

SKIPPER / HOSTESS HIRE AGREEMENT

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|------------|-----------------|--|
| Yacht type | Charter period | |
| Yacht name | Start/end ports | |

TERMS & CONDITIONS

- 1) All Parties acknowledge to have read and understood the terms and conditions of the Charter Party for chartering the yacht and shall make sure to comply with those terms and conditions and with all applicable Law. Delivery and re-delivery of the yacht shall be performed by Skipper who is hereby duly authorized by Charterer to perform all procedures and sign all documents on his behalf.
- 2) At a suitable moment, once the Charterer and his party have joined the yacht, the Skipper should deliver a short briefing, in which he explains the basic safety procedures and other issues of concern. These may include, but are not limited to, use of her yacht and equipment, general safety and security onboard, emergency equipment and procedures, the use of water sports equipment, smoking, drugs prohibition, children safety and supervision, proper conduct when in port. This should also include details of any local laws/ restrictions as necessary.
- 3) The Skipper is responsible for the navigation of the yacht, mooring, anchoring and maneuvering and for keeping the deck and cockpit of the yacht in good, clean and fully functional condition, also for managing the refilling of water and fuel of the yacht and of the outboard engine and for processing port formalities, all on Charterer's expense. Other tasks such as interior cleaning, cooking, etc. are not part of Skipper's obligations. Charterer warrants that he or another member of his crew possess required seamanship and competence in sailing for this trip and shall assist when necessary the Skipper with sailing / anchoring / berthing / mooring the yacht, by following the instructions and guidance given by the Skipper. As required by Maritime Law and the rules of good seamanship worldwide, Charterer shall ensure that himself and all passengers aboard will at all times comply with all safety instructions as announced by the Skipper.
- 4) Unless otherwise agreed, Skipper shall navigate the yacht for up to a maximum of 6 hours daily. The Skipper should never leave the yacht unattended and should stay alert during day and night to ensure the safety of all crew and material into account. Skipper shall never enter and leave ports under sail but exclusively motoring, however he shall use the sails of the yacht as much as possible unless the Charterer wishes to motor or wind conditions do not allow sailing at all.
- 5) Skipper shall consult with Charterer for the desired sailing itinerary and will always make best effort to satisfy the Charterer's leisure requirements but does not warrant feasibility of itinerary for all cruises and passages within the cruising area. Safety and comfort of all persons aboard shall be of primary concern and Skipper will at all times ascertain the nautical skills, physical condition and capability of all persons aboard together with the prevailing and forecasted sea and weather conditions so as to decide on itinerary and on whether to spend any night at anchor in bay or berthed at port. Skipper is however bound to provide Charterer with reasonable evidence and explanation of his decisions, then mutually agree on an alternative plan with Charterer.
- 6) Skipper and Hostess/Steward duties are not to be confused with those of a "guide" or local "host" but they should both respond to the best of their knowledge to any Charterer's request for tourist information and share all knowledge they happen to have (such as interesting anchorages, sights and spots, museums, restaurants, nightlife, attractions, water sport centers etc.).
- 7) Charterer assumes full responsibility for all crew and materials into account, shall care for the yacht as his own and remain liable for damages that he or the rest of the passengers may cause to the yacht, her equipment or inventory, but Skipper shall be responsible for all damages caused while sailing, motoring, anchoring, mooring and maneuvering the yacht on condition that such are attributed to his own acts or omissions either willful or negligent.
- 8) Hostess / Steward shall do the daily shopping and prepare and serve each day breakfast and a light meal (lunch or dinner). Provisions shall be made and meals will be prepared so as to meet the

preferences declared by the Charterer in advance, to the extent permitted by local market availability of items, paying careful attention to all special nutritional needs and restrictions set by the Charterer (such as vegetarian restrictions, gluten tolerance, type of meat, wine picking, etc.). Hostess / Steward will assist skipper in all of his duties under his instructions and shall take care of cleaning of communal areas of the yacht daily.

- 9) Children have to be under the supervision of an adult or nanny of the charter party at all times and neither Skipper nor Steward/Hostess are intended to provide children supervision or nanny services. Any additional services provided by the hostess should be agreed in advance.
- 10) All food and drinks are on Charterer's expense, including food & drinks for Skipper and Hostess/Steward which are to be provided by Charterer. Charterer shall provide the Skipper and Hostess/Steward with sleeping cabin/berth and shower/toilet use to be designated to them onboard.
- 11) Skipper and Hostess/Steward will make best effort to provide Charterer and his party with privacy aboard and perform their professional duties with discretion and professionalism.
- 12) Skipper's and Hostess/Steward's fees will be delivered by Charterer, on spot, prior to embarkation, to Stakeholder's charter base manager.
- 13) Charterer acknowledges that he has requested from Octopus Yachting to locally assist him in finding and hiring a skipper and/or hostess and that neither Brokers nor the Owner of the yacht have any liability or other responsibility arising from the performance of skipper and Hostess/Steward services or under any provisions of this agreement.
- 14) Skipper and Hostess/Steward acknowledge they are at all times responsible for the collection, withholding, remittance and payment of the applicable taxes due on the total amount of the service price to the relevant tax authorities and that that neither Brokers nor Owner of the yacht act as sellers of their services

Charterer

Name: _____

Signature: _____

Skipper

Name: _____

Signature: _____

Hostess/Steward

Name: _____

Signature: _____