

MYBA CHARTER AGREEMENT

PAGE ONE
OF TEN



E-CONTRACT N°

NAME OF VESSEL :

Port of Registry:

Flag:

Type :

Length:

This Date:

and Place:

Between the Undersigned Parties it has been Agreed as Follows

OWNER:

ADDRESS:

CHARTERER:

ADDRESS:

BROKER:

STAKEHOLDER:

MYBA ID:

MYBA ID:

CHARTER PARTICULARS

CHARTER PERIOD:

From: Hrs on

To: Hrs on

PLACE OF DELIVERY:

Cruising area:

Maximum number of guests sleeping () and cruising () on board

Crew consisting of:

PLACE OF RE-DELIVERY:

CHARTER FEE:

Plus: Advance Provisioning Allowance (A.P.A.) (see Clause 8):

Delivery/re-delivery fees:

Security Deposit (see Clauses 16 & 17):

To the following Broker's Clients' Account and it shall be deemed paid only when cleared:

SIGNATURES

The OWNER and CHARTERER accept that Clauses 1-31 inclusive form part of this Agreement which consists of ten pages plus any Conditions on the following page or Addenda attached.

This Agreement may be executed in two or more counterparts each of which together shall be deemed an original but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by email (PDF, JPEG or similar format), such signature shall create a valid and binding obligation upon the party executing (or on whose behalf such signature is executed) with the same force and effect as if such signature page were an original thereof regardless of the jurisdiction in which the Agreement originates.

OWNER: DATE:

FOR AND ON BEHALF OF:

FULL NAME OF SIGNATORY:

CHARTERER: DATE:

FOR AND ON BEHALF OF:

FULL NAME OF SIGNATORY:

STAKEHOLDER: DATE:

FOR AND ON BEHALF OF:

BROKER: DATE:

FOR AND ON BEHALF OF:

MYBA CHARTER AGREEMENT

PAGE TWO
OF TEN

E-CONTRACT N°004018482504221930 *



SPECIAL CONDITIONS



© Copyright MYBA The Worldwide Yachting Association - Produced by MYBA and adopted by the American Yacht Charter Association.
Charter Agreement Revised 2025 - MYBA will not be responsible for any abuse or misrepresentation of this Agreement.

The OWNER and CHARTERER accept that Clauses 1-31 inclusive form part of this Agreement which consists of ten pages plus any Conditions shown above or Addenda attached. Signed and legible email copies of this Agreement shall be binding.

PLEASE INITIAL : OWNER : CHARTERER :

*Check this is a genuine MYBA E-Contract using the serial number validator online at <https://myba-econtract.portal.mybaassociation.com>

CLAUSE 1 AGREEMENT TO LET AND HIRE

The OWNER agrees to let the Vessel to the CHARTERER and not to enter into any other Agreement for the Charter of the Vessel for the same period.

The CHARTERER agrees to hire the Vessel and shall pay the Charter Fee, the APA, the Delivery and/ or Re-Delivery Fee, the Security Deposit, and any other agreed charges, in cleared funds, no later than the due date(s) on Page One of this Agreement and to the account nominated in writing by the Broker or the Stakeholder.

If the CHARTERER is a legal entity, it shall nominate in writing to the other Parties prior to the start of the Charter the individual amongst the Guests who shall be considered as the "Principal Charter Guest" during the Charter and from whom instructions may be taken by the Captain together with KYC Documents in respect of that individual (including evidence of that individual's relationship with the legal entity).

CLAUSE 2 DELIVERY

The OWNER shall at the beginning of the Charter Period deliver the Vessel free of encumbrances to the Place of Delivery in compliance with its Flag State requirements and the CHARTERER shall take delivery in full commission and working order. The Vessel shall be insured, seaworthy, clean, in good condition throughout and ready for service, with full equipment, including up-to-date safety and lifesaving equipment (including life jackets for children if any are carried in the CHARTERER's Party), as required by the Vessel's Flag State and fitted out as appropriate for a Vessel of her size and type and enabling the CHARTERER to use the Vessel in the Cruising Area as set out in this Agreement. The OWNER does not warrant her use and comfort in bad weather conditions for all cruises or passages within the Cruising Area.

CLAUSE 3 RE-DELIVERY

The CHARTERER shall re-deliver the Vessel to the OWNER at the Place of Re-Delivery free of any debts incurred for the CHARTERER's account during the Charter Period and in as good a condition as when delivery was taken, except for fair wear and tear arising from ordinary use and/or damage resulting from acts or omissions of the crew and/or third parties for which the CHARTERER is not responsible. The CHARTERER may, if he wishes, re-deliver the Vessel to the Place of Re-Delivery, and disembark prior to the end of the Charter Period but such early re-delivery shall not entitle the CHARTERER to any refund of the Charter Fee.

CLAUSE 4 CRUISING AREA

- The CHARTERER shall restrict the cruising of the Vessel to within regions in the Cruising Area in which the Vessel is legally permitted to cruise. The CHARTERER shall also restrict time under way to an average of six (6) hours per day, unless the Captain, at his sole discretion, agrees to exceed this time.
- While the Captain and/or Broker will make all reasonable efforts to accommodate the CHARTERER's request for a berth, it is understood that the Captain and/or OWNER and/or Broker and/or Stakeholder (if applicable) cannot be held liable for the non-allocation of a berth.

CLAUSE 5 MAXIMUM NUMBER OF PERSONS - RESPONSIBILITY FOR CHILDREN - HEALTH OF THE CHARTERER'S PARTY

- The CHARTERER shall not at any time during the Charter Period permit more than the Maximum Number of Guests Sleeping or Cruising on Board plus, at the sole discretion of the Captain, a reasonable number of visitors whilst the Vessel is securely moored in port or at anchor, or as permitted by the Flag State.
- If children are taken on board, the CHARTERER shall be fully responsible for their conduct and entertainment and no member of the Crew shall be held responsible for their conduct or entertainment.
- The nature of a charter may render it uncomfortable or unsuitable for anybody with a physical disability or undergoing medical treatment. By signature of this Agreement, the CHARTERER warrants the medical fitness of all members of the CHARTERER's Party for the voyage contemplated by this Agreement. The CHARTERER and the CHARTERER'S Party undertake to have all necessary visas and vaccinations for the countries to be visited.

CLAUSE 6 CREW

- The OWNER shall provide a Captain qualified in accordance with the Vessel's Flag State requirements and acceptable to the insurers of the Vessel. The OWNER shall also provide a suitably qualified and properly trained Crew. No member of the Crew shall carry or use any illegal drugs on board the Vessel or keep any firearms on board (other than those declared on the manifest), and the Captain and Crew shall comply with the laws and regulations of the Flag State and any country into whose waters the Vessel shall enter during the course of this Agreement.
- It is understood that the Crew are entitled to a minimum amount of rest in accordance with applicable international laws and conventions and the Vessel's Code of Practice, which includes the Maritime Labour Convention (MLC) 2006, as amended.

CLAUSE 7 CAPTAIN'S AUTHORITY AND RESPONSIBILITIES

- The OWNER shall ensure that the Captain shows the CHARTERER the same attention as if the CHARTERER were the OWNER. The Captain shall comply with all reasonable orders given to him by the CHARTERER regarding the management, operation and movement of the Vessel, wind, weather, and other circumstances permitting. The Captain shall not, however, be bound to comply with any order which might, in the reasonable opinion of the Captain, result in the Vessel moving to any port or place that is not safe and proper, or might result in the CHARTERER failing to re-deliver the Vessel upon the expiration of the Charter Period, or would, in the reasonable opinion of the Captain, cause a breach of Clause 13 and/or any other clause of this Agreement. Further, without prejudice to any other remedy of the OWNER, if in the reasonable opinion of the Captain, the CHARTERER or any of his Guests fail to observe any of the provisions in Clause 13 and if such failure continues after the Captain has given a due and specific warning to the CHARTERER and Broker in writing in respect of the same, the Captain shall inform the OWNER, the Broker and the Stakeholder, and the OWNER may terminate the Charter forthwith or instruct the Captain to return the Vessel to the Place of Re-Delivery and upon such return the Charter Period shall be terminated. The CHARTERER and his Guests shall disembark, the CHARTERER having settled all outstanding expenses with the Captain beforehand and the CHARTERER shall not be entitled to any refund of the Charter Fee.
- With particular regard to the use of watersports equipment, the Captain shall have the authority to exclude the CHARTERER or any or all of his Guests from the use of any particular watersports equipment if they are unsafe, or behaving in an irresponsible manner, or are under the influence of alcohol, or are failing to show due concern for other persons or property when operating this equipment.
- Failure or delay to enforce any of the provisions of this Agreement, shall not in any manner be construed to be a waiver of any of the OWNER and/or the Captain's rights.

PLEASE INITIAL :

OWNER :

CHARTERER :



NOTIFICATIONS BY THE CAPTAIN

The Captain shall immediately notify the Broker and Stakeholder of any breakdowns, disablements, Crew changes, accidents, or other significant incidents that occur during the Charter Period

CLAUSE 8 OPERATING COSTS AND APA

The Charter Fee includes the charter of the Vessel with all its equipment in working order; tools; stores; cleaning materials and basic consumable stores for engine room, deck, galley, and cabins; laundry of ship's linen; the Crew's wages, uniforms, and food; the insurance of the Vessel and Crew as per Clause 16.

The CHARTERER will pay, at cost, for all other expenses via the APA. The APA is CHARTERER's funds held on account to be used by the Captain to provision the Vessel, make arrangements for the Charter and pay Charter expenses accrued on behalf of the CHARTERER, including but are not limited to; shoreside transport, fuel for the main engines and generators, fuel for tenders and water sports equipment, food and all beverages for the CHARTERER'S Party, berthing dues and other harbour charges including pilot's fees, local taxes, diver's fees, customs formalities and any charges for waste disposal, charges for water and electricity taken from shore, ship's agents' fees where applicable, personal laundry, Charter Party communications and internet use and hire or purchase costs of any special equipment or staff placed on board at the CHARTERER's request.

Payment for extraordinary expenses such as special requirements, excursions or any other expenses not customarily considered part of the Vessel's operating costs may be required to be paid, via the Broker's account in advance or to the Captain on boarding, in addition to the APA.

Having paid the APA via the Broker's account, the CHARTERER shall be advised by the Captain, at intervals, as to the disbursement of the APA and shall, if the balance remaining becomes insufficient in the light of current expenditure as supported by receipts, pay to the Captain a sufficient sum to maintain an adequate credit balance. The OWNER shall ensure the Captain will exercise due diligence in the expenditure of the APA. Any charges or fees related to the transfer of the APA to the Vessel are for the CHARTERER's account. Exchange rates, if applicable, cannot be guaranteed.

Prior to disembarkation at the end of the Charter Period, the Captain shall present to the CHARTERER a detailed account of expenditure of the APA, with as many supporting receipts as possible, and the CHARTERER shall pay to the Captain any shortfall in the APA or the Captain shall repay to the CHARTERER any surplus in APA without delay in the particular circumstances, as the case may be.

The CHARTERER should therefore ensure that he has sufficient funds available to cover all foreseeable expenses or arrange to deposit additional funds with the Broker.

CLAUSE 9 DELAY IN DELIVERY AT THE START OF THE CHARTER PERIOD

a. If, by reason of *force majeure*, the OWNER fails to deliver the Vessel to the CHARTERER at the Place of Delivery at the start of the Charter Period and delivery is made within forty-eight (48) hours of the start of the Charter Period, or within one-tenth (1/10th) of the Charter Period, whichever period is the shorter, the OWNER shall pay to the CHARTERER, a refund of the Charter Fee at a pro-rata daily rate, such sum to be deducted from the Charter Fee and paid by the Stakeholder to the CHARTERER before disbursement of the Charter Fee to the OWNER in accordance with Clause 20, or if it is mutually agreed the OWNER shall allow a pro rata extension of the Charter Period.

FAILURE TO DELIVER AT THE START OF THE CHARTER PERIOD

b. If by reason of *force majeure* the OWNER fails to deliver the Vessel at the Place of Delivery within forty-eight (48) hours of the start of the Charter Period or within a period equivalent to one-tenth (1/10th) of the Charter Period, whichever period is the shorter from the start of the Charter Period, the CHARTERER shall be entitled to treat this Agreement as terminated. The CHARTERER's exclusive remedy will be to receive immediate repayment of all amounts paid by him under this Agreement without interest. Alternatively, if the parties mutually agree, the Charter Period shall be extended by a time period equivalent to the delay or postponed to a mutually agreed time.

c. If the OWNER fails to deliver the Vessel at the Place of Delivery at the start of the Charter Period other than by reason of *force majeure*; the CHARTERER shall be entitled to treat this Agreement as repudiated by the OWNER and to terminate it. The CHARTERER shall (as his sole remedy) receive immediate repayment of all amounts paid by him under this Agreement without interest, plus liquidated damages of an amount equivalent to fifty per cent (50%) of the Charter Fee from the OWNER.

CANCELLATION BY OWNER

d. If prior to the start of the Charter Period, the OWNER gives notice of cancellation of the Charter:

- i. if the cancellation is by reason of *force majeure* or breach by the CHARTERER of clause 29, the remedy in (b) above shall apply;
- ii. if the cancellation is for any reason, other than *force majeure*, the CHARTERER shall (as his sole remedy) receive immediate repayment of all amounts paid by him under this Agreement without interest, plus liquidated damages from the OWNER calculated using the following scale:

| Duration before start of Charter Period when Charter is cancelled | Liquidated damages calculated as an amount equivalent to a percentage of the Charter Fee |
|---|--|
| Thirty (30) days or more | Twenty five percent (25%) |
| More than fourteen (14) days but less than thirty (30) days | Thirty five percent (35%) |
| Fourteen (14) days or less | Fifty percent (50%) |

CLAUSE 10 DELAY IN RE-DELIVERY

a. If re-delivery of the Vessel is delayed by reason of *force majeure*, re-delivery shall be effected as soon as possible thereafter and, in the meantime, this Agreement shall remain in force but without penalty or additional charge against the CHARTERER.

b. If the CHARTERER fails to re-deliver the Vessel to the OWNER at the Place of Re-Delivery due to intentional delay or change of itinerary against the Captain's advice, then the CHARTERER shall pay immediately to the OWNER via the Broker or Stakeholder's account compensation for such delay calculated as an amount equal to one and a half times the Charter Fee on a pro-rata basis for such period of delay in re-delivery. The CHARTERER shall be liable for all operating costs as per Clause 8 during such period of delay and shall indemnify the OWNER for any loss or damage which the OWNER shall suffer by reason of deprivation of use of the Vessel or cancellation of, or delay in delivery under any subsequent charter of the Vessel.

CLAUSE 11 CANCELLATION BY CHARTERER & CONSEQUENCES OF NON-PAYMENT, DEFAULT OF PAYMENT OR FAILURE TO PAY

- a. Should the CHARTERER give notice of cancellation of this Agreement on or at any time before the start of the Charter Period, some or all of the Charter Fee may be retained by the OWNER determined as follows:
 - i. The OWNER shall be entitled to receive all Instalments which have become due and payable in accordance with the due date(s) on Page One of this Agreement and the Stakeholder shall pay any such sums it holds to the OWNER, less commissions as set out in Clause 24. The OWNER shall have a claim against the CHARTERER for any unpaid sums which are due and payable as at the time of cancellation.
 - ii. The CHARTERER shall not be liable to pay any Instalments or other sums which fall due after the time of cancellation and if these have been paid in advance of their due date, they shall be refunded.
- b. Should the CHARTERER fail to pay, after having been given written notice by the OWNER, any amount due and payable under this Agreement, the OWNER reserves the right to treat this Agreement as having been repudiated by the CHARTERER, to terminate it and to claim the full amount of payments as specified in Clause 11 a) i) above as of the date of the repudiation.
- c. OWNER'S DUTY TO MITIGATE FOLLOWING EITHER CANCELLATION OF THE CHARTER OR NON-PAYMENT OF THE CHARTER FEE BY THE CHARTERER
 - i. Notwithstanding the OWNER's right to receive or retain all payments referred to above, at Clause 11(a) whether due to cancellation or non-payment, the OWNER shall be under a duty to mitigate the CHARTERER's loss as set out in this Clause 11(c). In the event that the OWNER is able to re-let the Vessel for all or part of the specified Charter Period under this Agreement, the OWNER will give pro-rata credit to the CHARTERER for the net amount of charter hire arising from such re-letting after deduction of all commissions and other consequential expenses arising from such re-letting. The intention is that the OWNER shall receive the same in net proceeds from any re-letting for the specified Charter Period as would have been received under this Agreement had it not been cancelled or repudiated. The OWNER shall use his best endeavours to re-let the Vessel and shall not unreasonably withhold his agreement to re-let, although charters which may reasonably be considered detrimental to the Vessel, its reputation, its Crew, or its schedule may be refused.
 - ii. APA, Delivery, Re-Delivery Fees and Security Deposit payments are to be returned to the CHARTERER and with adjustments made if, prior to the date of cancellation, the Vessel has taken on provisions for the Charter, or has utilised the Delivery/Re-Delivery Fee, in which case the CHARTERER shall pay for these expenses unless all or part can be either refunded by the supplier or transferred to the next charter. Any VAT due on the Charter Fee or expenses will be payable by the Charterer. The Charterer may request via the Broker any invoices, or supporting documents, from the Vessel's fiscal agents for any VAT due. The Captain and OWNER shall be under a duty to mitigate these expenses where possible.
- d. If, after signature of this Agreement, the OWNER is adjudged bankrupt or, in the case of a company, a liquidator, receiver or administrator is appointed over all or part of the OWNER's assets or the OWNER is in breach of Clause 29, the CHARTERER shall be entitled to cancel the Charter and all monies paid to the OWNER, his agent or the Stakeholder pursuant to this Agreement shall be refunded without further deduction.

CLAUSE 12 BREAKDOWN, DISABLEMENT AND/OR TOTAL LOSS

If after delivery the Vessel shall at any time be disabled by the breakdown of machinery, grounding, collision or other related cause so as to prevent reasonable use of the Vessel by the CHARTERER for a period between twelve (12) and forty-eight (48) consecutive hours or one-tenth (1/10th) of the Charter Period, whichever is the shorter (and the disablement has not been brought about by any act or default of the CHARTERER) the OWNER shall make a pro-rata refund of the Charter Fee for the period of the disablement or, if mutually agreed, allow a pro rata extension of the Charter Period corresponding with the period of disablement. If the CHARTERER wishes to invoke this Clause, they shall give notice as soon as is practically possible to the Captain directly (or via the Broker). The CHARTERER shall not be liable for extra costs relating to the immobilisation of the Vessel but will remain liable for normal expenses during the period of disablement.

In the event of the actual or constructive total loss of the Vessel or if the Vessel is disabled as aforesaid for a consecutive period of more than forty-eight (48) hours or one-tenth (1/10th) of the Charter Period, whichever is shorter, the CHARTERER may terminate this Agreement by notice in writing to the OWNER via the Broker or to the Captain if no means of communication is available. Within two (2) working days after such termination, the Charter Fee, shall be repaid by the OWNER pro rata, without interest, for that proportion of the Charter Period outstanding after the date and time on which the loss or disablement occurred. In the event of such termination, the CHARTERER may affect re-delivery by giving up possession of the Vessel where she lies. The CHARTERER shall be entitled to recover from the OWNER the reasonable cost of returning the CHARTERER and his Guests to the Place of Re-Delivery together with reasonable accommodation expenses incurred.

Alternatively, after a consecutive period of disablement of more than forty-eight (48) hours or one-tenth (1/10th) of the Charter Period, whichever the shorter, and dependent on the nature and seriousness of the disablement, by mutual agreement the CHARTERER may elect to remain on board for the duration of the Charter Period and the CHARTERER will then have no further or additional claim against the OWNER.

CLAUSE 13 USE OF THE VESSEL

- a. The CHARTERER shall comply and shall ensure that the Guests comply, with the laws and regulations of any country into whose waters the Vessel shall enter during the course of this Agreement.
- b. The CHARTERER shall ensure that no pets or other animals are brought on board the Vessel without the prior consent in writing of the OWNER.
- c. The CHARTERER shall ensure that the behaviour of the CHARTERER and his Guests shall not cause a nuisance to any person or bring the Vessel into disrepute.
- d. The Vessel is not to be used for commercial photo or film shoots of any nature, unless by prior written permission from the OWNER.
- e. The CHARTERER and Guests shall afford the Crew and Vessel due respect at all times. No Crew member shall be subjected to any type of harassment, sexual or otherwise, by the CHARTERER or Guests at any time during the Charter Period.
- f. Unless otherwise agreed, smoking shall be restricted to the exterior areas of the Vessel designated by the Captain.
- g. Only rendezvous diving is permitted unless otherwise noted under Special Conditions.
- h. The Captain shall promptly draw the CHARTERER's attention to any infringement of the above terms by himself or his Guests, and if such behaviour continues after this warning, the Captain shall inform the OWNER or Stakeholder, and the OWNER may, by notice in writing given to the CHARTERER (and Broker), terminate this Agreement in accordance with Clause 7.
- i. If the CHARTERER or any of the Guests shall commit any offence contrary to the laws and regulations of any country which results in any member of the Crew of the Vessel being detained, fined or imprisoned, or the Vessel being detained, arrested, seized or fined, the CHARTERER shall indemnify the OWNER against all loss, damage and expense incurred by the OWNER as a result

PLEASE INITIAL :

OWNER :

CHARTERER :

j. The Vessel operates a zero-tolerance policy for physical or sexual assault and the possession or use of any illegal drugs or any weapons (including firearms) is strictly prohibited on board the Vessel.

Failure to comply with any of the obligations in Clause 13 shall entitle the OWNER to terminate the Charter in accordance with Clause 7(a), save that breach of the obligations in Clauses 13 (i) or (j) shall be deemed so serious so as to entitle the OWNER to terminate this Agreement immediately without providing any warning notice to the CHARTERER as provided in Clause 7(a), in each case, without refund or recourse against the OWNER, Stakeholder or Broker.

CLAUSE 14 NON-ASSIGNMENT

The CHARTERER shall not assign this Agreement, sub-let the Vessel or part with control of the Vessel without the prior consent in writing of the OWNER, which if agreed shall be on such terms as the OWNER thinks fit.

CLAUSE 15 SALE OF THE VESSEL

- a. The OWNER agrees not to sell the Vessel (i.e., transfer legal or beneficial ownership of the Vessel) during the Charter Period.
- b. Should the OWNER agree to sell the Vessel after the signing of this Charter Agreement, and completion of the sale is due to take place prior to the start of the Charter Period, the OWNER shall:
 - i. Immediately, upon entering into an agreement for the sale of the Vessel and the Vessel being accepted by the Buyer after sea trial and survey give notice of such sale in writing to the CHARTERER via the Broker, providing information on the planned completion date and the Buyer, and

as soon as practicable, present to the CHARTERER a tri-partite Novation Agreement signed by the OWNER and Buyer arranging for the Buyer to perform the Charter on the same terms and conditions if the Buyer takes delivery of the Vessel before the Charter Period with sufficient KYC Documents on the Buyer to enable the CHARTERER to carry out the same due diligence that it did on the OWNER under this Agreement.

- c. Should the Vessel be sold one of the following provisions will apply:
 - i. The OWNER shall arrange for the Buyer to perform the Charter on the same terms and conditions by signature of a tri-partite Novation Agreement. Where the Charter is taken over by the Buyer on the same terms and conditions there shall be no penalty against the OWNER and no additional commission due to the Broker.

If the Buyer is unwilling or unable to fulfil the Charter Agreement then this Charter Agreement shall be considered as having been cancelled by the OWNER in accordance with Clause 9. All payments made by the CHARTERER shall be promptly repaid in full to him without deduction, and in addition liquidated damages calculated in accordance with Clause 9 (d) (ii), as appropriate, shall be paid. The Broker and Stakeholder shall be paid by the OWNER the full commission due on this original Agreement no later than seventy-two (72) hours after formal cancellation.

CLAUSE 16 INSURANCE

- a. Throughout the period of this Agreement the OWNER shall insure the Vessel with first-class insurers against all customary risks for a Vessel of her size, value, and type of cover no less than is provided under Institute Yacht Clauses 1.11.85 or other recognised terms extended to provide Permission to Charter and to cover Third Party liability, Water Skiers liabilities together with liabilities arising from the use by the CHARTERER and other competent person(s) authorised by the CHARTERER of all watersports equipment. The insurance shall also cover War, Strikes, and Pollution and include insurance of Crew against injuries and/or third-party liabilities incurred during the course of their employment. The CHARTERER shall remain liable for any loss, damage or liabilities arising from any act of negligence of the CHARTERER or their Guests and not recoverable by the OWNER under their insurance. Should any claim be made under the OWNER'S insurances in respect of matters for which the CHARTERER is liable, any deductible shall be for the account of the CHARTERER.
- b. All such insurances shall be on such terms and subject to such excess (deductible) as are customary for a Vessel of this size, value, and type. Copies of all relevant insurance documentation shall be available on request for inspection by all relevant parties prior to the Charter on reasonable notice to the OWNER and shall be carried on board the Vessel.
- c. The CHARTERER should carry independent insurance for personal effects whilst on board or ashore and for any medical or accident expenses (including emergency transport evacuation) incurred.
- d. The CHARTERER should be aware that neither Charterer's Liability Insurance nor Cancellation and Curtailment Insurance are included in this Agreement, it is strongly recommended that the CHARTERER obtains their own insurance in this regard.

CLAUSE 17 SECURITY DEPOSIT

Unless otherwise provided under the Special Conditions, the Security Deposit shall be held by the Stakeholder on the OWNER's behalf and may be used in, or towards, discharging any damage and/or liability that the CHARTERER may incur under any of the provisions of this Agreement. If not required, as confirmed by the Captain in writing to the Stakeholder, the Security Deposit shall be refunded without interest to the CHARTERER on the first Working Day after the end of the Charter Period, or after settlement of all outstanding damages and liabilities, whichever is the later.

CLAUSE 18 DEFINITIONS

- a. ADVANCE PROVISIONING ALLOWANCE (APA): An advance general deposit made by the CHARTERER in accordance with Page One of the Agreement and before the start of the Charter Period, as set out in Clause 8.
- b. CHARTER: The charter which is the subject of this Agreement.
- c. CHARTER FEE: An amount expressly set forth on Page One of this Agreement for which the CHARTERER and OWNER have agreed as the fee the CHARTERER will pay for the charter of the Vessel. The Charter Fee is gross of commissions to the Broker and Stakeholder.
- d. CHARTERER'S PARTY: The CHARTERER and his Guests.
- e. CHARTER PERIOD: The period of Charter stated on Page One of this Agreement.

PLEASE INITIAL :

OWNER :

CHARTERER :

- f. DATE: The date stated at the top of Page One of this Agreement.
- g. FORCE MAJEURE: In this Agreement '*force majeure*' means any cause directly attributable to acts, events, non-happenings, omissions, accidents or Acts of God beyond the reasonable control of the OWNER, the Crew, or the CHARTERER (including, but not limited to, strikes, lock-outs or other labour disputes, civil commotion, riots, acts of terrorism, blockade, invasion, war, epidemic or pandemic, fire, explosion, sabotage, storm, collision, grounding, fog, governmental act or regulation, contaminated fuel, major mechanical or electrical breakdown beyond the Crew's control and not caused by lack of maintenance and/or OWNER's or Crew's negligence). Crew changes and shipyard delays not attributable to the aforementioned causes, do not constitute *force majeure*.
- h. IMMEDIATE: Without delay in the particular circumstances.
- i. KYC: See definition in Clause 26.
- j. OWNER, CHARTERER, BROKER, AND STAKEHOLDER: Throughout this Agreement, the terms OWNER, CHARTERER, Broker, and Stakeholder and corresponding pronouns shall be construed to apply whether the OWNER, CHARTERER, Broker, or Stakeholder is male, female, corporate, singular, or plural, as the case may be.
- k. OWNER: The legal, registered owner of the Vessel, unless otherwise disclosed in writing in advance, as identified on Page One of the contract.
- l. SANCTIONS: Any laws or regulations, relating to economic or financial, trade, immigration, aircraft, shipping, export controls, trade embargoes or other prohibitive or restrictive measures from time to time imposed, administered or enforced on certain individuals, entities, vessels or territories by any State or Supranational or International Governmental Organisation, including but not limited to the UN, Monaco, the UK, the US and the EU or any other jurisdiction which is applicable to the parties and/or this Agreement, that prohibit or otherwise restrict any party's ability (i). to enter into and/or perform contracts including yacht charter contracts with the relevant Sanctioned Party; (ii). to process payments to the relevant Sanctioned Party; or (iii). to receive payments from the relevant Sanctioned Party.
- m. SANCTIONED PARTY: A person, entity or vessel that is listed on the U.S. Office of Foreign Assets Control's (OFAC) list of Specially Designated Nationals and Blocked Persons, on similar lists of sanctioned or restricted / designated parties as part of any EU sanctions program (including without limitation in any relevant EU regulation), on HM Treasury's Consolidated List of Financial Sanctions Targets in the UK, on any similar lists of sanctioned or restricted / designated parties imposed by the UN, Monaco or any other jurisdiction which is applicable to the parties and/or this Agreement or registered, domiciled or resident in Russia, Iran, North Korea or any other countries falling under the application of Sanctions, or owned, controlled, associated with or acting on behalf of any person or entity which is included on any such lists.
- n. STAKEHOLDER: An agent, named on Page One of this Agreement and appointed in accordance with industry-accepted procedures, that shall receive, hold, and disburse funds from the Instalments, the Security Deposit and any other payments made by the Parties to this Agreement. The Stakeholder shall hold all funds received in escrow in a designated bank account in the currency of this Agreement and make disbursements only in accordance with the terms of this Agreement or upon receipt of mutually agreed written instructions from the Parties. The Stakeholder shall not have independent authority to act otherwise.
- o. VAT: In this Agreement VAT means Value Added Tax or equivalent tax in the applicable country.
- p. WORKING DAY: A Working Day is defined as a day when the banks are open for business in the country where the Stakeholder's bank account is situated.

CLAUSE 19 SALVAGE

During the period of the Charter, the benefits, if any, from any derelicts, salvages and towages, after paying the Crew's proportion, and a proportion of the Charter Fee during the time when the Vessel is engaged in providing salvage assistance, and expenses during this time directly related to the salvage, shall be shared equally between the OWNER and the CHARTERER.

CLAUSE 20 PAYMENT OF CHARTER FEES AND OTHER MONIES TO THE OWNER

All Instalments/any Security Deposit and funds received by the Broker against this Agreement shall be transferred immediately upon receipt to the Stakeholder net of commission. Funds are then to be held by the Stakeholder in a designated account in the currency of this Agreement.

Payments should be made from the Charterers' Bank Account as a default.

Fifty percent (50%) of the Charter Fee, less full commission whether already retained by the Broker and/or Stakeholder or still to be paid, shall be paid to the OWNER via/by the Stakeholder by bank transfer on the date of commencement of the Charter Period or on the first working day thereafter. The APA and any Delivery Fee shall be made available by the Stakeholder, to the Captain, or to the OWNER for onward transmission to the Captain prior to embarkation. The balance of the Charter Fee shall be paid to the OWNER on the first working day following completion of the Charter Period unless the Stakeholder shall have received written notice of a complaint by or on behalf of the CHARTERER. If such notice of complaint has been received by the Stakeholder, the Stakeholder shall be obliged to retain the balance of the Charter Fee for a period of [14] days. If during such 14-day period the CHARTERER'S complaint is resolved by agreement with the OWNER, then the Stakeholder shall pay the balance of the Charter Fee to the OWNER (or as otherwise directed in writing by the Parties).

In the event of a dispute, either Party may commence arbitration proceedings, in which case the Party shall immediately notify the Stakeholder in writing of its commencement of arbitration.

If prior to the expiry of the above-mentioned 14-day period, either Party has notified the Stakeholder in writing that it has commenced arbitration, then the Stakeholder shall retain the balance of the Charter Fee in a designated account until an Arbitration Award has been published or the matter has been settled by mutual agreement in writing between the Parties providing for the disbursement of the Charter Fee.

If after the expiry of the above-mentioned 14-day period, neither Party has notified the Stakeholder in writing that it has commenced arbitration, then the balance of the Charter Fee shall be paid by the Stakeholder to the OWNER.

CLAUSE 21 COMPLAINTS

The CHARTERER shall give notice of any complaint in the first instance to the Captain on board and note shall be taken of the time, date, and nature of the complaint. The Captain shall inform the Broker and Stakeholder as soon as practicable.

If this complaint cannot be resolved on board the Vessel, then the CHARTERER shall give notice to the OWNER or to the Broker within twenty-four (24) hours of the event or occurrence unless it is impracticable due to failure or non-availability of communications equipment. The complaint may be made verbally in the first instance but shall be confirmed as soon as possible in writing specifying the precise nature of the complaint.

PLEASE INITIAL :

OWNER :

CHARTERER :

CLAUSE 22 FORCE MAJEURE

When *force majeure* is invoked in relation to breakdown or disablement, the OWNER will instruct the Captain or OWNER'S representative to submit a detailed technical report, a copy of the Vessel's maintenance log, if applicable, and all relevant supporting documentation to the CHARTERER or CHARTERER'S representative.

The CHARTERER shall have the right to appoint a qualified/accredited surveyor to survey/inspect the Vessel and any documents relating to the claimed *force majeure* event and the OWNER shall give prompt access to allow this, such right to be exercised without delay in the particular circumstances from the date *force majeure* is claimed.

CLAUSE 23 ARBITRATION & LAW

- a. This Agreement shall be governed by and construed in accordance with English law and any dispute arising out of or in connection with this Agreement, including any non-contractual disputes, shall be referred to arbitration in London in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof.

The arbitration shall be conducted in accordance with the London Maritime Arbitrators Association (LMAA) Terms current at the time when the arbitration proceedings are commenced.

The reference shall be to three Arbitrators. A party wishing to refer a dispute to arbitration shall appoint its Arbitrator and send notice of such appointment in writing to the other party, requiring the other party to appoint its own Arbitrator within 14 calendar days of that notice and stating that it will appoint its Arbitrator as sole Arbitrator unless the other party appoints its own Arbitrator and gives notice that it has done so within the 14 days specified. If the other party does not appoint its own Arbitrator and give notice that it has done so within the 14 days specified, the party referring a dispute to arbitration may, without the requirement of any further prior notice to the other party, appoint its Arbitrator as sole Arbitrator and shall advise the other party accordingly. The award of a sole Arbitrator shall be binding on both parties as if they had been appointed by agreement.

Nothing herein shall prevent the parties from agreeing in writing to vary these provisions to provide for the appointment of a sole Arbitrator.

In cases where neither the claim nor any counterclaim exceeds the sum stipulated in the LMAA Small Claims Procedure current at the time when the arbitration proceedings are commenced (or such other sum as the parties may agree) the Arbitration shall be conducted in accordance with the LMAA Small Claims Procedure current at the time when the Arbitration proceedings are commenced.

In cases where the claim or any counterclaim exceeds the sum agreed for the LMAA Small Claims Procedure and neither the claim nor any counterclaim exceeds the sum stipulated in the LMAA Intermediate Claims Procedure current at the time when the arbitration proceedings are commenced (or such other sum as the parties may agree) the Arbitration shall be conducted in accordance with the LMAA Intermediate Claims Procedure current at the time when the Arbitration proceedings are commenced.

Where the reference is to three Arbitrators the procedure for making appointments shall be in accordance with the procedure for full Arbitration stated above.

- b. Notwithstanding the above, the parties may agree at any time to refer to mediation any difference and/or dispute arising out of or in connection with this Agreement.

The award rendered by the Arbitration shall be final and binding upon both parties and may if necessary be enforced by the Court or any other competent authority in the same manner as a judgement in High Court.

If notice of Arbitration proceedings is given by either party, the Stakeholder, after receiving notification of such proceedings, shall not deal with those monies held by them without the written agreement of both parties or in accordance with the order of the Arbitrators or their final award. The monies should be held in a designated client account. This account should be interest-bearing where national banking rules permit. The Stakeholder may, with the agreement of both parties, pay the monies into an escrow account jointly controlled by the accredited legal representatives of both parties pending the result of the Arbitration.

CLAUSE 24 BROKERS

- a. The commission shall be deemed to be earned by the Broker and the Stakeholder upon signature of this Agreement by the OWNER and CHARTERER and payment of the First Instalment by the CHARTERER. Commission is owed by the OWNER on the Charter Fee and shall be disbursed according to Clause 20 of this Agreement. In the event of default or cancellation of this Agreement by the OWNER for any reason, including *force majeure* and lawful termination by the CHARTERER in accordance with this Agreement, the OWNER shall pay a commission on the Charter Fee. In the event of cancellation by the CHARTERER including lawful termination by the OWNER in accordance with this Agreement, the commission shall be deducted as an expense from the First Instalment. Commission is also owed by the OWNER as per above on the Delivery/Re-Delivery Fee excluding fuel costs and running expenses.
- b. If the CHARTERER should extend this Charter, the OWNER shall pay a commission on the Charter Fee for the extension, on the same basis as provided in 24 a).
- c. If the CHARTERER should sign an Agreement for the re-charter of the Vessel from the OWNER, his Agent or the Stakeholder, within two (2) years from the date of completion of the Charter Period, whether or not on the same terms, then the Broker shall be entitled to, and shall be paid by the OWNER, commission once only on the Charter Fee paid for that further Charter upon the same basis as provided herein. However, if the CHARTERER should choose to sign an Agreement for the re-charter of the Vessel within two (2) years from the date of completion of the Charter Period via another broker to whom the commission is being paid, the OWNER shall pay a commission once only on the first charter within that period of one-third (1/3rd) of the full rate to the original Broker and two-thirds (2/3rds) to the new broker.
- d. i. If any agreement should be reached directly between the CHARTERER and the OWNER for the purchase of the Vessel within two (2) years from the date of completion of the Charter Period, then the Broker shall be entitled to and be paid by the OWNER an industry acceptable sales commission.
- ii. However, should the CHARTERER purchase the Vessel from the OWNER via a Sales Broker to whom the commission is being paid, then the OWNER shall pay, or shall ensure that the Sales Broker shall pay, to the Broker a sum equivalent to not less than fifteen (15%) per cent of the gross sales commission. It is the responsibility of the OWNER to advise any future Sales Broker of this liability.
- iii. Sub clause 24 d) ii) above only applies following the free choice of the CHARTERER and is not relevant if the appointment of a Sales Broker different from the Broker is suggested or solicited by the OWNER, his Agent, Captain or Representative. If the appointment of a different Sales Broker is suggested or solicited by the OWNER, his Agent, Captain or Representative, then Clause 24 d) i) above shall apply, as if the CHARTERER had reached the agreement to purchase the Vessel from the OWNER directly.

e. The Broker and Stakeholder in this Agreement shall have no responsibility for any loss, damage or injury to the person or property of the OWNER or CHARTERER or any of their Guests, servants or agents, and further, the Broker and Stakeholder shall be under no liability for any errors of judgement or description or otherwise, of whatsoever nature and howsoever arising, and shall be under no further obligation, duty or responsibility to the OWNER or the CHARTERER save as set out herein. The OWNER and the CHARTERER shall jointly and severally indemnify and hold harmless the Broker and Stakeholder for any loss or damage sustained by them as a result of any liability by the Broker and Stakeholder to any third party (person, firm, company or authority) arising from promoting or introducing this charter, assisting in the performance of this Agreement or performing the duty of Stakeholder.

f. For the purposes of this Clause, the terms OWNER and CHARTERER shall be understood to mean the named company or individual, or any company owned or controlled by them including companies owned indirectly or via Trustees, any Director of such a company, beneficial owner, nominee, agent, or Charterer's Guest.

CLAUSE 25 NOTICES

Any notice given or required to be given by any party to this Agreement shall be communicated in any form of writing in English and shall be deemed to have been properly given if proved to have been dispatched pre-paid and properly addressed by mail or courier service or email, to the OWNER or to the Stakeholder at their addresses as per this Agreement or, in the case of the CHARTERER, to him or the Broker at their addresses as per this Agreement or, where appropriate, to the CHARTERER on board the Vessel.

CLAUSE 26 KNOW YOUR CLIENT

The OWNER and the CHARTERER shall provide to the other Parties such recent documentary and other evidence, as the Parties and/or their banks and/or relevant fiscal or other authorities may reasonably require to establish the OWNER or CHARTERER'S identity, corporate status, nationality, place of domicile and residence, good standing, and in respect of the CHARTERER sources of wealth and funds and (in the case of an incorporated entity) the equivalent information for its shareholders, officers and ultimate beneficial owner (the KYC Documents). KYC Documents shall be provided promptly upon request.

In the case of CHARTERER'S KYC Documents, this shall include any other entity or person remitting any funds payable by the CHARTERER under this Agreement.

It is agreed by the Parties that the Broker and/or Stakeholder shall not be obliged to receive funds from the CHARTERER and/or make any payment to the OWNER until receipt and approval of the KYC Documents of such Party and provided such receipt and/or payment is permitted by the authorities/bodies regulating the Broker and/or Stakeholder.

The OWNER and CHARTERER undertake to ensure continuing compliance with these KYC requirements during the term of this Agreement, and to provide renewed KYC Documents immediately upon request.

If the Broker and/or Stakeholder is/are unable, acting reasonably, to satisfy itself/themselves with the KYC Documents, and as such is/are unable to receive funds, and if the OWNER and CHARTERER cannot agree a replacement Stakeholder to receive the funds within 7 (seven) Working Days of written confirmation from the Broker and/or Stakeholder, this Agreement shall be cancelled and, save as expressly provided herein, the Parties shall have no further obligation or cause of action hereunder.

CLAUSE 27 DATA PROTECTION AND PRIVACY

In performing their obligations under this Agreement, the OWNER, Broker and Stakeholder shall and shall procure that each member of their staff shall comply with all applicable laws, statutes, regulations and codes from time to time in force which relate to data protection and/or privacy, including without limitation the EU GDPR and the UK GDPR.

In this clause UK GDPR has the meaning given to it in section 3(10) (as supplemented by section 205(4) of the UK Data Protection Act 2018) and EU GDPR means the General Data Protection Regulation ((EU) 2016/679)

CLAUSE 28 CONFIDENTIALITY

Each of the Parties to this Agreement shall, and shall ensure that their respective employees, officers, directors, shareholders, Captain and Crew, lawyers, accountants, consultants and any other person within their respective control shall, keep entirely confidential and secret and not disclose, describe, distribute or otherwise communicate to any person, any information whatsoever regarding any of the terms of this Agreement, the documents executed pursuant to this Agreement, information regarding the ownership of the Vessel, its ultimate beneficial owner, the identity of the CHARTERER and the CHARTERER'S Party or any of their families or business interests, except with the prior written consent of the OWNER and/or the CHARTERER as applicable, provided always that such information may be disclosed if and to the extent required by applicable law or as necessary to perform this Agreement (including but not limited to the provision of KYC Documents to a Party's bank, financial institution or other authorities).

The provisions of this Clause 28 shall survive the fulfilment, cancellation or rescission of this Agreement for any reason without limit in time.

CLAUSE 29 SANCTIONS

As a condition of this Agreement, the OWNER and the CHARTERER warrant to each other and to the Broker and the Stakeholder as of the Date and on a continuing basis, that they, the guests on board, and the Vessel are not a SANCTIONED PARTY or a party with or involving whom the arrangements envisaged by this Agreement are prohibited or restricted by SANCTIONS and that the Vessel will not be employed or any payment made in breach of SANCTIONS. Should either the OWNER or the CHARTERER be in breach of the foregoing, any of the parties not in breach may unilaterally terminate this Agreement forthwith. Such termination shall be dealt with as a termination of the Agreement in accordance with clause 11 (d) (in case of termination by the CHARTERER, the Broker, or the Stakeholder for OWNER's breach of this Clause) clause 9 (d)(i) (in case of termination by the OWNER, the Broker or the Stakeholder for CHARTERER's breach of this Clause). Should any restrictions on fund transfers, related to Sanctions, in accordance with the terms herein arise, such funds shall be held by the BROKER and/or STAKEHOLDER until such time as either the payment or return is confirmed to be lawful or until they are ordered to deal with that money in accordance with the instructions of any competent authority, whichever is the sooner.

CLAUSE 30 LIABILITY

Notwithstanding any provision to the contrary in this Agreement, the Stakeholder and/or the Broker shall have no liability to each other, to the CHARTERER or to the OWNER for any delay in paying or any failure to transfer any amount due under this Agreement caused by their respective banks or any intermediary banks due to their compliance with applicable regulations on the fight against money-laundering, corruption and financing of terrorism or with their related internal procedures.

PLEASE INITIAL :

OWNER :

CHARTERER :



CLAUSE 31 MISCELLANEOUS

- a. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements whether written or oral between the parties with respect to the subject-matter hereof and each party acknowledges that it has not relied upon any oral or written representation made to it by the other or its employees or agents except as contained herein.
- b. If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not in any way affect the validity or enforceability of any other provision of this Agreement and the parties shall negotiate in good faith to agree on a valid and enforceable provision in substitution therefore.
- c. For the purposes of the Contracts (Rights Against Third Parties) Act 1999 as may be amended, this Agreement does not and is not intended to give any rights to enforce any of its provisions to any person or company who is not a party to this Agreement.

© Copyright MYBA The Worldwide Yachting Association - Produced by MYBA and adopted by the American Yacht Charter Association.
Charter Agreement Revised 2025 - MYBA will not be responsible for any abuse or misrepresentation of this Agreement.