



1. Payment Terms

To confirm your booking you must make a deposit of 50% of the total amount payable (see your personal quotation/contract).

Initial payment is due within 7 days after receiving your confirmed booking.

Final payment: The remaining balance is paid any time convenient before embarkation. Alternatively you can pay in cash at embarkation.

The payments can be made by:

- bank transfer to our account
- Paypal
- upon previous agreement by credit card (VISA, MasterCard only - a 3% surcharge)

2. Duties

The crew will consist of a Captain and one crew member. The crew is responsible for the boat and to take care of all the aspects related to it.

- navigating the yacht
- anchoring/mooring
- management of the vessel in all respects
- customer safety

3. Children

If children under the age of 18 are taken on board, the CHARTERER shall be fully responsible for their safety, conduct and entertainment. Children are to be under the direct supervision of an adult member of the CHARTERER's party at all times.

4. Itinerary

The skipper will try to follow the selected itinerary as close as possible and accommodate the desires of the Charterer; however there may be circumstances out of his control where this may not be possible. The skipper has authority to change the itinerary when and where he/she deems necessary. This will be primarily for safety reasons or adverse weather conditions.

The durations given for various charter packages are approximate. In each case Sailing Tarpon Islands LLC will provide the Charterer with at least the times indicated. However, numerous events may make an exact return time impossible. Consequently, we recommend the Charterer keep a flexible return time. The Captain will have the authority in deciding whether the boat will be docked at the pier or in the nearby bay (access to the shore by dinghy/tender) if the weather conditions require it.

In cases where inclement weather is forecast Sailing Tarpon islands LLC Charters will, at their sole discretion, cancel and reschedule any trip. We will do our best to accommodate the Charterer's schedule. In rare cases where no alternative date is possible the Charterer's money will be refunded.

5. Captains' Authority

The crew of Escapade will be at the disposal of the Charterer for the navigation of the vessel to locations based on the trip selected. The exact route will depend on conditions and be at the Captain's discretion. The crew will comply with all reasonable requests of the Charterer so far as they are consistent with the safety of the vessel, her guests and crew.

The Captain shall have absolute authority in matters of navigation, seamanship and safety (both at sea and anchored). The Captain shall be entitled to require the Charterer and all members of his party to comply with reasonable orders where the Charterer or any member of his party might otherwise be at risk. The Captain may also decline any activities that could risk the vessel's insurance, or significantly delay the agreed to end of the charter period or otherwise be prejudicial to the Owner's interests.

Guest alcohol consumption: No alcohol consumption will be permitted by guests under the age of 21. Sailing Tarpon LLC will not be liable for any misfortune of a guest arising out of consumption of alcohol and we reserve the right to limit the consumption.

If any guest refuses to obey limits on or prohibition of alcohol consumption as directed by the captain or crew the voyage may be terminated and there shall be no refund of the charter.

Without prejudice to any other remedy of the OWNER, if in the reasonable opinion of the Captain, the CHARTERER or any of his Guests fail to observe the provisions in Clause 8 (Charter's Obligations) and if such failure continues after the Captain has given due and specific warning to the CHARTERER the Captain may terminate the Charter and return Escapade to the port. Upon return the Charter Period is terminated. The CHARTERER and his guests shall disembark. The CHARTERER shall not be entitled to a refund of any part of the Charter Fee.

6. Cancellation / date change

If you need to cancel your booking or change the dates you must notify us by email. The cancellation fees are based on the period of time between the date of cancellation and the previously scheduled departure date.

30 to 8 days prior to embarkation 75% refund

7 days or less prior to embarkation 50% refund

Sailing Tarpon Islands LLC will make every reasonable effort to accommodate a request to reschedule a charter for any reason. However, if we cannot agree to a new date because of Escapade Charter's bookings and the CHARTER'S schedule, the change request will be treated as a cancellation and the refund schedule will apply.

7. Health of the charterer's party

The nature of a yacht charter may render it unsuitable for anybody with physical disability (heart condition, etc), reduced mobility, undergoing medical treatment or any medical condition that requires special care (advanced pregnancy, etc) . By signing this Contract/ Agreement the CHARTER warrants the medical fitness of all members of the CHARTERER'S party for the voyage contemplated by this Agreement.

The CHARTER accepts responsibility for determining the participants' medical, physical or other suitability for participating in the trip. The CHARTERER and all members of his party understand that the boat has limited medical facilities and that the crew is only capable of offering basic first-aid in a medical emergency. In the event of illness or injury appropriate medical care must be summoned by radio and treatment will be delayed until the patient can be transported to a proper medical care center. The CHARTERER and all members of his party agree that the crew may not be able to offer required medical care. The CHARTERER and all members of his party agree in advance to these conditions.

8. Charterer's Obligations / Use of the yacht

8.1 The CHARTERER and all members of his party understand there are certain safety rules which they must obey, that they have a duty to exercise reasonable care for their own safety and agree to do so and that they must follow the instructions of the Captain.

8.2 The CHARTERER and all members of his party shall take all reasonable care of the Vessel and its equipment.

8.3 The CHARTERER shall observe all applicable rules, regulations and laws .

8.4 The CHARTERER shall limit the number of persons in his party to six (6) or less.

8.5 If the CHARTERER fails to show up on the scheduled day of the Charter and has not previously notified the Owner, the Owner may treat this Agreement as terminated without prejudice to its rights to recover any unpaid portion of the Charter Fee.

8.6 Students or other groups under 18 years of age shall be chaperoned by a reasonable number of parents or other responsible adults.

8.7 The CHARTERER shall use the Yacht exclusively as a pleasure vessel for the use of himself and his Guests.

8.8 The CHARTERER shall ensure that the behavior of himself and his Guests shall not cause a nuisance to any person or bring the Yacht into disrepute.

8.9 The CHARTERER shall comply, and shall ensure that his Guests comply, with laws and regulations.

8.10 The Captain shall promptly draw the CHARTERER's attention to any infringement of these terms by himself or his Guests, and if such behavior continues after this warning, the Captain may, by notice in writing given to the CHARTERER, terminate this Agreement in accordance with Clause 6 of this Agreement.

8.11 If the CHARTERER or any of his Guests commit any offense contrary to laws and regulations which results in any member of the crew of Escapade being detained, fined or imprisoned, or Escapade being detained, seized or fined the CHARTERER shall indemnify the OWNER against all loss, damage and expense incurred by the OWNER as a result.

8.12 It is also specifically understood that the possession or use of any illegal drugs or any weapons (including particularly firearms) shall be sufficient reason for the captain to terminate the Charter forthwith without refund or recourse against the OWNER.

9. Charterer's liability

The CHARTERER shall only be liable for such costs or losses as may be incurred by repairing damage caused by the CHARTERER or his guests (intentionally or otherwise) to the Yacht or Yacht equipment, furniture, toilets or any third party up to the level of the deductible on the OWNER's insurance policy for each separate accident or occurrence.

The CHARTERER may be liable for a sum greater than the deductible on any one accident or occurrence if the CHARTERER or any of his guests acted in such a manner (intentionally or otherwise) as to avoid, or limit, the coverage under the OWNER's insurance.

10. Assumption of risk and complete release of liability

By signature of this Contract/ Agreement the CHARTERER and all members of his party understand that there are potential risks and dangers involved with cruising which may result in an injury to themselves or members of his/her group or others on board as a result of the CHARTERERS' actions or inactions. These risks and hazards include, but are not limited to falls overboard, slips or falls at any time while boarding, de-boarding, or on-board, any injury or accident occurring while traveling in a dinghy/tender and unavailability of immediate and/or appropriate medical attention in case of any type of injury.

The CHARTERER and all members of his party assumes each and every such risk whether specifically listed herein or not and whether foreseeable or not and understand that they have a duty to exercise reasonable care for their own safety and agree to do so.

By signing this Contract/Agreement the CHARTERER and all members of his party explicitly acknowledge, accept and willingly assume all risks and hazards related to, arising out of, or associated their participation in a cruising trip and voluntarily agree to release, discharge, and hold harmless Sailing Tarpon Islands Charters, its members, owners, employees, from any and all claims of liability.

11. Special Notes

If there is a major change before you depart we will notify you as soon as practicable and offer you the opportunity to cancel and receive a full refund or reschedule. In all cases our liability is limited to the amount of payment received by Sailing Tarpon Islands Charters. Thus we cannot accept responsibility, or pay compensation, where we have to cancel a charter due to Force Majeure (including, but not limited to, fire, collision, grounding, fog, governmental act or regulation, technical or maintenance problems with the yacht, adverse weather, or any unforeseen or unavoidable event beyond our control).

In the highly unlikely event of the yacht not being available when you arrive for reasons beyond our control (e.g. damage on a previous charter) we reserve the right to refund the charter fee but will be liable for no other charges.

12. Special Conditions (if any)

When booking a charter the CHARTERER may request specific equipment by made available. Sailing Tarpon Islands LLC will make every effort to meet the requests if possible. Any additional charges will be quoted to CHARTERER for their prior approval.

Use of Guest Likeness :

Guests consent to Sailing Tarpon Islands LLC "STI" use and display of a Guest's likeness in any video, photograph or other depiction for any purpose, commercial or otherwise, without compensation or liability of any kind. This consent by Guests extends to minors and other persons in the care and charge of a Guest. Guests further agree that any type of photograph or recording, in any audio or video format, of a Guest, other guests, crew members, independent contractors, concessionaires, guest entertainers or any other third party onboard any of STI's Vessels or depicting said Vessels, their design, equipment or any other feature or part of said Vessels, shall not be used by a Guest for any commercial purpose, or other financial gain, personal or otherwise, including but not limited to in any media format or broadcast, or for any other use without the express written consent of STI. STI is permitted to take any and all reasonable measures to protect STIC and enforce this provision.