\_\_\_ Location \_\_\_\_\_

Date \_\_\_\_\_

**If you have chartered with Sailing Florida Charters in the past 12 months, you only need to answer questions #1-4.**

5. Do you currently own a boat?  YES  NO If yes, please complete the following:

Current Boat \_\_\_\_\_ Length \_\_\_\_\_ Displacement \_\_\_\_\_ Years

Owned \_\_\_\_\_

Previous Boat \_\_\_\_\_ Length \_\_\_\_\_ Displacement \_\_\_\_\_ Years

Owned \_\_\_\_\_

6. On what type of boat have you gained the majority of your sailing experience?

7. How many times have you anchored a boat larger than 30 feet in length?

How many times have you anchored using two anchors?

8. How many days do you sail per year? \_\_\_\_\_ In the last 2 years? \_\_\_\_\_

9. Where do you do most of your sailing? \_\_\_\_\_ As Captain or Crew?

10. Please describe any long distance and off-shore sailing experience: \_\_\_\_\_

11. Are you familiar with piloting (coastal navigation with use of charts, compass, parallel rules and onboard electronics)?

YES  NO If yes, please describe your experience:

12. List any piloting/navigation course which you have successfully completed: (Please attach a photocopy of any course certification that you may have.)

13. Have you ever chartered before?  YES  NO If yes, please list below:

Year Charter Company Boat Type/Size Duration Location Captain or Crew

14. Many competent yachtsmen have never owned their own boats, nor have they chartered before. If you have recently acted in a position of responsibility as a skipper or navigator, please give all details of a separate sheet of paper.

15. List any additional information which you feel is pertinent or may be helpful in assisting us in evaluating your experience and the experience of your crew so that we may ensure a safe and enjoyable vacation for your charter party.

16. Boating/Personal references (other than family or crew members). Please list two references:

Name Address Phone

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## CREW LIST & ARRIVAL INFORMATION

Invoice Number \_\_\_\_\_ Total number in party \_\_\_\_\_

(Standard Briefing Time is 9:00 AM on first day of charter, please indicate any exceptions below)

**Requested Briefing Date:** \_\_\_\_\_ **Briefing Time:** \_\_\_\_\_

*Please be sure to include arrival information for each member of your party.*

**You must return all crew list and arrival information or your departure may be delayed.**

Charter Name: \_\_\_\_\_ Date of Birth \_\_\_\_\_ **ARRIVAL**  
Address \_\_\_\_\_ Date/Time \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Flight # \_\_\_\_\_  
Phone \_\_\_\_\_ E-mail \_\_\_\_\_

Charter Name: \_\_\_\_\_ Date of Birth \_\_\_\_\_ **ARRIVAL**  
Address \_\_\_\_\_ Date/Time \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Flight # \_\_\_\_\_  
Phone \_\_\_\_\_ E-mail \_\_\_\_\_

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Phone \_\_\_\_\_ E-mail \_\_\_\_\_



## SAILING FLORIDA CHARTERS AND SAILING SCHOOL, INC. TERMS & CONDITIONS

1. **YACHT CHARTER RESERVATION:** This confirmation automatically initiates the terms below which are published in our rate sheet and on our website. Your Contract is with Sailing Florida Charters and Sailing School, Inc. By signing this document it means you have read and accepted these booking conditions. The party leader, hereinafter referred to as the “Charterer”, will be responsible for the full cost of the vacation including any insurance premiums, cancellation or amendment charges. A contract exists as soon as Sailing Florida Charters and Sailing School, Inc. issues your invoice. You should check the details of your invoice carefully to ensure that it accurately reflects the booking and costing you have requested and immediately inform us of any discrepancies. Sailing Florida Charters and Sailing School, Inc. may delegate the performance of any part of this agreement to its affiliates, employees, officers, directors, and agents who, hereinafter, shall be referred to collectively as “Sailing Florida”.
2. **PAYMENT TERMS:** 25% of charter fee is due upon booking. The outstanding balance is due 60 days prior to departure. A 1.5% late fee will be applied to all balances not paid by due date.
3. **CANCELLATION TERMS:** 90 days or more prior to departure: \$300 penalty or reschedule the charter dates and pay an administration fee. 89 – 61 days prior to departure: loss of 25% deposit or reschedule the charter dates with a \$500 penalty. Less than 60 days prior to departure: no refund and 100% of vacation balance due. If any scheduled payment by Charterer has not been received by the payment due date, Sailing Florida reserves the right to cancel a charter retaining all deposits and fees paid to date. All changes to bookings (date or type of boat) after confirmation will be subject to a \$30 administration fee.
4. **DELIVERY:** Sailing Florida will deliver the Yacht to the start port on the specified start date in full commission and ready for service. Should the specified Yacht not be available, Sailing Florida reserves the right to substitute a similar Yacht with an equal or greater number of cabins. The Charterer must examine the Yacht prior to departure to determine whether the vessel and dinghy are in good working order, are properly outfitted with all standard safety equipment, accessories, and utensils, as well as any other requested items (Inventory). Acceptance by the Charterer certifies that the obligations of Sailing Florida for delivery have been fulfilled. If Sailing Florida is unable to deliver the Yacht or a substitute within 24 hours of the delivery time specified, the Charterer may cancel this agreement and the total charter fee will be refunded. Sailing Florida may allow credit pro rata of charter fees covering periods of delay in delivery. Should the Charterer not be present or not ready to accept delivery of the Yacht for whatever reason at the specified time and place, Sailing Florida reserves the right to reset the time of delivery within a 24 hour period thereafter.
5. **ACCIDENTAL DAMAGE, DEATH AND INJURY:** Sailing Florida strictly prohibits the use or consumption of illegal drugs on its Yachts or at its facilities. The consumption of alcohol or drugs may increase the risk of injury around water and boats and the Charterer and their passengers accept that risk. Sailing Florida shall be held harmless from any and all claims or liability for property damage, personal injury or death arising from or related to, directly or indirectly, the use or consumption of alcohol or drugs, even if the property damage, personal injury or death is caused in whole or in part by the negligence of Sailing Florida. This shall in no way limit or diminish Sailing Florida’s accountability for its negligence where the property damage, personal injury or death does not arise from or relate to, directly or indirectly, the use or consumption of alcohol or drugs.
6. **SKIN DIVING AND SWIMMING:** Sailing Florida, the Yacht owner and the insurance underwriters shall not be held liable for accidents, injuries or death due to swimming, windsurfing, kayaking or the use of snorkels, masks or allied equipment such as scuba equipment and sailboards.
7. **RUNNING EXPENSES:** The Charterer agrees to pay any additional running expenses during the term of the charter which have not been prepaid as part of the charter package. Such additional running expenses may include, but are not limited to, food and other consumable stores, fuel, pilotage, mooring and dockage

fees, port charges, cruising taxes and park permits, customs and provisions, and supplies for the Charterer and their party.

8. **INSURANCE:** The Yacht is covered by a standard marine Yacht policy insuring against; (1) direct physical loss to the vessel, subject to specified deductibles, and (2) bodily injury and property damage, subject to certain conditions and limits. The Yacht Damage Waiver (YDW) protects Charterer and crew for loss or damage to the Yacht and its equipment less the specified deductible (\$500). However, Charterer and crew remain responsible for loss or damage from grossly negligent or willful misuse of the Yacht, such as by sailing outside the defined cruising area or sailing hours, groundings, operating the Yacht under the influence of alcohol or drugs, or failing to adhere to the Sailing Florida briefing or onboard instructions. The Charterer specifically acknowledges for himself/herself and crew that the Sailing Florida base has the right to insist the skipper or any other crew member involved take a drug/alcohol test administered by the police or a doctor after any incident involving the Yacht or its auxiliary equipment. The Charterer must pay a Security Deposit before departure as a deductible against loss or damage to the Yacht, the dinghy and all equipment or other Inventory. The deductible shall apply per occurrence of damage or loss. Sailing Florida may apply the balance of the Security Deposit toward any unpaid charges for late return, special services or the like. The Security Deposit is not the maximum liability of the Charterer. In the event of incident or damage, the Charterer must take all reasonable steps to minimize further loss; must report the incident immediately to Sailing Florida; and must promptly report to the local Authorities any damage or loss to people or other property. Failure to comply with these terms may void the insurance coverage and YDW. Racing must be pre-booked and specific conditions will apply.

9. **REDELIVERY:** The Charterer shall surrender the Yacht at the expiration of the charter at the release port specified, free and clear of any indebtedness and liens whatsoever, and in condition and clean state as when delivered (fair wear and tear from ordinary use excepted). The Charterer is responsible for allowing sufficient time for unforeseen contingencies to permit the return of the Yacht at the stated time. Should the Charterer not make redelivery of the Yacht at the time and place herein before stipulated for any cause, other than that occasioned by an occurrence beyond the Charterer's control, the Charterer shall pay a charter fee pro rata for the time that such delivery is delayed plus any losses that Sailing Florida or the Yacht owner may sustain due to the delayed delivery. The Charterer shall surrender the vessel's equipment in as good a condition as delivered, fair wear and tear excepted. If the Yacht requires unusual cleaning, Sailing Florida may charge the Charterer accordingly.

10. **RESTRICTED USE:** The Yacht shall be employed exclusively as a pleasure vessel for the sole and proper use of the Charterer, his or her family, guests, employees and agents, during the term of this charter and shall not transport merchandise or carry passengers for pay or engage in any trade, nor in any way violate the laws of the United States or of any other government within the jurisdiction of which the Yacht may be at the time and shall comply with the law in all other respects. The Charterer agrees to restrict the use of the Yacht to the "cruising area" defined in the base information sheet provided to him/her. Rafting to another vessel at anchor is strictly prohibited. Night sailing (between 30 minutes before sunset and 30 minutes after sunrise) by the Charterer is not permitted.

11. **NON ASSIGNMENT:** The Charterer shall not assign this agreement or sub-charter the Yacht without the prior written consent of Sailing Florida. Sailing Florida may assign its rights to payments under the charter.

12. **COMPETENCY:** The Charterer certifies that he/she is experienced and competent in the handling and operation of inboard auxiliary powered sailing craft of the general type and size as the Yacht herein chartered and that the Charterer has also had a sufficient practical knowledge of seamanship, piloting and Rules of the Road. The Charterer shall not delegate any of these duties to any person not equally qualified. The Charterer agrees not to sail the Yacht single-handed and to ensure at all times a competent skipper and leading crewmember are aboard except while safely moored. Sailing Florida may in its sole discretion verify the Charterer's or leading crew's competency at the time of the charter. Should the Charterer or leading crew be deemed less than fully competent by Sailing Florida in its sole discretion, Sailing Florida may provide for the Charterer, at the Charterer's expense, a hired hand to assist the Charterer in achieving competency. Should a hired hand be unavailable, Sailing Florida may restrict the Charterer's use of the Yacht to the charter party's occupancy of the Yacht at Sailing Florida's dock until a suitable hired hand has become available. The Charterer acknowledges that Sailing Florida does not independently investigate the competency of any Charterer to sail, but relies solely and exclusively on the resumes provided. The Charterer further acknowledges that Sailing Florida in its sole discretion may refuse to release a Yacht for sailing but this exercise of discretion shall in no way be construed as an acknowledgment or determination

of the competency for sailing of the Charterer's crew or the assumption of any liability for loss or damages incurred as a result of sailing, for which the Charterer assumes sole responsibility.

13. **TERMINATION OF VACATION AND INDEMNITY:** The Charterer accepts responsibility for the proper conduct of themselves and their crew. Sailing Florida reserves the right in our absolute discretion to terminate, without further notice, the vacation arrangements for any Charterer who refuses to comply with the instructions or orders of Sailing Florida and whose behavior or competence in Sailing Florida's opinion is likely to cause distress, damage, danger or annoyance to their crew, other customers, staff, any third party or to the property. Upon such termination Sailing Florida's responsibility for the Charter's vacation ceases and shall not be liable for any costs incurred by the Charterer.

14. **CREW:** Sailing Florida shall provide a competent skipper/guide for the Charterer, if so requested in advance. Although the Charterer shall exercise control over the Yacht, the Charterer shall depend upon the skipper/guide for the safe navigation of the Yacht and shall abide by the judgments of the skipper/guide as to sailing, weather, anchorages and pertinent matters. The Charterer shall not have the authority to discharge the skipper/guide without prior consent from Sailing Florida.

15. **MISCELLANEOUS:** It is understood that Sailing Florida is acting for and on behalf of the owner of the Yacht. Neither Sailing Florida nor the owner will be liable to any person for any loss, damage, injury, or death that results from the Charterer's use of the Yacht. Sailing Florida makes no representations other than those contained in this Contract, rate sheet and any written materials provided as part of the booking procedures. Sailing Florida will not be responsible for any fees, expenses, airline tickets, hotel rooms, food, phone calls, or other expenses incurred by the Charterer for any reason whatsoever. The Charterer will indemnify and hold Sailing Florida and the owner of the Yacht harmless from and against any and all claims for loss or damage to property or injury to persons (including loss of life) resulting from use, operation, or possession of the Yacht and related equipment or other Inventory by the Charterer or any crew, and from any claims whatsoever from loss or damage to personal property of the Charterer or any crew carried on the Yacht or dinghy.

This Agreement shall be construed and interpreted in accordance with the laws of the state of Florida, with the exception of any admiralty or maritime claims which shall be construed under the maritime, admiralty laws of the United States including the International Convention on Limitation of Liability for Maritime Claims 1976 as in effect. The venue for any proceedings hereunder shall lie in Pinellas County, Florida or the United States District Court for Florida.

I hereby agree to the above conditions for myself and all members of my crew.

Please Print Charterer Name: \_\_\_\_\_

Date: \_\_\_\_\_

Invoice Number: \_\_\_\_\_ Charter Date: \_\_\_\_\_

Charterer Signature: \_\_\_\_\_