



12935 W Bay Shore Drive, Suite 185
Traverse City, MI 49686
231-941-0535

SOLSTICE SAILING, INC
DBA GREAT LAKES SAILING COMPANY

YACHT CHARTER RELEASE AND INDEMNIFICATION

THIS AGREEMENT is made between **Solstice Sailing, Inc., DBA Great Lakes Sailing Company**, a Michigan Company of Traverse City, Michigan (,Solstice Sailing") and,

"Charterer"

(Print Charterer Name here)

RECITALS

A. The vessel owner has appointed Solstice Sailing, Inc. as agent to manage and charter the yacht identified in the below as:

_____ (Yacht Name)

_____ (Yacht Year, Make, Model)

Charter Start: 9:00 am _____ (Date) Charter End: 4:00 pm _____ (Date)

Charter has arranged for a "sleep aboard", 8:00pm, the evening prior to the start date: Yes No

Charter has arranged for an "early start", 2:00pm, prior to the start date: Yes No

Charter has arranged for a "late depart", up to 10:00 am after the End Date: Yes No

Charter is uncertain about the above options and will confirm with the office before the charter start: Yes No

B. The parties desire to enter into this Agreement to charter the Yacht.

NOW, THEREFORE, for the mutual covenants and promises as provided herein, the parties agree as follows:

1. COMPETENCE: The Charterer warrants the accuracy of the sailing resume(s) submitted to Solstice Sailing in connection herewith. The Charterer further warrants that he or the individuals mentioned in the said resume(s) are experienced and competent in the handling and the operation of a craft of the same general size and type as the yacht, and that the individual(s) so mentioned are capable of assuming the responsibilities of Skipper of the Yacht in respect of crew control, practical knowledge of seamanship, navigation, and Rules of the Road so as to safely undertake the charter contemplated.

2. DELIVERY: Solstice Sailing shall make available the yacht to the Charterer for the period specified in the Confirmation. The Yacht shall be available for possession by the Charterer in pursuant to the Confirmation, ready for service the first day of the charter period, provided always that if for any reason the Yacht shall not be available, Solstice Sailing shall be entitled to substitute a Yacht of reasonably equivalent type and size. In the event of such substitution, this agreement shall take effect as if references to the Yacht were references to the Yacht so substituted. Taking Possession of the Yacht by the Charterer shall be deemed to indicate the Charterers acceptance of the Yacht and of its condition. If Solstice Sailing shall be unavailable to deliver the Yacht as herein provided within twenty-four hours from the time of delivery specified herein, then the Charterer shall be entitled by notice in writing to terminate this agreement, whereupon Solstice Sailing shall repay to the Charterer all monies paid to Solstice Sailing. If the Charterer shall refuse or neglect to accept delivery of the Yacht within twenty-four hours from the time when it shall be made available as aforesaid, then unless all payments due to Solstice Sailing hereunder have been paid, Solstice Sailing shall be entitled to charter the Yacht to any third party, or retain the Yacht for its own use, but without prejudice to its right to receive payment from the Charterer in accordance with the terms hereof as if the Yacht had remained at the disposal of the Charterer throughout the charter period.



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3. CHARGES: The Charterer shall pay to Solstice Sailing charges in the amounts and at the times specified in the Confirmation. In the event Charterer does not pay to Solstice Sailing all of the monies pursuant to the Confirmation, Solstice Sailing may, at its sole discretion, cancel the charter and retain all monies paid.

Cancellations:

- Cancellations **more than** 60 days before your charter start: Your deposit will be applied to another date to charter the current season or to the next charter season on the same boat for the same charter duration. When rescheduling, your deposit will be applied to your next charter. If you do not exercise your charter that same season or by the end of the following season, your deposit and/or balance will be forfeited.
- Cancellations **less than** 60 days before your charter start: Your total payments (deposit and balance) will be forfeited. If we can rebook the dates previously reserved, we will refund accordingly less a 25% processing fee.
- If you re-confirm your charter and have to cancel a second time, your deposit and/or balance will be forfeited.
- Weather - we do not consider inclement weather a reason for canceling or rescheduling a charter. With early or late season charters when there are more available yachts and dates, we can be flexible on this policy and will try to accommodate you as best we can.

We highly recommend that you get trip insurance.

Trip insurance is affordable, easy to get and will reimburse you if you have to cancel per the terms of the trip insurance agreement. Please look into this as we will not make exceptions to the cancellation policy.

Damage Deposit

- The charterer is required to pay a refundable Damage Deposit against any damages or loss that might occur during charter. The damage deposit amount is applicable per incident. EG: if a charterer is responsible for several incidents that cause damage that are not related, each incidence is subject to the maximum damage deposit amount. A temporary hold will be placed on a credit card or we can accept cash, a money order or cashier's check (sorry, no personal checks for Damage Deposits). The Damage Deposit will be refunded to you within 14 days of the charter end pending any damages incurred, if any. An additional \$1000 is required for boats that cruise the waters of the North Channel and Door County, Wisconsin.

_____ **By initialing here, Charterer authorizes Solstice Sailing, Inc. (Great Lakes Sailing Co.) to hold \$2000.00 (two thousand dollars) for sailboat charters or \$3,000.00 (three thousand five hundred dollars) for power boats per incident against any damages that might be incurred during charter on the same credit card the charterer used to confirm the charter booking. An additional \$1000 is required for boats that cruise the waters of the North Channel and Door County, Wisconsin.**

Charterer may be responsible for, but not limited to, damage to the vessel or any loss or liability incurred by Solstice Sailing or the Owner by any reason of any breach of the terms of this agreement.

4. RUNNING EXPENSES: The Charterer agrees to accept the Yacht delivered as herein before provided and to pay all running expenses during the time of chartering, including food, fuel, stove fuel, water, and other consumable stores, pilotage, port charges and provisions and supplies for himself and party.



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5. RESTRICTIONS ON USE: The Yacht shall only be sailed by individuals on the resume' submitted to Solstice Sailing by the Charterer. The Yacht shall be used exclusively for private pleasure purposes by the Charterer and members of his party. The Yacht shall not be used to transport merchandise or carry passengers for hire or engage in any trade, competition or racing. That Charterer recognizes the operation or "making way" of the vessel **after dark** is strictly prohibited. Additionally, operation of the vessel while intoxicated, under the influence of a controlled substance, or in possession of a control substance is strictly prohibited. The Charterer shall ensure that the Yacht shall at all times comply with all relevant laws of all jurisdictions within which the Yacht may be at any time during the charter period.

The Charterer shall also ensure that the Yacht is at all times operated in a seamanlike manner with due regard being paid to the preservation of the Yacht and its equipment and in accordance with any written policies or procedures or instructions given to the Charterer or any other member of his party, by Solstice Sailing.

6. INSURANCE: The Yacht is insured against fire, marine inclusion risks and with Protections and Indemnity coverage but subject to a physical damage deductible clause. The Charterer is responsible for damage or loss to the charter vessel not to exceed the amount of the Damage Deposit paid by the charterer, regardless of fault. Beyond that amount, the Charterer is relieved of any liability for such loss or damage, if it is covered by insurance, but in case of any accident or disaster, the Charterer must give the Owner or Solstice Sailing prompt notice of the same. **The Dinghy and or motor are NOT covered by either the charter vessel insurance policy, security deposit or the collision damage waiver.**

The Charterer shall comply with and be bound by the terms, conditions and limitations of the said policies, and shall cooperate with Solstice Sailing in the event of any claim or suit. In the event of any loss, accident, breakdown or disaster, the Charterer shall give immediate notice of the same to Solstice Sailing. In such an event, the Charterer shall take all steps reasonably possible to preserve the Yacht and its equipment, but shall not attempt to make any repairs, personally or by professionals, of major significance without specific authorization by Solstice Sailing. The Charterer shall be responsible for the amount deductible in respect of any claim on the hull insurance policy. Solstice Sailing and the Owner of the Yacht accept no responsibility in the respect of loss, accident, breakdown or disaster beyond the risks covered by the insurance specified herein and the Charterer agrees to hold harmless Solstice Sailing, its officials, agents and employees and the said Owner from any and all loss or liability for injury or damaged caused to any person or property in connection with the Yacht. Without prejudice to the generality of the foregoing, the Charterer specifically agrees to assume all responsibility and liability for, and to indemnify Solstice Sailing, its officials, agents, and employees and the said Owner in respect of any accidents, injuries, or death. Furthermore, Solstice Sailing and the Owner accept no responsibility for any allegedly defective condition of the Yacht and no warranty, implied or otherwise, with respect to the Yacht, related equipment or anything supplied including, but not limited to, any outboard motor, dinghy, fuel, water, ice or provisions. Any questions or concerns about insurance coverage or policy terms regarding the vessel can be directed to Global Marine Insurance 800-748-0224.

7. RETURN OF THE YACHT: The Charterer shall deliver the Yacht to Solstice Sailing on the last day of the charter period with all equipment aboard, free and clear of any indebtedness or liens incurred by the Charterer, clean and in the same condition as that in which it was received, normal wear and tear from ordinary usage accepted. If for any reason the Yacht is not delivered as aforesaid, the Charterer shall pay losses sustained by Solstice Sailing resulting from such delay including part or whole of the charter fee for the next succeeding charter.

In the event that the Charterer shall leave the Yacht at any other location other than that specified in this agreement, he/she shall be liable for delivery costs to the location so specified in addition to any other loss by Solstice Sailing.

8. GOVERNING LAW: This agreement and the relationship of the parties shall be construed and interpreted pursuant to the laws of the State of Michigan. In the event of a dispute arising between the parties with respect to this Agreement, such dispute shall be referred to three (3) arbitrators: one (1) arbitrator, chosen by each party, and the third (3rd) arbitrator chosen



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by the other two (2) arbitrators. The decision, in writing, signed by at least two (2) of the arbitrators, shall be final and binding upon all parties. The expense in connection with any such arbitration shall be divided equally between the parties.

INDEMNIFICATION

READ THIS BEFORE CONTINUING:

Boats, like everything else in this modern world, are more complicated and are equipped with more amenities and non-essential accoutrements than ever before (flat screen TV, bow thruster, auto pilot, electric winches, etc). It is often impossible for us to predict when these will fail. We do not consider the malfunction of a non-essential component reason for immediate service nor will it automatically constitute a refund or change of boats. Equipment failures happen beyond our control and an experienced boater will understand this and continue to enjoy the sailing experience.

THE ISLAND CLAUSE:

In the event of a breakdown or equipment failure on Beaver Island, Mackinaw Island or any location not readily accessible by car, we do not offer expedited service for repair. It is very, very important that you thoroughly double check your vessels systems (battery charging, rigging, sails, heads, etc) before you leave for a remote location. If you get to an island and then call for service, you may end up waiting several days and compensation may not always be an option. In summary, before you head off to an island, double check your vessel systems. If you find or suspect there's an issue with your vessel and you are still at a mainland port, we will do everything in our ability to be preventative and expedite the repair but we can't expedite a repair when you are on an island. Worse case scenario you may have to settle in and stay on the island for a few days awaiting service. This is rare and unlikely but it has happened. So unless you're ok with this, stay to the mainland ports.

RECITALS

- A. Solstice Sailing is in the business of chartering sailing yachts to individuals for recreational purposes.
- B. Skipper has provided a resume' of his/her sailing experience to Solstice Sailing, and Solstice Sailing is relying on said resume' in allowing Charterer to charter one of its vessels.
- C. Solstice Sailing and Charterer have entered into a Charter Rental Agreement, which agreement is specifically incorporated by reference.
- D. It is the desire of both Solstice Sailing and Charterer to enter into this agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows;

1. The Charterer has chartered and/or captained a sailing yacht similar to the yacht being chartered and represents to Solstice Sailing that Charterer has sufficient expertise and the capability of safely operating the vessel under any and all conditions, which may arise.
2. That Charterer recognizes the operation or "making way" of the vessel after dark is strictly prohibited. Additionally, operation of the vessel while intoxicated, under the influence of a controlled substance, in possession of a controlled substance, or racing is strictly prohibited and subject to immediate termination of Charter. Incidences related to these items may not be covered by insurance claims.



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3. That Charterer is further aware that weather and other conditions beyond his/her control can and do, rapidly change.
4. That Charterer acknowledges that he/she has been given adequate and sufficient warnings as to the inherent and potential dangers associated with the operation and use of the vessel, and assumes any and all risk associated with its use and operation.
5. Solstice Sailing does agree that if, after reading this agreement Charterer requests, Solstice Sailing shall supply a licensed captain for the benefit of Charterer at an additional charge, prior to the chartering of the vessel.
6. That Charterer has fully inspected the sailing vessel which he/she is chartering, and is fully aware of its present condition and accepts the yacht in its present condition as is.
7. That Charterer agrees to notify any and all of his/her guests who may come onboard the vessel during the term of Charterers agreement with Solstice Sailing, of all inherent and potential dangers associated with the use and enjoyment of the vessel. It is further agreed that all guests on the vessel shall be the invitees of the Charterer, and they shall be further informed, that neither Solstice Sailing nor the owner of the vessel shall owe any duty of any kind or nature.
8. The Charterer and his/her heirs, executors, administrators, successors, or assignees, do hereby expressly stipulate and agree to release, indemnify and hold forever harmless, Solstice Sailing (except as to Solstice Sailing's own gross negligence) against any and all claims, demands and actions of any kind or nature, which may hereafter at any time be made or instituted against Solstice Sailing, its successors, assigns, employees, officers, directors, principals, and agents against any and all action, causes of action, debts, dues, claims and demands of every kind or nature, both at law and in equity, which may now or at any time in the future, arise or be associated with the operation and/or use of the sailing vessel, and does further agree to reimburse or make good any loss, demand or cost including reasonable attorney's fees, which Solstice Sailing, its successors, assigns, employees, officers, directors, principals or agents may have to pay if any litigation arises from any such claim or action.
9. The laws of the state of Michigan shall govern any and all actions and the interpretation of the provisions of this agreement.

Charterer has agreed to the terms of the Charter Contract and the Release and Indemnification:

Charterer

(Signed)

(Date)

(Printed Name)