

BCSS SAMPLE DELIVERY CONTRACT

YACHT DELIVERY/CAPTAIN AGREEMENT:

This Document is legally binding and designates Captain John Arosas the vessel Owner's Captain for the purpose of relocating the vessel as outlined in this document AND Limited POWER OF ATTORNEY FOR NAVIGATING THE YACHT/VESSEL.

This agreement is made and entered into on _____, 2023 between

Owner Name _____, Owner Signature_____

Owner Phone: () _____

Agents Name _____, Agents Signiture_____

Agents Phone: () _____

Address _____

Vessel Name _____

Doc Number: _____

And

USCG 100 Ton Master Captain John Aros, USCG #6386703

% Baja California Sur Sailing, AKA BCSS

Calle Limon 101 Indeco La Paz, Baja California Sur, Mexico

Cell: +52 612-105-6114 Email: bajacaliforniasursailing@gmail.com

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DEPARTING/ARRIVING:

Departing on or about: _____, 2023

From the port of: _____

Marina Name: _____

Arriving on or about: _____, 2023

Delivered to the port of: _____

Marina Name: _____

Assuming command of the vessel for the sole purpose of moving her on her own hull from one port to another as designated by the owner/agent. The navigated route will be at the sole discretion of the Captain and he/she reserves the right to deviate from the proposed route if necessary for any reason.

DELIVERY ESTIMATE:

I estimate a total of 00 days to complete the 0000-mile passage.

FLAT RATE: (if applicable)

The delivery fee for the above outlined delivery shall be \$000 + expenses to complete the delivery for the Captain and all crew necessary.

Should it become necessary to stop during the passage to wait out bad weather or take care of a breakdown, it is agreed that any layover days caused by weather, mechanical failure, high

water/seas, river and/or lock closures or other Acts of God incur no additional expense. The owner will still be responsible for any expenses incurred by the crew during any lay days.

DAILY RATE: (if applicable)

The delivery fee shall be \$000/day + expenses for the Captain and \$000/day + expenses for the Mate, Engineer or deckhand. Captain shall provide Mate, Engineer or deckhand unless the vessel owner/agent agrees to perform all duties expected of Mate/Engineer or Deckhand or provides their own compensated Mate/Engineer or Deckhand based upon selective conditions set forth by the Captain.

The above rate will be charged on days necessary to travel to and from the vessel, which includes prep, provisioning and refueling the day prior to departure.

Should it become necessary to stop during the passage to wait out bad weather or take care of a breakdown, it is agreed that any layover days caused by weather, mechanical failure, high water/seas, river and/or lock closures or other Acts of God shall be billed at the above agreed daily rate. The owner will also be responsible for any expenses incurred by the crew.

RATES & CONDITIONS:

Unless otherwise agreed, new clients or first time deliveries shall also provide a payment made payable to the Captain for 1/2 the total anticipated delivery fee to be returned with this signed agreement. Said payment will then be held as security and deducted from the total amount due upon completion of delivery. Vessel's owner/agent also agrees to provide for all transportation charges incurred by the captain and delivery crew to and from the point of departure and return to their respective domiciles.

OPERATIONAL PROCEDURES:

Owner/Agent understands the Captain and crew will cover as many miles as safely possible. Additionally, night running may also occur to include crossing large bodies of water (Great Lakes, Gulf of Mexico, open seas) in order to take advantage of favorable weather and sea conditions, or with prior oral or written approval by the owner provided the vessel is equipped with GPS, Chart plotter and radar.

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EXPENSES UNDERWAY:

A Visa or Mastercard credit card in good standing shall be furnished by the owner with a notarized letter of authorization for the Captain's use for en-route expenses. These expenses include but are not limited to fuel, dockage, repairs, services, and food provisioning in transit and ashore. A detailed accounting of expenses for all credit card charges and cash expenditures will be submitted by the Captain at the conclusion of the trip, and any out of pocket funds due the Captain/Crew will be made prior to their departure from vessel. In the event any vendor while underway declines the above supplied credit card, and payment is unable to be made said trip shall be considered terminated at the point of declination. (See Early Termination)

TRIP LOG:

The Captain shall also maintain the vessels daily trip log (The Ships Log) detailing all activities to include hours of operation, position reports, locking delays, equipment failures, etc. In addition, fluid levels will be checked and logged daily, along with notations that may reflect any deterioration in the vessel's performance or seaworthiness.

INSURANCE:

Necessary insurance coverage shall be provided by the owner of the vessel in the form of a certificate or underwriters letter naming the Captain and Mate/Engineer/or Deckhand as additionally insured. Coverage shall include public liability and property damage to cover any contingency including but not limited to damage to vessel or injuries to the Captain or crew. It is also understood that the Captain and Mates/Engineer or Deckhand will not be held responsible for normal wear and tear, acts of war, piracy, government insurgencies or counterinsurgencies, including damage to vessel, crew or passengers caused by faulty navigational equipment, improperly placed or missing navigational aids, uncharted underwater obstructions, or for termination of the voyage caused as a practical matter there from.

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

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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.

EARLY TERMINATION:

It is also agreed that if the services of the Captain and/or crew are terminated by the owner prior to the successful completion of the trip, said crew will be paid for all days worked up to and including the day of termination, plus the travel days, along with necessary airfare for crews to return to domicile. It is also agreed that if (during the course of the voyage) credit cards are refused for any reason or the Captain determines the vessel is not seaworthy or conditions exist that are deemed not suitable for continuance or may result in a "vessel not under command" situation, Captain may execute his command authority to terminate the voyage. Accordingly, the crew will be paid for all days worked up to and including the day of termination, plus the travel days, along with necessary airfare for crews returning them to their respective domiciles.

SEAWORTHINESS:

The following inspection checklist is provided to assist the owner/agent in preparing the vessel for transit. Upon dockside arrival, the Captain will use the aforementioned checklist to inspect the vessel to determine its seaworthiness and to verify compliance with necessary Coast Guard requirements and CFR's for that particular vessel. If the Captain determines the vessel is not seaworthy or does not meet minimum CG requirements, he will state his reasons in writing on the checklist to the owner/agent. Accordingly, if the owner/agent fails to address the noted deficiencies in a timely manner, the crew will be paid for all days worked up to and including the day of termination, plus travel days, along with necessary airfare for crews return to domicile.

- Inspect vessel has all appropriate and adequate Life Jackets, Life rings, Life slings,
- Check/inspect all fire extinguishers and capabilities, check CO2 alarms
- Inspect all Navigational Lights and spare lamps, spot light, deck lights and spreaders
- Depth sounder/fathometer in working order
- Magnetic compass and Chart plotter operational, Nautical charts onboard
- Check ground tackle such as anchor, anchor rode, line, shackles, capstan, bow pulpit, rollers, spare anchor with ground tackle, Day shapes
- Ensure sound producing devices: Horn, Bell, Portable air horn

- Ensure all day/night flares and associated gear are operational (ex. flare gun)
- Insure lifecraft is secured properly and current
- Check all VHF-FM, SSB, Antennas, Garmin or Iridium devices are operational
- Flashlights, First Aid Kit, and interior/emergency lights are operational
- Have enough fenders, mooring lines
- Check all bilge float switches and high water alarms for correct operation (manually and power), Check all hose clamps on bilge pumps, Bilge floor should be clean and dry, have spare bilge pumps
- Check main engines, gear boxes, gen sets, oils and coolant levels
- Visually inspect all sea valves for operation and sea strainers and clean if necessary, have spare sea strainers, insure hose clamps are tight, have extra hose clamps
- Inspect steering gear for fluid leaks from hydraulic lines and steering ram, swing rudders hard right to hard left for smooth operation
- Inspect rudder glands and shaft packing glands, adjust accordingly, have extra gland packing. Note if drip type
- Operated trim tabs and check fluid
- Inspect Auto pilot is functional
- Ensure all batteries are secure, inspect battery electrolyte level and fill as required, have battery cables and extra battery
- Check and ensure portholes and deck hatches operation and that the seals are watertight
- Review all impellers and extras on an onboard vessel for engines and generators.
- State condition of water maker and cross over valves for freshwater tanks.

VESSEL EQUIPMENT:

The Owner/Agent must represent the vessel to be seaworthy and carry all current registration, documentation and insurance papers.

If upon initial inspection 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/Agent must correct it, or authorize corrective action, at the Owner's/Agent expense.

Also expected on board will be multiple sets of fuel filters for the main engines and genset(s), along with at least four one gallon containers of oil/coolant normally used in the main engines and one gallon of oil for the genset(s) or saildrives if oil differs from engines. The vessel must also carry the necessary tools to maintain simple repairs and maintenance while underway, to include spare bulbs, belts, impellers etc. Vessel shall also carry ample supply of bed linens, cooking utensils and cleaning supplies, along with deck cleaning supplies and equipment to support the delivery, and as conditions allow, the crew will wash down the vessel to remove accumulated salt spray, diesel exhaust soot, or

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other harmful agents. Vessel shall also carry all charts, navigation instruments, binoculars, hand-held VHF radio, etc., as necessary to complete the trip over waterways specified above.

HOLD HARMLESS:

The Captain/crew shall not be held 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 (ex lighting, 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.

DELIVERY AGREEMENT ACCEPTANCE:

The Parties hereby agree to the conditions stated herein as subscribed below:

Owner/Agent Name (PRINT)_____

Owner/Agent Signature _____

Date: _____, 2023

Captain's Name (PRINT)_____

Owner/Agent Signature _____

Date: _____, 2023

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**ACCEPTANCE OF DELIVERY & RELEASE FROM OBLIGATION AND/OR
RESPONSIBILITY**

_____ has been delivered, inspected and found to be in acceptable seaworthy condition. All expenses have been duly verified and the owner/agent has paid all charges for services rendered and expenses encountered during the delivery trip. The Captain and Mate/Engineer or Deckhand are hereby released from any further obligation or liability.

Owner/Agent Name (PRINT)_____

Owner/Agent Signature _____

Date: _____

Captain's Name (PRINT)_____

Captain's Name Signature _____

Date: _____