**Charter Agreement – Short Charters**

This agreement is between **MAXX MARINE PTY LTD A.C.N. 610 927 341 ATF Weinzierl Charter Trust** of 9 Embrey Court, PAKENHAM, VIC ("**Owner**") and the undersigned party ("**Charterer**").

1. **INTERPRETATION**
   1. Words which are Capitalised have meanings as defined in this agreement and as set out in the schedule to this agreement.
2. **CHARTER**
   1. The Owner agrees to let the Yacht to the Charterer for the Charter Period on the terms and conditions set out in this agreement (including the schedule) ("**Charter**").
3. **PAYMENT**
   1. A deposit of 10% of the Charter Fee must be paid to secure the booking with the balance to be paid in full 14 days prior to the commencement of the Charter.
   2. Payments may be made by cash, bank cheque or electronic funds transfer.
   3. Extra charges incurred by the Charterer or any passenger during the Charter must be paid prior to departing the Yacht at the completion of the Charter.
4. **CANCELLATION**
   1. If the Charterer cancels the Charter within 60 days prior to the commencement date of the Charter, the deposit will be returned less a 10% booking and administration fee.
   2. If the Charterer cancels the Charter less than 30 days prior to the commencement date of the Charter, the deposit will be forfeited.
   3. If the Charterer cancels the Charter less than 14 days prior to the commencement date of the charter 100% of the charter fee will be forfeited.
   4. In the event of the cancellation of the Charter due to an event beyond the control of the Owner, the Owner will have no liability in relation to the cancellation and the Charterer will be entitled to a refund of any deposit or Charter Fee paid.
5. **MASTER**
   1. The Owner will provide a master for the Charter who shall be competent and hold an appropriate skipper's license ("**Master**").
   2. During the Charter, the Charterer and all passengers must follow all directions of the Master.
6. **DURATION OF CHARTER**
   1. The duration of the Charter is the Charter Period.
   2. The Charter Period includes time taken by passengers to embark and disembark and the Master may pull into the point of disembarkation up to 10 minutes prior to the end of the Charter Period to allow time for passengers to disembark the Yacht.
   3. If passengers take longer than 15 minutes past the end of the Charter Period to disembark, the Charterer will be charged for every 30 minute period thereafter (or part thereof) at pro rata the Charter Fee.
   4. The Owner is not responsible for any delays caused by the late arrival of the Charterer or any passengers, delays at the wharf caused by third parties or any other events beyond the control of the Owner.
   5. If, while the Charter is in progress, the Charterer wishes to extend the duration of the Charter, the extension will be at the sole discretion of the Master and will be charged pro rata of the Charter Fee.
7. **CHARTER COURSE**
   1. The Charterer may agree upon a course in advance with the Owner or the Master. The Owner or Master may alter the agreed course at their sole discretion, having regard to any conditions which may affect the safety of the Yacht or any passengers.
8. **COSTS**
   1. The Owner will be liable for the cost of fuel (at the rate in the schedule) and other consumables incurred in running the Charter.
   2. **The Charterer shall indemnify the Owner in respect of any loss or damage to the Yacht or its equipment or fittings arising from the negligence or malicious or willful act of the Charterer or any passenger.**
9. **SUITABILITY OF YACHT**
   1. It is the responsibility of the Charterer to inspect the Yacht prior to the Charter (at a time agreed with the Owner) to determine its suitability.
10. **LIMITATION OF OWNER LIABILITY**
    1. To the extend permitted by law, the Owner shall under no circumstances be liable to the Charterer for any loss, damage, claim, injury or harm sustained or incurred by the Charterer or a passenger as a consequence of or resulting directly or indirectly from the Charter including as a result of any default, fault or negligence of the Owner, Master or any crew, employee, agent or contractor of the Owner, or for any indirect or consequential loss of any nature.
    2. In any event, the liability of the Owner, its servants, agents and sub-contractors is limited in accordance with the Limitation Of Liability For Maritime Claims Act 1989 (as amended, re-enacted or replaced).
11. **BEHAVIOUR**
    1. Rowdy or unruly behaviour, excessive consumption of alcohol, consumption of illegal substances or disposal of rubbish over the side of the Yacht is not permitted and may result in early termination of the Charter, discharge of passengers at the nearest safe location or summons of police, at the sole discretion of the Master or Owner.
    2. Any costs associated with the early termination of the Charter due to unacceptable behaviour will be borne by the Charterer.
    3. The Charterer will not be entitled to a refund for early termination of the Charter due to unacceptable behaviour.
    4. Any fines imposed by the relevant authorities with respect to rubbish thrown over the side of the Yacht by a passenger, or any other claim or cost incurred due to the unacceptable behavior of the passenger will be the responsibility of the Charterer.
12. **DECORATIONS**
    1. The Charterer may place decorations on the Yacht during the Charter Period unless other arrangements have been made with the Owner.
    2. Decorations must not be placed using adhesive tape, pins, tacks or any other material which will damage or mark the Yacht.
    3. All decorations must be removed at the end of the Charter Period.
13. **GENERAL**
    1. This agreement is governed by the laws of Queensland. Each party irrevocably submits to the on-exclusive jurisdiction of the courts of Queensland and courts capable of hearing appeals from them and waives any rights to claim an action brought in such courts has been brought in an inconvenient forum.
    2. Any part of this agreement which is illegal, void or unenforceable shall in the first instance be read down so as to be valid, and if this is not possible, shall be severed from this agreement.
    3. This agreement may only be varied by agreement in writing.

I accept the terms and conditions and understand that upon signature I am legally bound by this agreement.

Signature of Charterer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Schedule to Charter Agreement**

**Details of Charterer**

Name:\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**Details of Charter**

Yacht: \_\_\_\_\_AWOL\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Name of Vessel)

Charter Period

From: on / /

To: on / /

**Costs**

Charter Fee: $ Inc GST

Additional Costs: $ Inc GST