

## **YACHT CHARTER AGREEMENT.**

This Yacht Charter Agreement ("Agreement") is made and entered into as of ....., by and between:

- **Raul Gallon dba FTLyachts.com** ("Owner"), a company duly organized and existing under the laws of Florida, with its principal place of business located at **200 S Andrews Avenue, Suite 603, Fort Lauderdale, FL 33301**, and
  - **Client Name:** ..... ("Charterer"), residing at **Client Address:**.....
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### **TERMS AND CONDITIONS**

This Agreement is entered into on ....., by and between .....and **Raul Gallon**. In consideration of the premises, mutual covenants, and agreements herein, the parties agree as follows:

#### **1. CHARTER DETAILS**

- 1.1. **Yacht Name & Details:** *The Gallon's*
- 1.2. **Charter Dates:** .....
- 1.3. **Charter Hours:** .....
- 1.4. **Port of Embarkation:** Fort Lauderdale, FL (New River)
- 1.5. **Port of Disembarkation:** Fort Lauderdale, FL (New River)
- 1.6. **Number of Guests:** Maximum **12 persons** (excluding crew). The Charterer is responsible for the safety and behavior of children onboard. Crew members are not liable for children's conduct, safety, or entertainment.
- 1.7. **Cruising Area:** The Charterer agrees to restrict the yacht's use to the agreed cruising area.

#### **2. PAYMENTS & ADDITIONAL COSTS**

##### **2.1. Total Charter Fee: [AGREED VALUE]**

##### **2.2. Payment Terms:**

- 100% due upon signing this Agreement.

##### **2.3. Security Deposit:**

- A refundable security deposit of **\$1,000.00** is required for damages or losses.

##### **2.4. Additional Costs:**

- The Charterer agrees to pay for **fuel, docking fees, food, beverages, gratuities, and any other miscellaneous expenses** incurred during the charter.

#### **3. CANCELLATION POLICY**

##### **3.1. Cancellation by Charterer:**

- 70% refund if canceled at least 3 days before the charter.
- 50% refund if canceled exactly 2 days before the charter.
- No refund if canceled within 1 day of departure.

##### **3.2. Cancellation by Owner:**

- If the Owner cancels due to unforeseen circumstances, the Charterer may choose between a **full refund** or **rescheduling**.

#### 4. INSURANCE & LIABILITY

##### 4.1. Charterer's Responsibility:

- The Charterer is responsible for any **loss, damage, or injury** caused by willful or negligent acts of themselves or their guests.
- Any incidents must be reported **immediately** to Raul Gallon or the crew in charge.

##### 4.2. Additional Insurance:

- The Owner advises the Charterer to obtain **additional insurance** for themselves, their guests, and third parties.

##### 4.3. Yacht Insurance:

- The yacht is insured for **hull and liability coverage**. However, the Owner is **not responsible** for the Charterer's **personal property or personal injuries**.

#### 5. USE OF THE YACHT

5.1. **Permitted Use:** The yacht shall be used **exclusively for recreational purposes**. The Charterer shall ensure that:

- No pets or animals are brought onboard without prior permission.
- No narcotics or illegal substances are used or carried onboard.
- No excessive noise or disruptive behavior occurs.
- All guests comply with **Florida and U.S. laws**.
- Any bonded stores or merchandise are cleared through customs before being taken ashore.

##### 5.2. Legal Compliance:

- If the Charterer or guests violate any laws, resulting in the yacht, crew, or guests being **detained, fined, arrested, or seized**, the Charterer shall **indemnify Raul Gallon** for all associated losses and expenses.

#### 6. CAPTAIN'S AUTHORITY

##### 6.1. Misconduct & Safety Enforcement:

- If the Charterer or guests engage in **misconduct, reckless behavior, or non-compliance with regulations**, the captain has the authority to:
  - **Issue a warning** to the offending party.
  - **Terminate the charter and return to port** if misconduct continues.
- If the charter is terminated due to the Charterer's or guests' misconduct, **no refund** shall be issued.

#### 7. FORCE MAJEURE

##### 7.1. Unforeseen Events:

- Neither party shall be held liable for failure to perform obligations due to **natural disasters, government restrictions, pandemics, or other force majeure events.**

## 8. GOVERNING LAW & DISPUTE RESOLUTION

### 8.1. Governing Law:

- This Agreement shall be governed by and construed in accordance with the **laws of Florida (Broward County).**

### 8.2. Dispute Resolution:

- Any disputes arising from this Agreement shall be settled **through arbitration in Florida.**

## 9. MISCELLANEOUS

### 9.1. Entire Agreement:

- This Agreement constitutes the **entire agreement** between the parties and supersedes any prior agreements or understandings.

### 9.2. Modifications:

- Any modifications must be **in writing and signed** by both parties.

### 9.3. Severability:

- If any provision of this Agreement is found to be invalid, the remaining provisions shall continue in full force and effect.

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**IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.**

**OWNER:**

**FTL Yachts**



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**CHARTERER:**

Client Name:

By: \_\_\_\_\_

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

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