



## Chesapeake Flotillas, LLC

### VESSEL RELOCATION SERVICES AGREEMENT

WITNESS this Agreement made and entered into this (1) \_\_\_\_\_ by and between (2) \_\_\_\_\_ (hereinafter "Owner(s)") and (3) \_\_\_\_\_ (hereinafter "the Captain")

WHEREAS, Owner warrants that he/she/they is/are the owner(s) of that certain vessel named (4) \_\_\_\_\_ presently located in (5) \_\_\_\_\_ (hereinafter Vessel); and WHEREAS, Owner desires that the Captain move said Vessel by water to a marina of choice in (6) \_\_\_\_\_. (hereinafter "Destination") which route may include various inland and near coastal waters.

NOW THEREFORE in consideration of the sum of 1 dollar in hand paid and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereto, hereby agree as follows:

1. The foregoing preambles are incorporated.
2. The Captain shall, beginning on or about (7) \_\_\_\_\_, undertake to transit the Vessel using such crew as the Captain shall deem appropriate, to the Destination with the understanding that said transit is conditioned upon and subject to, weather conditions, water conditions, vessel conditions, navigational conditions, and commercial and military circumstances and any and all other Force majeure matters, all of which are beyond the Captain's control and which may delay or prevent the transit.
3. In consideration for the Captain using his best efforts to deliver said Vessel to its Destination and beginning on or about the date hereinabove set forth whether said transit actually starts then or not, Owner shall pay to the Captain the sum of (8)\$ \_\_\_\_\_ per day for the Captain including a minimum of 2 crew members that the Captain in his sole discretion deems necessary and appropriate to safely and expediently effect the delivery. Owner shall pay to the Captain at the execution hereof, the sum of (9)\$ \_\_\_\_\_ by way of an advance on all sums contemplated to be paid by Owner under the terms of this Agreement.
4. Upon presentation of reasonable documentation, Owner shall reimburse the Captain for all costs of delivery including but not limited to:
  - Fuel, oil, maintenance and repairs
  - Dock and slip fees
  - Transportation of the Captain and crew from the city and state of their residence to the present location of the Vessel, and upon completion of the Delivery, back to the city and state of their residence.
  - Food, beverage and amenity provisioning for the Captain and crew.

5. The Captain shall undertake all activities and incur such expenses on Owner's behalf as shall be appropriate for the proper preparation, maintenance repair, navigation, towing, fueling, provisioning and transiting of the Vessel, should the owner not be present.

6. Owner Warrants and Represents to the Captain that the Vessel is in proper physical and mechanical condition and that all systems on the Vessel included not limited to mechanical, HVAC, plumbing, navigational, and electrical are in good and working order except as follows ( if all systems are in proper working order, indicate "none"):

(10)\_\_\_\_\_.

7. Owner hereby authorizes the Captain at Owner's expense to undertake such repairs and modifications as the Captain shall deem necessary and appropriate to affect the safe delivery of the Vessel, should the owner not be present.

8. The Captain hereby agrees that he will make reasonable efforts to attempt to contact the Owner prior to undertaking any repair or modification to the Vessel in excess of (11)\$\_\_\_\_\_ except in circumstances that present a danger to persons or the Vessel.

9. At all times during the life of this Agreement, Owner shall pay for and keep in place insurance covering the Vessel, Owner and the Captain and crew, for losses from theft, property and bodily injury/death, collision and towing.

10. Prior to departure, owner shall provide to The Captain all licensing, titling, towing and insurance documents applicable to the Vessel. This shall include amendments which list all members of the delivery crew as named insureds on the current insurance policy.

11. Except in the event of gross negligence, Owner does hereby release, remiss and forever discharge, the Captain, his crew, agents, executors, administrators and assigns from any and all actions and cause of action in law or equity whatever associated with or arising out of this contract and further agrees to indemnify and hold harmless, The Captain for any and all actions and causes of action arising out of or related to the Vessel or transit of same, including attorney's fees and costs of defense. Should the parties engage in any litigation arising out of or related to this Agreement, Owner shall pay reasonable counsel fees and all litigation expenses on behalf of the Captain and crew.

12. The parties do hereby agree and stipulate that this Agreement shall be construed under the laws of (12)\_\_\_\_\_ which shall be deemed to have exclusive jurisdiction over any action brought by either party arising out of or related to this Agreement

WITNESS be due execution of this Agreement, the year and date first above written.

(13)OWNER

(14)The Captain

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*Owner's signature and date*

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License # \_\_\_\_\_

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*Captain's signature and date*

# INFORMATION

## ***DISCLAIMER***

This is document offered as a template which might be used to guide negotiations between an owner and a delivery captain and/or crew. Any contract including this one, once signed by all parties, constitutes a legal binding agreement between parties. It is recommended that you have any contract reviewed by legal counsel. Chesapeake Flotillas, LLC accepts no liability or responsibility for your use of this document or for any injury or damages whatsoever that may be related to your use of this contract or any services to which the signing parties have agreed.

## ***Explanations***

The numbered bullets below refer to the blank spaces in the contract above.

1. Write in the date of the agreement
2. The vessel owner's name and city and state of residence. If there are multiple owners listed on the vessel bill of sale, document, and/or registration, all owners should be identified in this document.
3. The name and city and state of residence of the delivery captain.
4. The name, hailing port, and identification number of the subject vessel. The identification number may be a hull number, document number, or registration number.
5. At a minimum, identify the town and state from where the vessel is to be moved. Any additional details are encouraged (i.e., slip #1 at ABC Marina).
6. At a minimum, identify the town and state to where the vessel is to be moved. Any additional details are encouraged (i.e., slip #9 at XYZ Marina).
7. Target date for when the actual delivery may begin. Note that the captain is likely to want to come aboard sooner to conduct a full inspection of the vessel and her gear. He may make his signing of this contract contingent on that inspection.
8. Specify the daily amount to be paid. Note that this is generally per day or any part thereof. As an example, if the captain boards the boat at 11:59PM on May 1 and surrenders the vessel at 12:01AM on May 3, he is due 3 FULL days of payment.
9. This is essentially a fixed amount of good-faith money or a down payment on the final bill.
10. List any and all known defects or deficiencies with the vessel or her systems.

11. Enter the maximum amount the owner will pre-authorize for repairs before the captain is required to get further authorization for the expense. This authorization is up to and including this amount.
12. Identify a state in which any legal action will take place. This is usually the home state of one or the other party to this contract.
13. Enter the owner's full information: Full name as it appears on the ownership documents, address, phone number, and optionally email address. Sign and date where indicated.
14. Enter the captain's full information: Full name as it appears on his license, license number and date of expiration, address, phone number, and optionally email address. Sign and date where indicated.