

Seattle Sailing Club Overnight Charter Agreement – Shilshole to San Juans

| | |
|---------------|-------------------|
| Member name: | Date: |
| Phone number: | Membership level: |

| | |
|--------------------|-----------------|
| Yacht: | Slip: |
| Date of departure: | Date of return: |
| Time of departure: | Time of return: |
| Total nights: | |

| | |
|--|----|
| First night (2 days, 1 night): | \$ |
| Additional nights: at \$ per night = | \$ |
| Weekly rental (7 days, 6 nights): | \$ |
| Total boat rental: | \$ |

| | |
|---|----|
| Pre-boarding for early departure* (Oly \$230, NW/SJ \$110): | \$ |
| Add a barbeque grill (\$15 - charged separately when balance is due): | \$ |
| Add a dinghy (\$25 - charged separately when balance is due): | \$ |

Premium Overnight Service Add-On (\$300 - charged separately when balance is due)

*Pre-boarding for early departure is allowed after 5:00 pm the evening before the charter. Notice must be given to Seattle Sailing Club at least 24 hours in advance.

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|----------------------|
| For office use only: |
|----------------------|

| | |
|-----------------------|----|
| Subtotal: | \$ |
| Tax: | \$ |
| 20% Seasonal discount | \$ |
| Charter total: | \$ |

| | |
|--|----|
| 25% Deposit: | \$ |
| 75% Balance charged 7 days prior to charter: | \$ |

Charterer states that they have read and understand the provisions of this agreement with Seattle Sailing Club and the Yacht Owner and agree to the terms listed here and described in the Member Handbook. **Reservation is not considered final until the contract is received and deposit processed.** If balance is not paid at time of departure, payment will be automatically applied to the card number on file.

1. This Agreement is between the CHARTERER (named above) and the Yacht Owner through its Manager, Seattle Sailing Club.
2. Seattle Sailing Club shall deliver the yacht to the CHARTERER clean, seaworthy, and in good running order.
3. CHARTERER agrees to be fully responsible for all furnished equipment aboard the yacht. CHARTERER agrees to pay Seattle Sailing Club the amount necessary to replace damaged or lost equipment not covered by the Concierge Fee.
4. CHARTERER accepts full and complete responsibility for the safety and care of the yacht, crew, and passengers; the use, misuse, loss or damage of the yacht is the sole responsibility of their actions during the term of this agreement. Seattle Sailing Club reserves the right of immediate termination of the charter and repossession of the vessel in the event the vessel is damaged during the term of this agreement. In the event of charter termination or vessel repossession, no payment of the charter will be refunded and the CHARTERER will be responsible for the insurance deductible up to \$5,000.
5. The Club reserves the right to seize the boat at any time during the charter. Situations resulting in the seizure of the vessel include and are not limited to: groundings, accidents/collisions, damage, loss of major equipment, charterer negligence, flagrant disregard to charter and/or Club policies, etc.
 - a. In the event the Club seizes the boat, the charterer is responsible for planning and paying for any additional accommodations and travel expenses incurred.
6. Damage to the boat whilst chartering is to be immediately communicated to the Club. All directions given by the Club must be followed. Failure to do so will result in seizure of the boat, loss of charter privileges, and the charterer will not be refunded the cost of the charter.
 - a. The charterer will not be refunded or credited the cost of the charter if damages result in the necessity of an immediate return of the boat to the nearest port or boatyard.
7. The CHARTERER acknowledges that illegal substances are prohibited aboard the yacht. If the yacht is boarded and illegal substances are found in the possession of the CHARTERER, the CHARTERER will be subject to civil and criminal penalties. If the chartered vessel is seized because of drug violations during the period of this charter, CHARTERER acknowledges full responsibility.
8. In the event the CHARTERER contracts with a commercial towing or rescue firm, Seattle Sailing Club is in no way obligated to reimburse the CHARTERER for this expense.
9. In the event Seattle Sailing Club is required to retain an Attorney to enforce any of their rights or to protect their interest under the terms of this agreement, CHARTERER agrees to pay for any reasonable Attorney's fees and court costs incurred.

Initial: _____

OVERNIGHT CHARTER CANCELLATION POLICY*

- Cancellations/changes can be made up to 14 days before the charter for a full refund of the deposit. Cancellations/changes made within 14 days of the charter are non-refundable and non-transferrable.

HOLIDAY OVERNIGHT CHARTER CANCELLATIONS* (Memorial Day Weekend, 4th of July, Labor Day Weekend)

- Cancellations/changes can be made up to 30 days before the charter for a full refund of the deposit. Cancellations/changes made within 30 days of the charter are non-refundable and non-transferable.

***Cancellations must be made by calling or emailing the club.**

I understand and agree to adhere to this cancellation policy - Initial: _____

POST CHARTER POLICIES:

- Member is responsible for pumping out the holding tank(s) and refueling the vessel at their own expense after an overnight charter. Neglecting to pump out after an overnight charter will result in a \$150 pump out fee. Neglecting to refuel after an overnight charter will result in a \$150 fee.

Initial: _____

Member signature: _____

Date: _____

Club representative: _____

Date: _____

In case of an emergency, please call 911.

- Shilshole Marina: (206) 787-3006
- Shilshole Marina after hours: 206-601-4089
- Marina Fuel Dock (206) 783-7555
- Vessel Assist: 1 (800) 391-4869
- Cap Sante Marina: (360) 293-0694
- Port of Seattle Police (non-emergency): (206) 787-5401
- US Coast Guard **Rescue Coordination Center Seattle**: (206) 220-7001
 - VHF radio channel 16
- Seattle Dive Company: (760) 221-8507

SAN JUAN ISLANDS CHARTER ADDENDUM & INFORMATION

PRE CHARTER REQUIREMENTS (out of Shilshole)

- Attend and successfully pass 1 San Juan Island Navigation Seminar.
- Complete a [Float Plan](#) sent in tandem with this contract via Google Sheet invite. Float plan *must be returned to the Club a minimum of 21 days prior to departure*.
- Complete 1 overnight out of Shilshole Marina
- BOATUS Membership** (Club members are eligible for a 10% discount off their BoatUS membership. See the [Member's Resources Page](#) for more information).
- ASA 104 or equivalent check-out**

PRE CHARTER RECOMMENDATIONS

- ASA 105 Coastal Navigation (preferred)
- 7 day, 6 night minimum (recommended)

ADDITIONAL CHARTER POLICIES

1. Charters are scheduled to begin at 9:00 am (unless otherwise discussed) the first day of the charter and the charterer must be finished with all required post-sail responsibilities and off of the boat by 5:00 pm on the last day. Charterers will be charged a Late Return Fee of \$250 for remaining on that boat after 5:00 pm.
2. Complete Overnight Charter Usage Report within 24 hours of the last day of the charter. Failure to do so will result in the suspension of future San Juan Island Charters.
3. The Club reserves the right to seize the boat at any time during the charter. Situations resulting in the seizure of the vessel include and are not limited to: groundings, accidents/collisions, damage, loss of major equipment, charterer negligence, flagrant disregard to charter and/or Club policies, etc.
 - a. In the event the Club seizes the boat, the charterer is responsible for planning and paying for any additional accommodations and travel expenses incurred.
4. Damage to the boat whilst chartering is to be immediately communicated to the Club. All directions given by the Club must be followed. Failure to do so will result in seizure of the boat, loss of charter privileges, and the charterer will not be refunded the cost of the charter.
 - a. The charterer will not be refunded or credited the cost of the charter if damages result in the necessity of an immediate return of the boat to the nearest port or boatyard.
5. The charterer is required to follow standard Club reservation policies in the San Juan Islands the same as they would out of Shilshole. There are a few additional policies below specific to charters in the San Juan Islands. These policies include and are not limited to:
 - a. No sailing/motoring at night. All boats will be docked or moored by sunset.
 - b. No sailing/motoring in low visibility (thick fog).
 - c. No sailing/motoring in winds gusting 25kts+.

- d. No sailing/motoring during thunder/lightning storms
- e. No pets or animals on board.
- f. Spray sunscreen is prohibited
- g. Single handing is prohibited on charters out of Anacortes.
- h. **No sailing/motoring through No-go Zones (see page 3-6). Damage or accidents in these areas are not covered under the Deductible Waiver.**
- i. No sailing/motoring further west than a line between Port Angeles, WA and Victoria, BC – and no further north than Port Hardy, BC (top of Vancouver Island).
- j. No smoking in the cabin of the boat.
- k. Operating an SSC boat under the influence of an intoxicant or any illegal substance is strictly prohibited. Please keep in mind that we operate our boats on a federal waterway. Marijuana is still illegal on Puget Sound and other surrounding bodies of water.

6. Payments

- a. A 25% deposit is due at the time of reservation for overnight charters. If the reservation was done online, please allow 2-3 business days for the deposit to go through on your card on file. An automatic payment for the balance will be charged **7-days prior** to the first day of the charter.

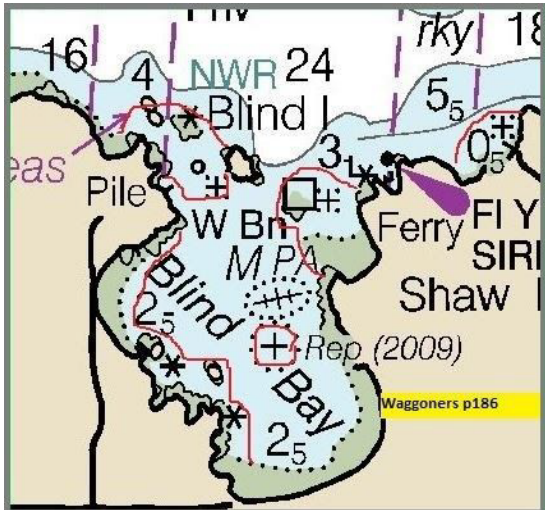
I understand the above information and agree to the policies stated above.

X _____
Member Signature

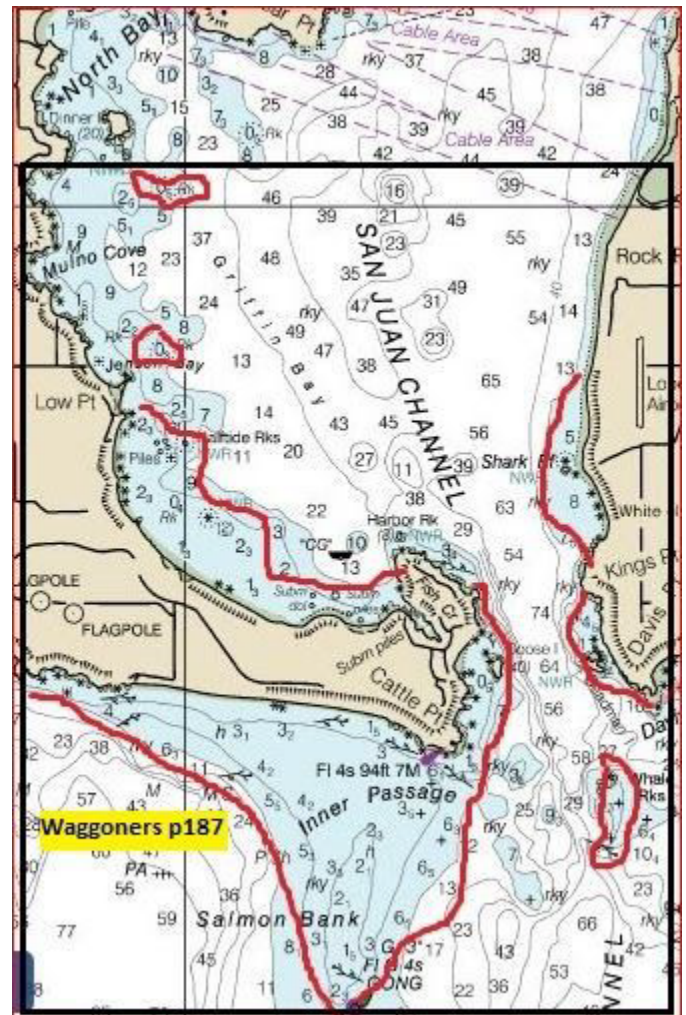
Date

SEATTLE SAILING CLUB - SAN JUAN ISLAND NO-GO-ZONES

Below are the chart sections of areas Seattle Sailing Club has deemed as “No-Go-Zones” when chartering Club boats in the San Juan Islands. No-Go-Zones (NGZ) are known areas with dangerous navigational hazards. For the safety of our members and our fleet, members are prohibited from sailing, anchoring, or motoring in or through these areas. The **Deductible Waiver does not apply** in these areas and any damage to a Club boat within these areas will be an out of pocket expense for the skipper of the boat. The NGZs are highlighted in red on each chart section and the sections are in alphabetical order.



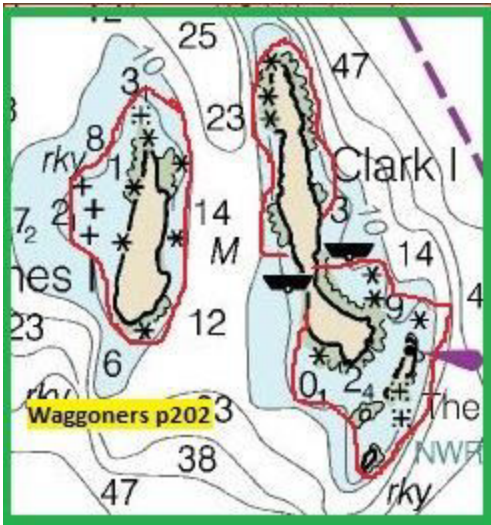
Blind Bay □



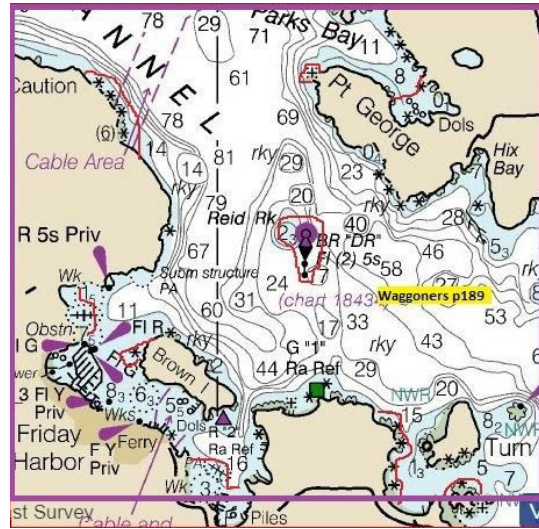
Cattle's Pass □



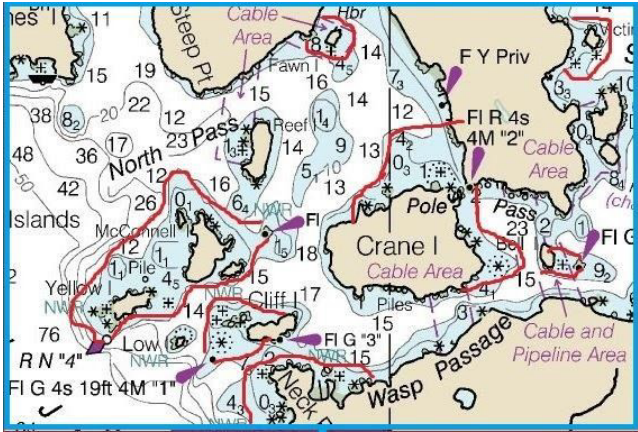
Burrows Bay □



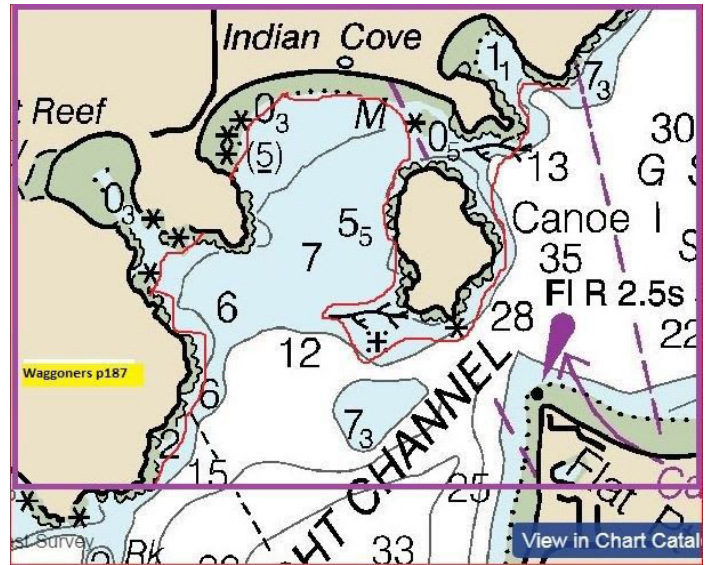
Clark & Barnes □



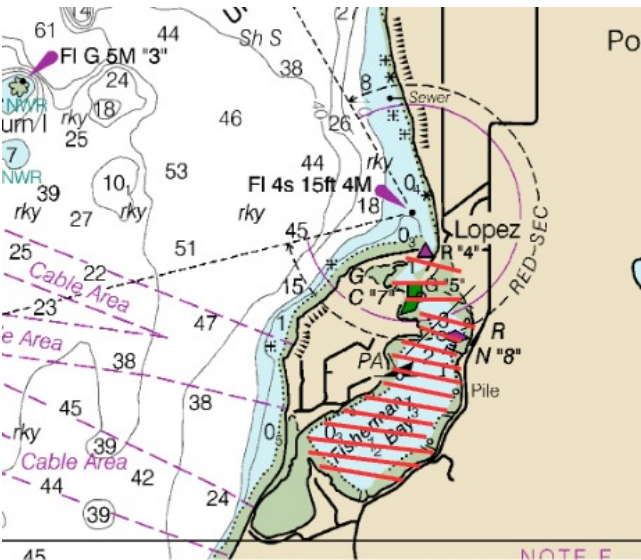
Friday Harbor □



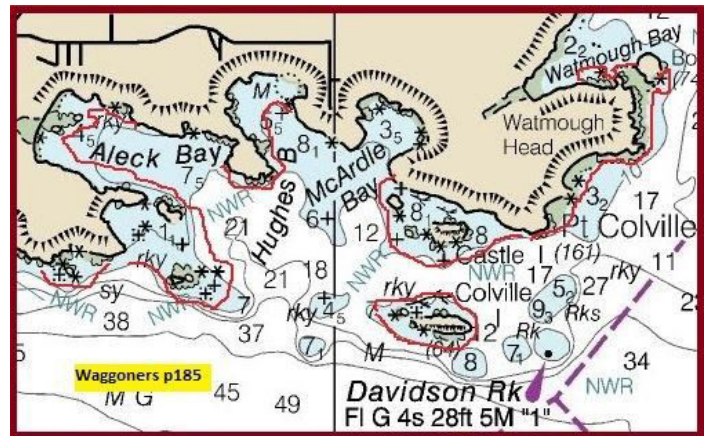
Deer Harbor □



Indian Cove - Shaw Island □



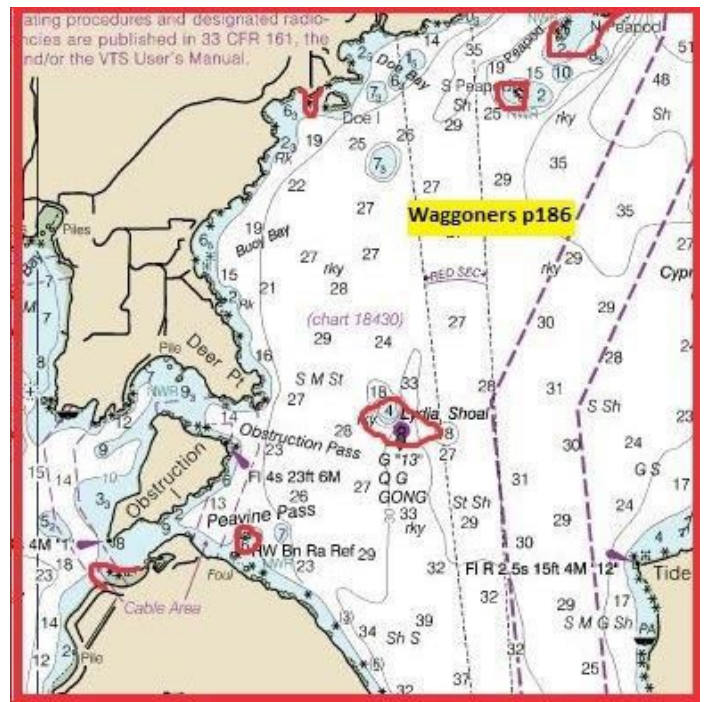
Fisherman's Bay □



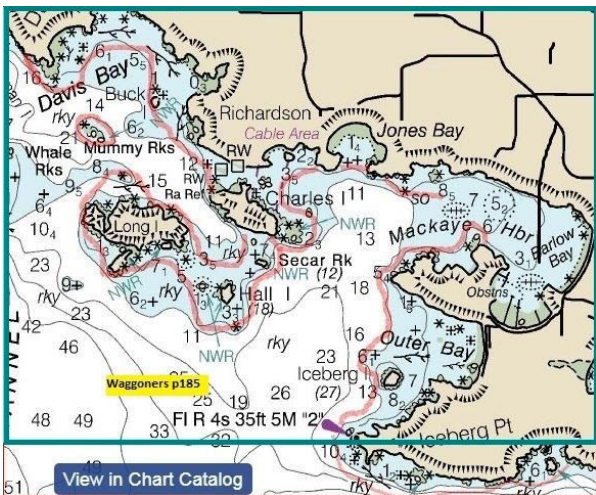
Lopez Island - Aleck Bay □



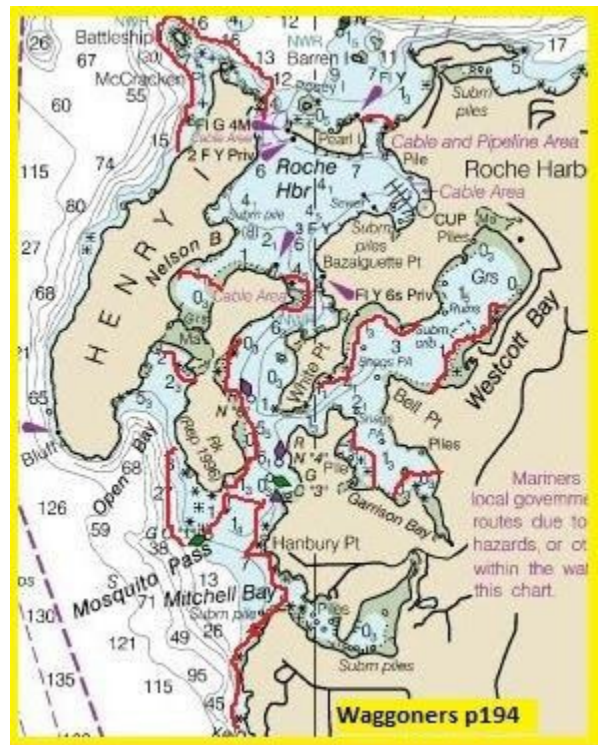
Lopez Pass □



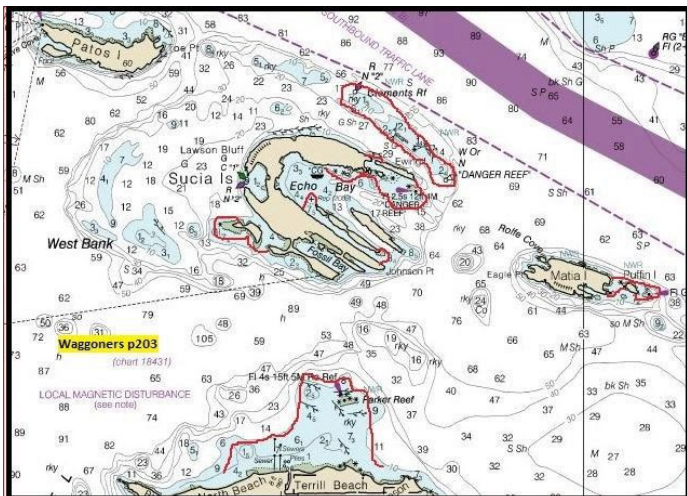
Obstruction Island □



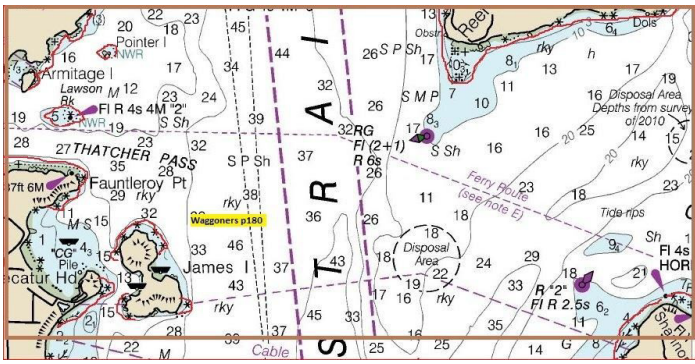
Lopez South End □



Roche Harbor □



North of Orcas Island □



Rosario - James Island □



Spencer Spit □



Rosario - Sinclair Island □

I have reviewed and understand the No-Go Zones: