



118 Americana Court NE • St. Petersburg, FL • 33702
727-215-1381 • CaptJim@YachtDriver.com

Delivery Contract

This agreement is made and entered into in St. Petersburg, Florida, on the ____ (Day, of ____ Month), 2006 between _____ (Owner's Name), of _____ (Owner's Address)____, Owner of the vessel "_____" (Vessel Name)", _____ (Brief Description of Vessel)__, registered to the port of _____ + ____ (Port and Country of Registry)__, official number __(#)__ , gross tonnage __ (Tons)__ and Capt. _____, USCG License #123456, c/o Yacht Driver LLC, 118 Americana Court NE, St. Petersburg, Florida 33702, USA.

1.) Agreement:

Owner agrees to retain the services of Yacht Driver LLC 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, from one port to another, within the U.S. or, between foreign ports or vice-versa, excepting locations off limits to U.S. citizens.

Expenses: Expenses are defined as food, fuel, oil, supplies, customs and immigration fees, port fees, emergencies or transportation whether local or to and from the point of departure and of destination for the Captain and crew. All [or a percentage of] 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 Addendum "A" - Contract Fees.

3.) Terms:

Owner shall pay Yacht Driver LLC listed in the attached addendum A - "Contract Fees" in US\$. This includes general inspection and familiarization time.

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 are part of addendum A - "Contract Fees".

5.) Inspection and Equipment Failure:

The Owner must represent the vessel to be sea worthy. However, if upon inspection (Addendum "B" - Vessel Pre-Delivery / Post Delivery Inspection Report") or en route (underway), mechanical, electronic, electrical failure, loss or damage occurs or has occurred to said vessel or it's 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 sole judgment, the vessel is considered unsafe, then the Captain and crew will be paid the daily fee listed in Addendum "A - Contract Fees" 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:

Adequate expense money will be made available in cash and or cashiers check in the amount of listed in Addendum A - "Contract Fees" in advance of the proposed departure of said vessel. The Captain will submit an itemized book with receipts, petty cash slips and invoices, where procurable, as basis for final accounting to the Owner at the completion of the delivery.

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 sustained, nor for the termination of the voyage caused as a practical consequence.

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 or violation of the Zero Tolerance government regulations regarding transportation or use of illegal drugs or smuggling on board. 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:

A.) 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. Present all firearms for inspection
5. Follow all reasonable instructions issued by the Captain.

11.) Additional:

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

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

C. An arranger fee / Deposit of US\$500.00 will be due to Yacht Driver LLC upon signature of this contract to reserve time, communications costs and Crew recruitment/procurement.

D. Disputes Any dispute or claim arising from this contract shall be decided by a Court of competent jurisdiction in Pinellas County, Florida. The cost of any legal action, including reasonable attorney fees, necessary to collect monies due the Captain from the Owner under this contract shall be borne by the Owner.

Signed:

Owner: _____

Date: _____

Yacht Driver LLC: _____

Date: _____



Addendum "A" – Final Contract Fees

1. Description of services:

Yacht Driver LLC agrees to deliver the vessel _____ from _____ (Departure Port) to _____ (Destination Port) for the following fees:

2. Duration:

Proposed departure date: _____ Expected arrival date: _____

Total days underway: _____ (Includes travel time to and from vessel)

3. Itemized Fees & Payment Schedule:

Description	Amount	%	Pre-Delivery
1. Captains Fees:	0.00	50%	0.00
2. Crew Fees:	0.00	50%	0.00
3. Transportation Costs for crew:	0.00	100%	0.00
4. Food / Meals and crew expenses: (See Note "B")	0.00	100%	0.00
5. Boat Expenses: (Dockage, Customs etc.) (See Note "B")	0.00	100%	0.00
6. Fuel Costs: (Estimated - See Note "A")	0.00	100%	0.00
Total	0.00		0.00
Additional Days - Daily Rate – All Crew: (- See Note "C")	0.00		

Note A: Fuel Costs - This is a conservative estimate based on mileage, gallons per hour estimations provided by the owner. The owner is responsible for actual fuel cost for the complete delivery, the above amount is provided as an estimate only to help the owner determine the total cost for the delivery of the vessel. Estimated fuel costs must be paid in full prior to departure, this may be made in the form of cashiers check 10 days prior to departure, cash upon completion of pre-delivery inspection or in the form of a "boat" credit card with the Captain as a designated signature on the account.

Note "B": Expenses - 50% Deposit Option - Food and boat expenses may be prepaid at 50%, A complete itemized accounting will be provided at the end of the delivery, with a 15% surcharge added for all expenses incurred during the delivery. **100% Deposit - This is a "flat fee" - NO** additional expenses will be billed, Yacht Driver guarantees this estimate.

Note "C": Additional Days - Yacht Driver LLC guarantees our delivery time frame, additional days will only be charged if the boat needs repairs after the initial pre-delivery inspection or mechanical delays during the delivery. Weather days are our choice and are **NOT** charged for, except in the rare case we are avoiding a major storm or hurricane, in that case additional time and fees may apply to secure the vessel safely or move the boat to a safer location.

Signed:

Owner: _____ Date: _____

Yacht Driver LLC: _____ Date: _____



Addendum "B" Vessel Pre-Delivery / Post Delivery Inspection Report

Yacht Driver LLC requires that all vessels are inspected by the delivery Captain and the vessel owner or agent prior to departure and again upon completion of the delivery at it's final destination. If the vessel fails to meet the requirements of the Captain for departure the owner has the option to correct any deficiencies and proceed with the delivery. If additional days are required to have the work completed they will be billed at the additional days rate listed in Addendum "A" - Contract Fees. If the owner elects to terminate the contract, the owner will be responsible for all transportation costs, the Captain and crew's daily rate and the \$500.00 deposit, additional monies prepaid will be refunded within 10 days to the owner.

Rating System: A = Acceptable U = Unacceptable

Item	Pre-Delivery		Post Delivery	
	A	U	A	U
Overall Condition of the vessel				
Note any damage:				
Exterior:				
Note any damage:				
Interior:				
Note any damage:				
Main Engine (s):				
Running Condition:				
Oil Change Date:				
Engine Hours:				
Cooling Type:				
Fluid Check:				
Extra Fluids (Oil / Coolant):				
All Thru Hull Fittings:				
Shaft Log (Type – Water Cooled Etc.)				
Bilge Pumps – Quantity & Type				
Notes:				
Thrusters:				
Type: (Electric / Hydraulic)				
Fluid Levels:				
Notes:				

Item	Pre-Delivery		Post Delivery	
	A	U	A	U
Generator(s) – Overall				
Running Condition:				
Oil Change Date:				
Engine Hours:				
Cooling Type:				
Fluid Check:				
Extra Fluids (Oil / Coolant):				
Notes:				
Electronics (Overall)				
GPS:				
Chartplotter:				
Radar:				
Depth Sounder:				
Autopilot:				
VHF Radio:				
SSB Radio:				
Other:				
Other:				
Other:				
Notes:				
Steering Gear:				
Type: Hydraulic / Cable:				
Rudder Position Indicator:				
Fluid Level:				
Notes:				
Ground Tackle				
Anchor 1 (Type):				
Length of rode:				
Anchor 2 (Type):				
Length of rode:				
Notes:				
Safety Equipment				
Fire Extinguishers				
Engine Room System				
High Water Alarm / Emergency Pumps				
Liferaft (Required for offshore):				
Type:				
Inspection Date:				
PFD's				
Type:				
Life Floats (If applicable)				

Item	Pre-Delivery		Post Delivery	
	A	U	A	U
Safety Equipment (Cont.)				
Man Overboard System (Required for offshore):				
EPIRB (Required for Offshore):				
Type:				
Date Tested:				
Handheld VHF (Required for offshore):				
Notes:				
Dinghy				
Type:				
Motor:				
Type				
Notes:				
Charts				
Adequate for trip:				
Electronic / Paper:				
Back-Up:				
Notes:				
Boat Documentation				
Proper Paperwork Aboard:				
Current Registration:				
Current Insurance:				
Insurance Rider for Area traveled:				
Sea Tow Membership:				
Important Phone Numbers:				

Rating System: A = Acceptable U = Unacceptable

Pre-Delivery Signatures:

Owner: _____ Date: _____

Yacht Driver LLC: _____ Date: _____

Post Delivery Signatures:

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 it's Owner.

Signed:

Owner: _____ Date: _____

Yacht Driver LLC: _____ Date: _____