



Winds of Ireland

The Winds of Ireland requires this contract to be completed in full and signed by the charterer. This document details your rights and responsibilities as a client of the Winds of Ireland.

Winds of Ireland (hereinafter "W.O.I.") agrees to let the vessel _____ to:

Name: _____
 Address: _____
 City, State, Zip: _____
 Home Phone # _____, Work Phone # _____, Fax _____,

who is to be referred to in this agreement as the Charterer, between and including the dates of;

Boarding: _____, **Disembark:** _____,

Payment terms as follows;

Charter Fee.....	\$ _____		
Other Considerations.....	\$ _____		
VT 5% Tax.....	\$ _____		
Total.....	\$ _____		
Deposit 25%.....	\$ _____	Date Paid	_____
Security Deposit to be held by W.O.I.	\$ _____		
Total Balance Due 6 Weeks Prior to Charter..	\$ _____	Date Due	_____ Date Paid _____

The charterer promises to comply with the terms and conditions of this agreement. The W.O.I. will pass full possession, command, and navigation of said vessel to the Charterer for the term of the charter. If the Charterer is a corporation or an unincorporated association the person signing this agreement and the corporation are considered to the same Charterer, and both are liable for compliance with the terms herein. The Terms of Agreement below are hereby incorporated in to this contract.

Terms of Agreement

1. Delivery, Breakdown and Weather. W.O.I. agrees to have the vessel in full commission and proper working order, staunch, clean and good condition throughout and ready for service at the beginning of the charter. Should it be impossible for the W.O.I. to make delivery through causes beyond W.O.I.'s control, and should delivery not be made within 24 hours, this agreement may be canceled by the Charterer and all moneys paid in advance will be returned to the Charterer. In the case of machinery breakdown, W.O.I. will have said vessel repaired within 24 hours after being notified thereof, or demurrage pro rata shall be due the Charterer. W.O.I. is not responsible for weather conditions during the term of the charter, and all charter rates and agreements will continue in effect except in the case of an impending hurricane, in which case the vessel must be returned to W.O.I. immediately. In the event of an impending hurricane, this agreement will be canceled and demurrage pro rata will be refunded to the Charterer.

2. Vessel Insurance. There is liability insurance in the amount of \$500,000.00 which protects the vessel, W.O.I., the Charterer and the crew, or the Charter's Master or Skipper and crew from legal claims for property damage or bodily injury caused by the vessel or its operation, to property or people not considered additional insured. This limits your liability for the yacht and its contents to the deposit amount except in the case of intoxication or gross negligence. Should any claim exceed the limit of liability covered by the policy or insurance provided by W.O.I., the charterer is responsible therefore and the Charterer hereby releases the vessel and W.O.I. from any excess liability.

3. Additional Insured. By the Charterers signing this agreement, the Charterer and crew become additional insured under the policy of insurance provided by Winds of Ireland.

4. Inherent Risk. It is further understood and agreed between W.O.I. and the Charterer and guests, that sailing has certain inherent risks, such as but not limited to, anchoring, docking, winch tending, sheet handling, sail setting and furling. Therefore, W.O.I. accepts no responsibility or liability for accidents or injuries, of any nature whatsoever, occurring while the yacht is under charter. We strongly urge everyone to exercise great care while on the yacht or traveling in the yacht tender (dinghy).

4. Crew Placement Responsibility. Once the full possession, command, and navigation of the vessel have been turned over to the Charterer, the Charterer is responsible for choosing, hiring, placing or inviting any Master/Skipper, crew or guest whether paid or not paid on board the vessel. For the full term of the charter W.O.I. and their insurance underwriter will not be liable for personal injury, bodily injury, death, sickness, property damage, loss of income or expenses of any nature to the Charterer, or Charterer's Master/Skipper, crew or guests.

5. Reporting Accidents. If the vessel is involved in an accident of any nature, or is involved in an accident that may give rise to a claim to the insurance underwriter, or sustains a breakdown of machinery, or becomes disabled for any reason, the Charterer agrees to contact the W.O.I. by the most direct possible means, without delay, with the full detail of said accident or incident, and to confirm the details in writing within 24 hours of said incident or accident. The Charterer agrees not to admit or accept responsibility to any person whatsoever for any property damage or bodily injury, and the Charterer agrees to advise all people aboard the chartered vessel not to admit or to accept responsibility to any person except to W.O.I.'s insurance underwriter. The charterer agrees to cooperate and assist insurance underwriter with any and all information regarding any damages or claims made against the vessel or its insurer. The Charterer agrees not to authorize repairs, other than those required to secure or protect the vessel from further damage, before obtaining instructions from W.O.I.'s manager.

6. Abandonment after accident or loss. The Charterer agrees to employ any means available to protect the vessel from further loss or damage if an accident or loss occurs, and agrees not to abandon the vessel until all possible protection has been given to the vessel. The Charterer agrees to advise any Master/Skipper or crew on board the vessel of this clause. The W.O.I., or insurance underwriter will reimburse any reasonable expense to protect salvage of the vessel up to the maximum limit for which there is coverage on the policy.

7. Qualified Master. The Charterer warrants not to allow the vessel to be skippered by any person not equally qualified as him/herself, or any Master/Skipper placed on the vessel.

8. Private Pleasure. The Charterer warrants not to use, or allow any other person to use the vessel for any other purpose than private pleasure and recreation.

9. Drugs and Aliens. Federal and State laws prohibit the use of any vessel for the transportation of drugs or any controlled substance, or the carrying or passage of any illegal aliens. In addition to possible criminal and civil penalties against the violators, the law permits forfeiture of any vessel which is used in the transport of such substance or people. Should the Charterer, Master/Skipper, crew or guests allow the vessel to be used for such purpose, W.O.I. and insurance underwriters will not be responsible in any way for any expenses of any nature. The Charterer agrees to accept full responsibility for any such acts by any person on the vessel and agrees to reimburse W.O.I. or insurance underwriter for any costs or expense they may incur, including the full value of the vessel if the vessel is forfeited.

10. Night Navigation. The Charterer warrants not to allow the vessel to be underway after sunset or before sunrise.

11. Navigation Limits. The Charterer warrants to navigate only in the United States water contiguous to the State of Vermont and New York.

12. Running Expenses. The Charterer agrees to accept the vessel as delivered and to pay all running expenses during the time of the charter. This includes all dockage fees and charges.

13. Re-delivery and Indemnification. The Charterer agrees to surrender the vessel at the expiration of this charter, free and clear of any indebtedness that may have been incurred for his account during the term of the charter and is **as good condition** and in **as clean** a state as when delivery was taken, fair wear and tear from ordinary use accepted. Fuel tanks will be full and holding tanks empty at the beginning of the charter, the vessel is to be redelivered in the same state at the Charterers expense. Failure of the Charterer to refuel or empty the holding tank will result in additional charges; \$15./day for fuel and \$50./service charge.

The Charterer is responsible for allowing sufficient time for unforeseen contingencies to permit his return at the stated time.

Should the Charterer not make re-delivery to W.O.I. at the time and place stipulated for what ever cause, the Charterer shall be charged for the time that such delivery is delayed, plus losses that W.O.I. may sustain do the delayed delivery, in not being able to meet their Charter Agreement with other Charterers. If the vessel is not returned to W.O.I. and has to be picked up at a location other than W.O.I.'s place of business, the charterer will be charged for the expenses of redelivery.

14. Method of Payment. At the time of booking 25% of the charter is due, by either cash, check or credit card, (unless that amount is less than \$300.00, then the deposit shall be \$300.00). Credit cards honored are Mastercard and Visa. The charter must be paid in full 60 days prior to departure. The security deposit is to be left in the form of either cash, travelers check, or cashiers check at the charter base

15. Cancellation Terms. The Charterer may cancel subject to the following penalty charges: from confirmation to 90 or more days prior to departure: \$200.00 penalty, between 89 and 60 days prior to departure: loss of deposit, less than 60 days prior to departure: no refund.

16. Security Deposit. A security deposit in the amount of \$ _____ is required before this charter can begin, and must be left as set forth in section 14. The security deposit is to pay for lost or broken equipment, service fees, and insurance deductible if applicable. It will be returned to the Charterer ten (10) days after the last day of charter provided no loss or damage has occurred to the yacht or equipment, including the dinghy, and that no other fees are due or charges apply. The Charterer agrees that no suit by W.O.I. is necessary to establish the monetary value of such damages, and hereby agrees that such portion of the security deposit as is necessary shall be forfeit as liquidated damages for any losses, expenses, damages or charges incurred according to this contract.

17. Law Governing and Attorneys Fees. This contract is governed by the laws of the State of Vermont, and it was entered into by; the parties hereto in Chittenden County, Vermont, and any action accruing under this contract is properly brought in Chittenden County, Vermont. The Charterer agrees that if legal action, or any intervention by an attorney, to collect any sums due becomes necessary to enforce any portion of this contract, the Charterer shall be liable for all attorneys fees and costs incurred thereby by the W.O.I. or insurance underwriter.

18. Additional Terms.

- No animals allowed.
- No tobacco in any form may be used within any part of the cabin.
- The operator shall not be under the influence of alcohol while underway and in command of the vessel.
- The Charterer agrees to abide by all laws and regulations pertinent to Lake Champlain.

19. Competency. The Charterer certifies that (s)he is experienced and competent in the handling and operation of an auxiliary powered sailing vessel. The Charterer shall not permit any person not qualified to operate the vessel or any of its equipment.

Agreement and Understanding. The Charterer acknowledges that (s)he has read this agreement and understands all clauses within the Agreement and that (s)he hereby binds him/herself, and his/her heirs, personal representatives, executors, administrators and assigns to this Agreement.

Charterer

Winds of Ireland Representative

Printed Name

Date

Printed Name

Date