



Dear Yacht Owner,

Thank you for clicking on our link. We'd like to take this opportunity to introduce ourselves.

CharterPort BVI is the professional crewed charter yacht clearinghouse and marketing agency based on Tortola. Located at Village Cay Marina in the heart of the Road Town's provisioning and banking, **CharterPort BVI** is managed by Dick Schoonover and Delyse Webb, with the able assistance of Cindy Joseph. You may recall Dick from either his years at Yacht Connections and Caribbean Connections, or even earlier, running a clearinghouse from St. Thomas. Delyse recently joined CharterPort BVI, leaving behind the galley of a charter catamaran. Cindy may be known to you as the past managing accountant for Village Cay Marina. Together the staff bring over 30 years of combined sailing, charter marketing and crewing experience to **CharterPort BVI**.

CharterPort BVI offers clients and crews much more than the desirable central location. Our clearinghouse fees are the lowest in the Virgin Islands, and we include:

- No initiation or start-up fees.
- No deposits required.
- Assistance with BVI trade licenses and work permits.
- Free local calls and incoming and out-going faxes.
- Free internet usage from our office computers (or if you prefer, plug your laptop into our ADSL line, or if you are so equipped, surf wirelessly through our WiFi link).
- 10% discount on dockage at Village Cay Marina to Charter Yacht Society members.

CharterPort BVI has at its disposal perhaps the most secure charter escrow account in the Caribbean. Members have the option of using our low-cost credit card machine for brokers or the brokers guests to pay their charter deposits or final balances (even for crew gratuities!), and crews may also use this to pay their monthly CharterPort BVI bills. And of course we have postage service from both Her Majesty's and the U.S. governments available to our fleet members through Khoy's Mailing Service, a local BVI company.

So if you are new to charter yacht ownership, you've been considering a change, or just want to check us out, please don't hesitate to stop by and see us, or call us on 284-494-7955.

Fair Winds,
Dick, Delyse, Ivy, Heather and Cindy
CharterPort BVI
Road Town, Tortola
British Virgin Islands
yachting@charterportbvi.com • 284-494-7956

On the dock in Yachting's Paradise: The British Virgin Islands

MEMBERSHIP REQUIREMENTS

When joining **CharterPort BVI** the following documentation is required from the Owner/Operator/Agent for the yacht:

1. Completed Application Form
2. Rate Schedule
3. Calendar Information
4. Brochures (at least 300)
5. Crew Profile and Sample Menu
6. Copy of Captain's License, All Appropriate SCUBA Dive Licenses
7. Copy of Current Insurance Policy or Cover Letter including Dive Insurance
8. Power of Attorney
9. Appropriate Fees:
 - 1st month's dues (US\$130.00)
 - Annual Fee required by Charter Index for listing (US\$348.00)
 - US Mail Box service (US\$20.00) if required

PLEASE NOTE THAT CharterPort BVI ONLY ACCEPTS NEW MEMBERS AFTER VIEWING THE YACHT, SINCE IT IS TO THE BENEFIT OF MEMBERS AND BROKERS THAT THE QUALITY OF MEMBERS IS UNIFORM.

All yachts must have a Captain onboard that is licensed in accordance with the flag that the vessel flies, and carry a minimum of US\$300,000 public liability insurance (P&L). All Owners/Operators/Agents must advise CharterPort BVI of any changes which may occur with regard to insurance coverage on their yacht.

Whilst not a regulatory or enforcement agency, **CharterPort BVI** does urge its member yachts to observe the laws and regulations of the country in which they are working and ensure that all licenses, insurances, safety inspections and documentations are applied for and kept up-to-date. We can offer assistance for applying for Trade Licenses and Work Permits for the British Virgin Islands.

Centralized Charter Booking Format - Business Overview

The following terms and conditions are standard throughout the crewed charter industry and we ask that you read them carefully and contact us if you have any questions regarding them. By signing the contracts you are confirming your agreement to these terms and conditions of business.

Policies and Terms of Business

Brokers throughout the world contact **CharterPort BVI** primarily on our World Wide Web address. The brokers may also call or fax us requests, questions, inquiries and bookings. Since it is an impartial service, brokers must make the initial contact and refer to yachts by name. If the yacht they request is booked and the charter broker's client definitely cannot alter their dates, they will be advised, upon request, of **all** other yachts available for that period.

A broker may place a "working or option" notation on certain dates if he/she has a client close to booking. Should another broker request the same or similar dates, the first broker will be given a 48 hour period in which to complete the booking. If at the end of this period the first broker has not completed the booking, the second broker will be given a 48 hour time period and so on until the dates are booked. **These same rules apply to owner bookings, should a valid "working or option" notation be in place.**

The first broker to complete the booking with funds in hand, will have the dates confirmed to them and will be issued a **Confirmation Number**. The broker will deduct their commission from the deposit. At present, brokers received 15% commission on a charter and, if booked with a travel agent, a 20% commission (10% for the broker, 10% for the travel agent). The deposit monies must be received in CharterPort BVI's escrow account within 21 days of a Confirmation Number being issued. Should the deposit monies not be received within that period, the yacht's Captain will be advised and he must make the decision whether to hold the dates or to reopen them. Once a Confirmation Number has been issued, **CharterPort BVI** will issue a Booking Advice to the yacht which details dates, broker, charter fee, commission, etc.

Once the deposit has been received, a Trust Account Deposit Advice is issued. Copies will be distributed to the yacht, the broker and **CharterPort BVI**. **The yacht's Captain is expected to check this form very carefully and report any discrepancies to the broker and to CharterPort BVI.**

Deposit monies are held in **CharterPort BVI's** FirstBank VI Trust Account on Tortola, BVI or in the Charter Yacht Broker Association's (CYBA) trust account at U.S. Bank in Minneapolis. Funds will be released to the Owner/Operator/Agent 10 days prior to charter.

Where last minute bookings are taken, for example, three weeks or less before commencement of the charter, the total charter fee will be due and **CharterPort BVI** will disburse the "net" charter monies to the yacht as soon as cleared funds are available. It should be noted that overseas cheques take 21 days to clear in Tortola and the yacht's Captain may wish to request that the broker arranges for a wire transfer of the "net" charter fees to ensure receipt of cleared funds into **CharterPort BVI's** escrow account prior to charter.

SELF BOOKINGS - Should you wish to block time for your yacht, either for owner's use, maintenance, crew vacation, self-bookings, or any of a host of reasons, **CharterPort BVI** must be advised as early as possible **in writing**. Please check your calendar before blocking time. *If a broker has a working or option notation on conflicting dates you are required to give the broker 48 hours to complete their sale.* **It is essential that a Captain/Owner/Agents honour confirmed broker bookings over last minute owner requests.**

Cancellation and Refund Policy

If it should become necessary to cancel a charter, following are the terms and conditions under which refunds or re-application of deposit monies will apply:

1. A refund will be given if written agreement is given to **CharterPort BVI** by the Yacht Owner/Yacht Captain/Agent of the Yacht and the Charter Yacht Broker.

2. If the charterer cancels his booking and it is possible to re-book the yacht for the same period as the original booking, a complete refund of the deposit will be made through the originating broker.

If the yacht is only re-booked for a portion of the original period, refunds will be made on a pro-rated basis.

If the charterer would like to have the deposit money applied to a future date, and the Owner/Captain/Agent is agreeable to this, the deposit monies can be retained in the Trust account until such time.

3. In the event of a change of Captain, a refund will be made if the charterer wishes to cancel for this reason.
4. Should the yacht become unfit for charter for any reason, a refund will be made. In the case of mechanical breakdown, a 24 hour period is extended to the yacht to successfully make repairs and perform the charter.
5. If it is necessary for the Yacht to cancel a charter at short notice, it is the responsibility of the Yacht Owner/Captain/Agent to use their best endeavours to obtain a suitable substitute vessel and to contact the Charter Broker and **CharterPort BVI** directly to discuss both the need for cancellation of a charter and substitute vessels.

In turn, this matter must be discussed between the Broker and the charterer and approval of this change must be received. If it is not possible to obtain a substitute vessel and the charter is, therefore, cancelled, a complete refund of all monies received by the yacht will be made to the charterer through the Charter Broker. Since the contract is between the yacht, the charter broker and the charterer, it is the obligation of the Owner/Captain/Agent to make every effort to provide an adequate substitute yacht. No liability is accepted by **CharterPort BVI** for any refund of deposit monies which have already been remitted to the yacht for the cancelled charter.

6. Should a boat be unable to fulfill its charter obligations, the Charter Broker is entitled to his or her full commission, since the Charter Broker has performed their part of the bargain. However, when a charterer cancels, the broker is entitled to half their "earned fee", i.e. their commission, and likewise, the boat is entitled to their "earned fee" - the deposit.
7. Should any owner wish to withdraw his boat from charter and thereby necessitate the cancellation of any charters already booked, he is responsible for paying to the broker their earned fee, i.e. their commission.

Arbitration Committee

Should a dispute regarding the refund of a deposit not be resolved by and between the Owner/Captain/Agent and the Charter Broker and their charter client, and none of the above circumstances apply, the dispute shall be submitted to an Arbitration Committee. The Arbitration Committee shall be made up of one person nominated by the charter broker, one person nominated by the Yacht Owner/Captain/Agent involved in the dispute and a third person nominated by the two appointed arbitrators. The Arbitration Committee's decisions shall be final and binding on all parties involved. The Arbitration Committee must make a decision in a prudent and timely manner.

Charter Rates and Seasons

Summer Season	1 May to 14 December
Winter Season	15 December to 30 April
Festive or Holiday Season	19 December to 5 January

Please ensure that we have your correct rates for the forthcoming summer season before 15 December and those for the winter season before 1 May.



Application for Membership

Yacht Name: _____ Captain _____

Agent: _____

Owner's name, address, telephone, fax and e-mail address:

Person making final decisions on charter will be: _____

- Place monthly statement in yacht's mailbox
- Mail the monthly statement to:

Yacht Telephone # & E-mail: _____

Please list the names of your additional crew members: _____

Cheques for charter deposits or final balances should be made payable to:

Terms & Conditions

1. One person must be designated as making any "final decisions" on charters.
2. It is the owner's responsibility to book out any "down time" such as owner's time, self-bookings, maintenance time, etc.
3. The owner will honour all charter broker bookings and/or working notations, and in booking owner time or owner-booked charters will comply with the 48 hour-option rules as they also apply to brokers.
4. The owner is responsible for the payment (or repayment) of broker commissions should the owner withdraw the yacht from charter, or should the owner cancel a broker-booked charter.
5. CharterPort BVI will be the sole and only central agent dealing with the yacht's bookings calendar.
6. The owner will abide by all bookings accepted on the yacht's behalf by CharterPort BVI.
7. All monthly statements will be paid in full within the period of 21 days after the statement has been mailed/placed in yacht's mail box. Clients that are persistently late will be charged an additional US\$20/month.

Please sign below, acknowledging that you have read and understand the terms and conditions set out above, and specifically that you agree to the above terms.

Signed: _____ **Date:** _____

US Mail Service: ____ Yes ____ No



AGREEMENT

THIS AGREEMENT is made between **CHARTERPORT BVI** and the **YACHT OWNER** subject to the following conditions.

IT IS AGREED the **YACHT OWNER** hereby agrees to appoint **CHARTERPORT BVI** to act as the exclusive calendar-clearing agent for the **VESSEL** _____, for the **CALENDER YEAR**: _____. It is understood and agreed the Vessel is actively engaging in the business of crewed chartering.

CHARTERPORT BVI shall,

1. Make known to qualified brokers the yacht's available dates and current rates.
2. Confirm charters.
3. Distribute brochures.
4. Confirm that each charter deposit is received at the appropriate time or check with the yacht captain to see if he wishes to hold or re-open the dates.
5. Hold all deposit monies in the CharterPort BVI Trust account.

THE YACHT OWNER shall,

1. Pay all joining fees. This includes annual membership for the Charter Index search engine (www.CharterIndex.com).
2. Complete a **CharterPort BVI** yacht information sheet
3. Submit crew profiles
4. Submit copy of Captain's License, any necessary Dive licenses with current insurance certificate, STCW certificates and Yacht Insurance Cover Note.
5. Provide seasonal rates on a timely basis.
6. Provide an adequate supply of yacht brochures (if available) to be made available to the broker network.
7. Inform **CharterPort BVI** immediately of any planned crew change, sale of vessel or any other changes, which would affect the availability of the yacht.
8. Hereby instruct **CharterPort BVI** to rely on instructions given by the captains of the vessel acting on the Yacht Owner's behalf.
9. Hereby instruct **CharterPort BVI** to collect and hold all deposits and balances of charter fees in the **CharterPort BVI** Trust account.
10. Pay commission to the broker of 15% on every charter except when the broker is working with a travel agent in which case the commission shall be 20%
11. Abide by the policies described in **CharterPort BVI's** attached information package.

The policies referred to in Clause 11 include, but are not limited to:

CANCELLATION & REFUND POLICY: Should a boat cancel a charter prior to the commencement date for any reason, a full refund is due to the client. The Yacht Owner shall pay to the broker his/her full commission.

REPEAT COMMISSIONS & REFERRALS: The Yacht Owner agrees to pass all repeat business and referrals back through the originating broker or broker/travel agent and shall pay repeat commissions of 15% to the broker or 20% if the broker is working with a travel agent

BOOKING PROCEDURES: **CharterPort BVI** is authorized to sell time on your yacht, i.e. our confirmation number given to a broker is as valid as a signed contract, providing the following conditions are met:

1. Dates are open and rate is as published
2. Number of guests and ages of guests are in agreement with your yacht information sheet provided to **CharterPort BVI** or any subsequent written changes made by the Yacht Owner
3. Any other stipulations the Yacht Owner has made in writing and which are published to brokers, e.g. 5-day minimums, +5% with travel agent, premium holiday rates, etc.

Once a broker confirms a charter with **CharterPort BVI**, he or she is responsible for remitting the appropriate deposit into **CharterPort BVI's** Trust account within 21-days. If the deposit is not received, **CharterPort BVI** will contact the Yacht Owner to see whether the Yacht Owner still wishes to hold the dates or reopen them.

BROKER BOOKINGS MUST BE HONORED OVER LAST MINUTE OWNER REQUESTS.

ARBITRATION: Disputes with regard to cancellation and refund policies will be arbitrated and abided by as outlined in our information package.

BASIC CHARTERPORT BVI SERVICES: When a vessel subscribes to **CharterPort BVI's** services, the Yacht Owner is responsible for all charges incurred in connection with all services connected with the vessel.

Furthermore, the Yacht Owner affirms that he/she is aware of, and complying with, all laws and regulations of the country in which the boat is working and will ensure that all licenses, insurances, safety inspections and documentation are applied for and kept current. Should a Yacht Owner be in contravention of any of the terms and conditions of business set out herewith or in **CharterPort BVI's** detailed information package, **CharterPort BVI** may cancel this agreement forthwith.

The Yacht Owner agrees to pay **1%** (one percent) of the gross charter fee of any confirmed charter broker booking arranged through the services of **CharterPort BVI**, and further that **CharterPort BVI** may retain said **1%** fees from charter deposits as payment for said services. There are no additional sign up fees or deposits. US mail service, if required, shall also be requested at this time – an additional fee of \$20.00 per month will be assessed. **Failure to keep accounts current on a monthly basis will result in all services being discontinued.** The yacht Owner also agrees to pay CharterPort BVI a monthly membership fee of \$130.00. The annual fee for Charter Index is not included in the monthly fee.

CharterPort BVI also requires that all member yachts have a full annual membership with *Charter Index Ltd.*

The Yacht Owner also agrees to **CharterPort BVI's** right to set off any unpaid charges by using charter deposit monies for the vessel (which are dispersed 10-days prior to the start of a charter) to which the vessel is currently entitled. This Agreement may be terminated by either party giving one month's notice to the other.

The yacht Owner agrees that **CharterPort BVI** provides no management for the Vessel nor does **CharterPort BVI** have any control whatsoever of the described Vessel. The Yacht Owner agrees he is solely responsible for the performance of the charter including all liabilities for the charter guests. The Yacht Owner agrees the charter broker who successfully books a charter on the yacht is an agent of the Yacht Owner. The Yacht Owner agrees to hold **CharterPort BVI** harmless in any proceedings against the Vessel, the Yacht Owner, the Charter Broker or any other party.

Denial or Curtailment of Services

CharterPort BVI reserves the right to represent yacht owners, charter yachts and yacht crews of our choosing.

CharterPort BVI may refuse to represent, or cancel representation for a variety of reasons, including but not limited to:

- Non-payment to service vendors or to CharterPort BVI
- Capricious charter cancellations
- Marine safety concerns or violations
- Criminal activity
- Moral turpitude
- Habitual intoxication or use of illegal drugs
- Bringing CharterPort BVI into disrepute
- Financial malfeasance

CharterPort BVI is the sole arbiter of the above mentioned items.

DISCLAIMER

CharterPort BVI provides information that is given to them by the owners and crews of the yachts they represent. The accuracy of this information rests ultimately with the individual yacht's owner. All particulars provided to the broker community on our associated web pages and publications are believed to be accurate and true. **CharterPort BVI** accepts no responsibility for errors or omissions.

.....Date..... Date.....

Owner's Signature

Captain's Signature

.....
Witness

.....
Witness

.....
Owner's Name (Printed)

.....EMAIL:.....

Owner's Address

For **CharterPort BVI**Date.....

Power of Attorney

If you wish your captain (or any other designated person or entity) to sign charter contracts on your behalf, it is necessary for us to have on file the relevant Power of Attorney authorising him to do so. A simple form is given below for completion.

BY THIS POWER OF ATTORNEY made the _____ day of _____ 200__.

WE _____ of _____

HEREBY APPOINT _____ of _____

our ATTORNEY in our name and on our behalf to agree terms IN RELATION TO THE CHARTER OF THE YACHT

_____ AND TO SIGN CONTRACTS WITH THIRD PARTIES IN RELATION TO SUCH

CHARTERS and to execute such documentation as may be necessary for this purpose subject to HIM/HER having

satisfied HIMSELF/HERSELF that appropriate financial arrangements have been made and that such arrangements are

in the interests of the Company and WE HEREBY AGREE AND UNDERTAKE to ratify and confirm all and whatsoever

our said Attorney shall lawfully do or cause to be done by virtue of this Deed and WE DECLARE that the Power of

Attorney shall be irrevocable for _____ months from the date hereof.

IN WITNESS whereof the Common Seal of the Company has been hereunto affixed the day and year first above written.

THE COMMON SEAL OF

was hereto affixed in the presence of:

Director _____

BANK & DEPOSIT DETAILS

YACHT: _____

CHEQUES TO BE MADE PAYABLE TO: _____

Your charter deposit cheques will be paid out of FirstBank VI, Road Town, Tortola, British Virgin Islands. Please circle one of the following as a guideline for how you would like us to handle your deposit cheques:

Always Deposit Cheques Deposit only on Request Leave Cheques in Box Wire Transfer

Bank Deposit Slips on File? _____ Yes _____ No

In the event that you are on charter and wish us to pay in deposit monies to your account, or you wish us to wire transfer funds to a specific account, we require the following information:

BANK NAME & ADDRESS: _____

BANK ROUTING/ ABA # _____

ACCOUNT NAME AND NUMBER: _____

TYPE OF ACCOUNT _____ Checking _____ Savings _____ Other

