**Yacht Delivery Contract**

This agreement is made and entered into on this month \_\_\_\_\_\_\_\_\_\_\_ and day of \_\_\_\_\_\_\_ 20\_\_\_\_\_\_\_ between

Owner’s/Agent’s Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Owner’s/Agent’s Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Vessel Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Flag State \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Registry Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Port of Registry \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Call Sign \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

and

Captain’s Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Captain’s Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**1. Agreement**

Owner agrees to retain the services of the Captain to deliver or operate aforesaid vessel

from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Port of Departure)

to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Destination Port).

**2. Definitions**

*Delivery:* Assuming command of the vessel, without passengers, only for the purpose of moving her on her hull.

*Delivery fee:* set forth in “Terms” below. The delivery fee is quoted on a per day basis and applies from the time the Captain leaves his/her residence until the time he/she can expeditiously return to home from the delivery. The delivery fee is applicable whether the vessel is at sea, or delayed due to weather, mechanical or unforeseen circumstance.

*Expenses:* Expenses are defined as food, fuel, oil, supplies, customs and immigration fees, port fees, housing, emergencies or transportation whether local or to and from the point of departure and of destination for the Captain. All estimated expenses applicable to the delivery of the said vessel; including but not limited to those set forth above; will be advanced by the Owner as set forth in paragraph 6 herein.

**3. Terms**

Owner shall pay the Delivery Fee of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Agreed Daily Rate) per day whether or not underway, plus expenses and travel costs. Estimated expenses shall be paid to the Captain in advance as set forth in Paragraph 6 herein. Estimated operation time is \_\_\_\_\_\_\_\_\_\_ (Estimated Length of Voyage) days from departure of Captain’s home base until return to same, provided there are no unexpected delays or interference. This includes general inspection and familiarization time.

50 % of fee will be paid prior to Captain’s departure to vessel. The remaining fee will be paid to Captain on completion of safe delivery. Payment shall be made in \_\_\_\_\_\_\_\_\_\_\_\_\_ (currency) and must be cleared prior to departure.

Note: If the delivery takes longer than estimated in this agreement, the overtime of the Captain shall be paid at the per day rate established above. If the delivery takes less time, the pro rata will be returned to the Owner promptly by the Captain.

**4. Crew**

Crewmembers, required in addition to the Captain, will be retained by the Captain to assist in the delivery of said vessel. The Captain will have the responsibility for recruiting adequate Mate and Crewmembers. The Crew’s wages shall be included in the daily Delivery Fee, and payment to crew is the responsibility of the Captain.

**5. Inspection and Equipment Failure**

The Owner and a Surveyor of his nomination represent the vessel to be sea worthy. However, if upon inspection and preparation or en route (underway), mechanical, electronic, electrical failure, loss or damage occurs or has occurred to said vessel or its equipment which, in the Captains’ judgment, hinders her ability to make or continue a safe voyage, the Owner must correct it, or authorize corrective action, at the Owner’s expense. The voyage may be terminated by the Captain if, in the Captain’s judgment, the vessel is considered unsafe, then he will be paid the daily fee plus all expenses incurred including return air/ground fare to his home base. All remaining monies advanced in excess of what be due to him will be returned to the Owner, or his agent, by the Captain.

**6. Expense Money**

The preferred method to handle predicted expenses (such as fuel) is to provide the Captain with an owner’s credit card and authorization for its use for predicted expenses (such as fuel and dockage). Unexpected expenses (such as repair parts or authorization for maintenance), must be agreed upon in advance of the expenditure.

Alternately adequate expense money will be made available in cash in the amount of (Agreed Amount) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in advance of the proposed departure of said vessel. The Captain will submit an itemized expense report with receipts, petty cash slips and invoices, where procurable, as basis for final accounting to the Owner.

If the expenses exceed the amount of the advance, then the Owner will provide funds to cover the deficiency. If the voyage exceeds the estimated days, the Owner will provide the additional funds at an intermediate stop or at the conclusion, whichever is feasible first. If the journey takes less time than estimated, the Captain will promptly refund any monies due to the Owner.

**7. Marine Insurance**

An insurance policy will be provided by the Owner, with the Captain and Crew included as additionally insured parties to cover possible liabilities including, but not limited to, damages to the vessel and all expenses related to injuries and/or sickness to the Captain and/or Crew. Coverage shall also include public liability and property damage. A copy of the policy will be faxed to the Captain for review. Resumes showing experience and qualifications of the Captain, Mate, and each Crew will be made available by the Captain to both the Owner and the Insurers.

**8. Hold Harmless**

The Captain is not responsible for normal wear and tear, nor for equipment failure under prudent operation consistent with established practices, nor for loss resulting from acts of God (i.e.: Lightning, Hurricanes, etc.) The Captain is not responsible for losses due to acts of war, piracy, government’s actions, or insurgencies, nor for damage to the vessel or injuries to the Crew, nor for the termination of the delivery caused by practical consequences from any of the above.

**9. Illegal Activities**

All obligations of the Captain under this agreement will become null and void if the said vessel is engaged in any illegal activity. The Captain and Crew will uphold the law, report such activities and support the authorities conducting any investigation whether on land or on the high seas.

**10. Rules of Responsibility**

That the Owner, his guests and supplied Crew will adhere to Rules of Responsibility as outlined by the Captain. These will include, but not be limited to:

1. No consumption of alcoholic beverages while vessel is underway.

2. No smoking in the interior spaces.

3. Carry no contraband (including alcoholic beverages) onboard vessel.

4. Wearing of life vest or PFD between during the hours of sunset and sunrise while on deck, and in rough seas and other conditions as determined by the Captain.

5. Follow all reasonable instructions issued by the Captain.

**11. Addendum**

A. That adequate berthing quarters will be available to the Captain and crew for the duration of the delivery.

B. That currently certified and dated lifesaving devices will be onboard vessel prior to departure (i.e.: SOLAS 4-6 person life raft, lifejackets, EPIRB, SSB, VHF). If out of date, items will be acquired at Owner’s expense.

**Signed:**

Owner/Agent\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_

Captain \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_

**Post Delivery Statement (to be completed at end of delivery)**

This vessel has been delivered to the port of destination/marina/agent per the Captain’s instructions. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_

The vessel has been delivered to its final destination in good condition. The Captain has been paid in full and holds no claim to the above-named vessel or its Owner.

Captain \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_