

Spyglass Marine Services Inc.

Yacht Delivery Agreement

It is understood that Spyglass Marine Services Inc, will deliver the Motor Yacht:

From:
To:
Via:

The departure date will be:

The trip is expected to take:

The delivery fee of \$TBD per day is based on the rate of \$TBD per day for the Captain and \$TBD per day for the Mate. Travel to and from the vessel will be billed at half the daily rate as will layovers caused by mechanical problems or weather.

It is understood that our Captain is expected to cover as many miles as safely possible during daylight hours. Night time running will occur only in exceptional circumstances where unexpected delays caused by weather, mechanical problems or locks have put the agreed delivery schedule in jeopardy.

Prior to departure seventy-five percent (75%) of the total anticipated delivery fee will be paid in the form of a cashier's check. As an alternative, a credit card with a notarized letter of authorization for the Captain's use for en-route expenses can be provided. Expenses shall include but not be limited to fuel, dockage, repairs and service. A detailed summary of expenses and a balance sheet for all credit card charges and cash expenditures will be submitted at the conclusion of the trip. Any funds due to the Captain and/or Mate will be paid prior to departure from boat. Return airfare or a prepaid ticket for the Captain and crew will be presented prior to the boat's departure. The vessel's owner or agent will also be responsible for ground transportation to and from the airport.

Prior to departure, the Captain will inspect the vessel to determine its seaworthiness and compliance with necessary Coast Guard equipment requirements. It is also expected that the vessel will have a minimum of four docking lines of ample length and a minimum of four fenders of adequate size for locking and docking. It is also expected that the vessel have ample tools necessary for simple repairs and maintenance. Fluid levels will be checked and logged daily, along with notations that may reflect any deterioration in the vessel's performance or seaworthiness.

It is also expected that there will be ample supply of bed linens, cooking utensils and cleaning supplies, including dish detergent, paper towels etc., along with deck cleaning supplies and equipment. At the end of each day, (as conditions allow), the Captain and Mate will wash the boat down to remove any accumulated salt spray and diesel exhaust soot.

Unless otherwise arranged, the Captain will supply all necessary charts, navigation instruments, binoculars, hand held VHF radio, etc.

Necessary insurance coverage will be provided by the owner (with certificate or letter from underwriter) naming our Spyglass Marine Captain as additionally insured.

It is understood that there will be no consumption of alcoholic beverages while the vessel is underway and there will be no smoking at any time by either the crew or any service personnel brought on board.

It is also agreed that if the services of the Captain and/or Mate are terminated by the owner prior to the conclusion of the trip, he/they will be paid for all the days worked up to and including the days of termination, plus the travel days, along with the necessary airfare for his/their return home. It is also understood and agreed that if the Captain determines during the trip the vessel is un-seaworthy or conditions are otherwise not suitable for the continuation of the voyage he has the right to terminate the trip and shall be fully paid for his (and the mate's) services up to that point, including return airfare.

As part of the conclusion packet, the Owner will receive a copy of the Captain's daily log detailing all activities, including hours of operation, hourly position reports, locking delays, engine readings and gross fuel consumption.

Checks for deposits, Captain's services and expenses shall be made payable to Spyglass Marine Services, Inc.

The parties hereby agree to the conditions stated herein and subscribed below.

Captain

Date

Vessel Owner or Authorized Agent

Date

ACCEPTANCE OF DELIVERY & RELEASE FROM OBLIGATION OR RESPONSIBILITY

M/Y _____
has been delivered, inspected and found to be in acceptable condition.

All expenses have been verified and owner has paid all charges for services rendered and expenses encountered during the trip.

Spyglass Marine Services, Inc. is hereby released from any further obligation or liability.

Vessel Owner or Authorized Agent

Date

Spyglass Marine Services, Inc.

2619 Champion Road Naperville, IL 60564

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