



# II Dolphins Sailing Yacht Deliveries

## II Dolphins Sailing Delivery Contract

This agreement is made and entered into in the town of Wilmington, North Carolina on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ between:

(Owner name and address)

\_\_\_\_\_

\_\_\_\_\_

(Yacht name and brief description)

\_\_\_\_\_

(Hailing port)

\_\_\_\_\_

(Document or Registration number)

\_\_\_\_\_

hereinafter called Owner,

and

Captain Ed Shires  
U.S. Coast Guard License number 958208  
II Dolphins Sailing  
Wilmington, North Carolina 28412  
hereinafter called Captain.

The Owner agrees to employ and hereby authorizes the Captain, who accepts employment to deliver the aforesaid vessel from

(Departure point) \_\_\_\_\_

to (Destination point) \_\_\_\_\_

for a contract rate of \$ \_\_\_\_\_ per day plus expenses of the Captain, crew and vessel as defined in Article 1 of this contract. Owner understands and agrees that billing of the daily rate begins at the time of the Captain and Crew's departure from their home base and continues until their return to that base. Owner agrees to pay for breakdown and weather delay time as described in Article 2.

**Article 1 - Definitions DELIVERY** - 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, excepting locations off limits to U.S. citizens. **EXPENSES** - Expenses of the Captain and Crew are defined as all costs of travel from Wilmington, North Carolina to the location of the vessel, to include airfare, auto rental, fuel, meals, tolls, and ground transportations including taxis, shuttles, and buses, return transportation from the destination point to Wilmington, North Carolina, to include airfare, auto rental, fuel, meals, tolls, and ground transportation including taxis, shuttles, and buses. Expenses of the Captain and Crew include provisions to be billed at a daily rate set forth in this contract. Expenses of the Vessel are defined as fuel, lubricants, dockage, customs and port fees, repairs or maintenance necessary to the completion of the delivery, and purchase by the Captain of any equipment required to comply with prevailing U.S. Coast Guard or local regulations.

**Article 2 - Terms** The Owner shall pay the Captain the agreed daily rate of \$ \_\_\_\_\_ from the time of departure from Wilmington, NC until his return to that base. Fractional days will be rounded to the nearest quarter day. Travel expenses as described in Article 1 of this contract will be paid by the Owner. Food and Provision costs will be paid by the Owner at the rate of \$ \_\_\_\_\_ per day per person for the entire term of the delivery. In the event of a mechanical or gear failure requiring a layover for repair of more than six hours, layover time will be billed at two-thirds of the agreed daily rate. In the event of a layover of more than six hours due to severe weather, delay time will be billed at two-thirds of the agreed daily rate. The owner will be responsible for the cost of any repair or maintenance required to complete the voyage. The owner will be contacted and consulted on any item of repair expected to cost more than one hundred dollars (\$100.00). An itemized statement of travel expenses, vessel expenses, and other delivery costs will be presented at the completion of the delivery. All fees and expenses are due upon presentation of the statement.

A.) A deposit in cash or certified funds amounting to \_\_\_\_% of the total delivery cost estimate will be paid prior to the Captain's departure to the vessel. Any remaining fee will be paid upon presentation of the itemized statement of delivery expenses. All payments will be in U.S. dollars by certified funds or wire transfer. If the completion of the delivery requires more time than the original estimate, overtime days will be paid at the agreed daily rate established above along with the agreed daily food and provision rate. If the delivery requires fewer days than the original estimate, the final statement will be adjusted accordingly and any overpayment by the Owner will be promptly returned by the Captain.

B.) Crewmembers required in addition to the Captain will be retained by the Captain. The Captain will have the responsibility of recruiting adequate Mate and Crewmembers. The Captain will be responsible for the wages of the Crewmembers.

Article 3 - Inspection of the Vessel, Equipment Failure Safety of the Vessel and of the Crew are the primary concerns of the Captain. Upon arrival at the Vessel, the Captain will make an inspection of the Vessel, her gear, equipment, and compliance with U.S. Coast Guard and other applicable regulations. If any condition is discovered which, in the opinion of the Captain, renders the Vessel unsafe for the intended route of the delivery, the Owner will be notified and the departure will be delayed until all such matters are resolved. If the owner chooses not to correct the unsafe condition or to authorize his agent to correct the unsafe condition, the delivery will be terminated and the Captain and Crew will return to their home base. In the event of a delivery aborted due to an owners unwillingness to correct an unsafe condition, time from the home base to the Vessel, time spent inspecting the Vessel, and time spent on the return trip to home base will be billed at twice the agreed daily rate plus travel expenses. Remaining funds on deposit will promptly be returned to the Owner by the Captain. If, during the course of the delivery, failure or damage to the yacht or failure or damage to equipment or systems which would hinder the Vessel's ability to continue or make a safe voyage occur, the Owner must correct or authorize the correction of such circumstances at Owner's expense. The voyage may be terminated by the Captain if, in the Captain's judgment, the vessel is unsafe for the intended route. The Captain will secure a berth for the Vessel at the Owner's expense. The Captain will be paid the agreed daily fee and travel expenses through return to his home base. Any funds remaining from the initial delivery deposit which are in excess of the amount due the Captain will be promptly returned to the Owner by the Captain.

Article 4 - Marine Insurance The Owner will provide a copy of a marine insurance policy with documentation designating the Captain and Crew as additionally insured parties to cover possible liabilities including, but not limited to, damages to the vessel, expenses related to injuries to the Captain or Crew, public liability and property damage.

Article 5 - Loss or Damage The Captain is not responsible for normal wear of the Vessel, her gear or equipment, nor for any failure of the Vessel or equipment while under prudent operation in a manner consistent with established practices, nor is the Captain responsible for losses or damage due to piracy, war, government actions, acts of God including storms, lightning, or other natural phenomena. The Captain is not responsible for damages or injury to the Vessel or Crew, or for termination of the voyage due to the causes designated in this Article.

Article 6 - Disputes Any dispute or claim arising from this contract shall be decided by a Court of competent jurisdiction in New Hanover County, North Carolina. The cost of any legal action, including reasonable attorney fees, necessary to collect monies due the Captain from the Owner under this contract shall be borne by the Owner.

Owner \_\_\_\_\_ Captain \_\_\_\_\_

DELIVERY COMPLETION STATEMENT The described vessel has been safely delivered to its intended destination. The Captain has been paid in full and holds no claim to this vessel.

Captain \_\_\_\_\_ Date \_\_\_\_\_