



Please take a moment to carefully review and sign the Cancellation Policy & Charter/Skipper Responsibilities.

CANCELLATION POLICY

A reservation deposit is required to secure your charter. The balance is due 45 days prior to the start of the charter. If the charter is cancelled more than 90 days prior to your departure date, then your deposit is fully refundable. If between 89 days and 45 days prior to the charter start, a fee of \$100 will be charged for boats 29' to 39' and \$150 for yachts 40' to 50' and all catamarans. If the charter is cancelled between 44-15 days prior to the charter's inception, a cancellation fee of \$500 for all yachts will be charged. If a charter is cancelled 14 days or less prior to departure, there will be no refund. There will be a \$50 rescheduling fee if the charterer elects to move the charter in lieu of cancellation; this is subject to availability of another similar yacht and must be more than 15 days prior to departure.

No charters will be cancelled or rescheduled due to inclement weather or rain. However, if a named windstorm occurs rescheduling is permitted at no charge.

CHARTER / SKIPPER RESPONSIBILITY

Responsibility

As the charterer/skipper of a bareboat charter vessel you are accepting full responsibility for the vessel and its passengers. Even if you have hired a captain to skipper the vessel, you are still the one who is responsible for the vessel and passengers. You must remain on board at all times if the vessel is underway, operate the vessel in a safe and lawful manner at all times, handle all on-water situations that may arise, and return the vessel to its slip in the same condition as which it was received, by the termination of the charter period, in accordance with the charter agreement. You are responsible for any damage or loss to the vessel, regardless of fault. In the case of gross negligence you will be held liable for any loss or damage in excess of the HDW. The insurance policy limits the sailing area of this vessel to the NEWPORT, RI, Buzzard Bay, Martha's Vineyard, Nantucket and surrounding waters during daylight hours only.

Problems

Although breakdowns and accidents are uncommon, they do occasionally occur. If you experience engine or equipment problems, which require immediate attention, contact Bluenose Yacht Charter first for advice or authorization prior to making any repairs.

Contact numbers can be found in your “Arrival” folder. If unable to contact BYC first, take any action necessary to ensure the safety of your passengers and vessel. If you require a tow or assistance on the water, contact BYC for authorization and advice prior to arranging the service. If unable to reach BYC and your situation requires immediate service for the safety of your passengers or vessel, or if the service is required due to a problem of your own fault you may arrange the service and notify BYC as soon as possible.

Illegal Drugs

The possession of illegal drugs or drug paraphernalia aboard this vessel is strictly prohibited. Violation will be cause for immediate termination of the charter and prosecution under federal authorities, and incarceration of the captain and passengers.

Holding Tanks and Fuel

You will be briefed on the proper operation of the marine toilet during your checkout. It is your responsibility to instruct all passengers in the proper operation. A marine toilet can very easily become blocked if used improperly.

The minimum charge to clear a blocked head is \$160.00

RI State law requires the use of holding tanks. You are responsible for pumping out your holding tanks during your charter and at the end of the charter. If you are not familiar with this process please ask your checkout person to explain.

The charge for BYC to pump out is \$50.00 labor, plus cost of pump-out.

As the approved skipper for the vessel chartered, I understand that I am responsible for the instruction to all crewmembers on the proper operation:

- securing all lines and fenders
- raising and lowering sails
- flaking and sail cover installation
- roller furling systems, jib, and main if applicable
- winch handling and easing out sheet lines
- proper trimming of the sails
- reefing the sails
- setting anchor, including all types on board
- with the right amount of scope
- windlass
- location of equipment
- BBQ grill
- propane tanks
- manual bilge pump
- on board instruments
- boat handling and rules of the road
- engine starting procedures and RPM max.

- gas stove
- water pressure pump and switching water tanks
- marine heads
- marine radio and distress calls
- A/C units and any other systems on board
- location of PFDs
- location of fire extinguishers

The skipper is responsible for the safety of the crew and the condition of the vessel at all times even when not on board

Sleepaboards will only commence from 4:00pm pm the day of the sleepaboard, at the marina.

Charters commence at 8:30am and terminate at 5:00pm, unless booked as a Mid-Week Special with a Monday noon start and Friday noon finish.



Cancellation Policy & Charter/Skipper Responsibilities accepted by the client:

This document must be received 14 days prior to the start of your charter, failing with any errors or omissions will not be Bluenose Yacht Charters, its employees' or servant's error.