Bareboat Charter Agreement Template (Florida)

Sample yacht charter agreement — Miami, Florida (template)

How to use this template. Fill in every blank before anyone signs. In a bareboat (demise) charter the Owner hands over the Vessel without a captain or crew: the Charterer chooses, engages and pays any captain independently, the Owner is not aboard, and no more than 12 passengers are carried (the Charterer not counted). If the Owner supplies, names or pays the captain, the trip is a passenger-for-hire operation under U.S. Coast Guard rules instead, and this template does not fit it.

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01 The parties

Owner

Owner / company legal name

State of organization (if a company)

Address

Phone

Email

Authorized signatory

Title

Charterer

Charterer full legal name

Date of birth

Address

Phone

Email

Government ID type

ID number

Emergency contact name

Emergency contact phone

Relationship

02 The Vessel

Vessel name

Make / model

Year

USCG official (documentation) number

State registration number

Decal number

Hull identification number (HIN)

Length (registered / overall)

Flag

Initials: Owner ____ Charterer ____

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Home marina and slip

Maximum passengers (12 or fewer)

Passenger capacity

Passenger(s) acknowledge that the maximum number of passengers permitted on board the vessel is _____ (as stated in Part 2), excluding the Captain and Crew. Passenger(s) agree that no additional persons may board the vessel beyond this limit. The Captain reserves the right to deny boarding to any individual if passenger capacity is exceeded, without refund, for safety and legal compliance.

Initial to accept this clause

03 Charter term, delivery, return and cruising area

Delivery date

Delivery time

Duration (hours / days)

Delivery place (marina)

Return time

Return place (marina)

Expected number of passengers

Permitted cruising area (e.g. Biscayne Bay and inshore waters of Miami-Dade County)

Delivery, inspection and return

At delivery and at return the parties inspect the Vessel together and record its condition in Annex A. The Charterer returns the Vessel at the time and place in Part 3, in the condition in which it was delivered (ordinary wear excepted), clean and with all its equipment. A late return is charged at the rate in Part 4 for each hour or part of an hour.

04 Charter hire, tax and deposits

Charter hire (US$)

Florida sales tax and surtax, if due (US$)

Total charter hire (US$)

Reservation deposit (US$, non-refundable)

Balance due (US$) and when

Payment method

Security deposit for damage (US$)

Late return rate (US$ per hour)

Fuel: delivered at / returned at

Charter Deposit and Payment Policy

A deposit may be asked for to hold the charter. There is no refund on the deposit. This payment secures the booking date. The captain and crew reserve their time, and the deposit goes for that. If the charter is still 21 days or more away, the Owner is happy to move it to another day. Inside 21 days, a new date is up to the yacht captain, and the Owner cannot promise one. If the Coast Guard says it is not safe to go out, the Owner will gladly refund the deposit. That is the only time the deposit is refunded. Any balance is paid before or at the start of the charter. A no-show or a late arrival keeps the deposit. A cancellation the passenger starts, including one for their own weather concern, does not refund the deposit. The deposit may be applied to damage, extra cleaning, or an unpaid balance where the law allows. Weather and Safety Policy. Charters run rain or shine. If

Initials: Owner Charterer

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the captain holds the day and the Coast Guard has not said it is not safe to go out, the Owner will move the charter or keep what was paid toward another day, and the Owner cannot promise a new date inside 21 days.

Initial to accept this clause ☐

Taxes and the captain's fee

The Charterer pays any Florida sales or use tax (with any county surtax) due on the charter hire, which the Owner collects and remits where the law requires. The captain's fee is agreed and paid between the Charterer and the captain under their own agreement; it is not part of the charter hire and does not pass through the Owner.

05 Bareboat charter: possession, command and control

Bareboat (demise) charter

The Owner charters the Vessel to the Charterer without captain or crew. From delivery until return, the Charterer has full possession, command and navigation of the Vessel, exercised through the captain the Charterer engages, and is responsible for its operation.

No crew, fuel or provisions from the Owner

The Owner does not provide, specify, require, pay or supervise any captain or crew, and provides no fuel, food, beverages or other provisions as part of the charter hire. Fuel, provisions, dockage away from the home marina and other operating costs during the charter term are the Charterer's. The Vessel is delivered with the fuel level recorded in Annex A and is returned at the same level, or the difference is charged at cost.

Owner not aboard

Neither the Owner nor any employee or representative of the Owner will be aboard the Vessel in any capacity during the charter term.

Passengers

The Charterer will not carry more passengers than the maximum stated in Part 2, and never more than 12 passengers (the Charterer not counted), and will not accept money or any other consideration from anyone aboard for their carriage.

Captains known to the Owner

If the Owner gives the Charterer the names of captains known to the Owner, that list is for information only: the Charterer is free to engage any qualified captain, on the list or not, and the Owner receives no part of any captain's fee.

06 The captain (engaged by the Charterer)

☐ The Charterer engages the captain named below under a separate agreement and pays the captain directly.

☐ The Charterer will operate the Vessel personally, and has completed the experience statement below.

Captain name _____ Phone _____

USCG credential type (e.g. OUPV / Master) _____ Credential number _____ Expiration date _____

Captain's fee (paid by the Charterer directly to the captain) _____ Drug-testing program (if enrolled) _____

Initials: Owner ☐ Charterer ☐

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Captain selection

Passenger(s) acknowledge that the selection of a captain is made solely by the passenger(s). The vessel owner, operator, booking platform, and affiliates do not assign, recommend, control, or employ the selected captain. Any captain selected operates as an independent contractor and is not an agent, employee, or representative of the vessel owner or operator. Passenger(s) voluntarily choose their captain and accept all responsibility for such selection.

Initial to accept this clause ☐

Charterer's boating experience: vessel types, sizes, years, waters (if operating personally)

Florida boating safety ID card / exemption (born on or after 1 Jan 1988)

Other licences or certificates

Operator qualifications

Whoever operates the Vessel must hold every licence, credential and boating safety identification the law requires for that Vessel and that voyage, carry it aboard, and follow federal and Florida boating law. In Florida, an operator born on or after January 1, 1988 must carry a Florida boating safety identification card or an accepted equivalent unless exempt (section 327.395, Florida Statutes). The Owner may refuse delivery if the operator cannot show what is required.

07 Use of the Vessel

Prohibited uses

The Charterer will not, and will not allow anyone aboard to: (a) carry passengers for hire or use the Vessel for any commercial purpose; (b) sub-charter, lend or assign the Vessel or this Agreement; (c) leave the permitted cruising area in Part 3 without the Owner's written consent; (d) race, tow, or use the Vessel for any unlawful purpose; (e) operate the Vessel while impaired, or in conditions beyond the operator's competence; (f) carry more passengers than Part 2 allows.

Drug and Alcohol Policy

Passenger(s) acknowledge that the possession, use, or distribution of illegal drugs is strictly prohibited on board the vessel at all times. Alcohol consumption, if permitted, must be conducted responsibly and in accordance with all applicable laws and safety guidelines. The Captain reserves the absolute right to refuse boarding, terminate the charter, or restrict alcohol consumption if any passenger appears intoxicated, impaired, unsafe, or disruptive. No refunds shall be issued in such cases. Passenger(s) assume all responsibility and liability arising from alcohol consumption or prohibited substances.

Initial to accept this clause ☐

08 Damage, insurance, delivery and return

Damage to Vessel

Passenger(s) acknowledge responsibility for any damage caused to the vessel, its equipment, furnishings, or accessories resulting from the actions, negligence, misuse, or misconduct of the passenger(s) or their guests. Passenger(s) agree to reimburse the vessel owner or operator for all costs associated with repair, replacement, cleaning, loss of use, or diminished value resulting from such damage. The Captain reserves the right to terminate the charter immediately, without refund, if damage occurs or if passenger conduct creates a risk of damage to the vessel.

Initial to accept this clause ☐

Initials: Owner ☐ Charterer ☐

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Owner's insurer (hull and liability)	Policy number

Liability limit (US$)	Deductible (US$)	Charterer's own insurance (if any)

Insurance

The Owner states above the insurance it carries on the Vessel. That insurance does not relieve the Charterer of responsibility under the Damage to Vessel clause: the Charterer is responsible for any deductible and any loss not paid by insurance that results from the acts of the Charterer or the Charterer's guests. The Charterer may carry their own charter liability insurance.

Owner's statements

The Owner states that the Vessel is documented or registered as shown in Part 2, and that at delivery it carries the safety equipment federal and Florida law require for its size and the number of people aboard.

Right to refuse delivery or end the charter

The Owner may refuse delivery, or require the Vessel's return, if this Agreement is breached, the passenger limit is exceeded, the operator lacks a required credential, or the Vessel is used unsafely or unlawfully. In that case the Charter Deposit and Payment Policy applies.

09 Charter agreement and liability waiver

1. Assumption of Risk

The undersigned passenger(s) acknowledge that participation in boating and charter activities involves inherent risks, including but not limited to injury, illness, drowning, weather conditions, equipment failure, and actions of other participants. Passenger(s) voluntarily assume all such risks.

2. Nature of Charter / No Passenger-for-Hire

Passenger(s) acknowledge and agree that this is a private charter arrangement and not a passenger-for-hire operation. The Owner does not operate, navigate, or control the vessel. Any captain or operator is selected independently by the Charterer and is not an employee, agent, or representative of the Owner. Passenger(s) further acknowledge that the Owner does not provide, recommend, assign, or supervise the captain.

3. Release and Waiver of Liability

Passenger(s) hereby release, waive, and discharge the Owner, Operator, Captain, Crew, Agents, and Affiliates from any and all claims, demands, actions, or causes of action arising out of or related to participation in the charter, including negligence, to the fullest extent permitted by law.

4. Indemnification

Passenger(s) agree to indemnify and hold harmless the Owner, Operator, Captain, and Crew from any claims, damages, losses, or expenses arising from passenger actions, omissions, or violations of this Agreement.

5. Passenger Responsibilities

Passenger(s) agree to follow all instructions provided by the independently selected Captain, comply with safety rules, wear safety equipment when instructed, and behave in a lawful and respectful manner at all times.

6. Medical Consent

Passenger(s) certify that they are physically and medically fit to participate in the charter. In the event of an emergency, passenger(s) authorize the Captain or Crew to obtain medical treatment on their behalf.

Initials: Owner ☐ Charterer ☐

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7. Limitation of Liability

Owner, Agent, Captain, and Crew shall not be held liable for injuries, loss of property, delays, cancellations, or incidents arising from participation in the charter, except where required by law.

8. Cancellation and Weather Policy

The captain may change or hold the charter for weather, a mechanical issue, or safety. There is no refund on the deposit. It secures the booking date, the captain and crew reserve their time, and the deposit goes for that. If the charter is still 21 days or more away, the Owner is happy to move it to another day. Inside 21 days, a new date is up to the yacht captain, and the Owner cannot promise one. If the Coast Guard says it is not safe to go out, the Owner will gladly refund the deposit. That is the only time the deposit is refunded. Any other safety hold is a new date or credit toward one.

9. Governing Law

This Agreement shall be governed by federal maritime law and, where applicable, the laws of the State of Florida. Any dispute shall be resolved in Miami-Dade County, Florida.

10. Acceptance of Agreement and Electronic Signature

By signing below, passenger(s) acknowledge that they have read, understood, and voluntarily agree to all terms of this Charter Agreement and Liability Waiver. This Agreement is executed electronically pursuant to the U.S. E-SIGN Act and Florida's Uniform Electronic Transactions Act (UETA), and such electronic signature shall be deemed legally binding.

I agree and acknowledge above written clauses from 1 to 10.

Initial to accept this clause _____

10 Signatures

I Agree and I have read, understand, and agree to the Charter Agreement and Liability Waiver.

Signed in counterparts, on paper or electronically. Each party keeps a copy of the whole Agreement with its annexes.

OWNER / AUTHORIZED SIGNATORY

Signature

Printed name and title

Date

CHARTERER

Signature

Printed name

Date

Captain’s acknowledgment. I was engaged by the Charterer, not by the Owner; I hold the credential stated in Part 6; and I am responsible for the safe navigation of the Vessel during the charter.

CAPTAIN (ACKNOWLEDGMENT)

Signature

Printed name

Date

Initials: Owner _____ Charterer _____

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Annex A — Condition report at delivery and return

Filled in together by the Owner and the Charterer (or the Charterer's captain) at delivery and again at return.

Vessel

Charter date

Item	At delivery	At return
Date and time		
Engine hours		
Fuel level		
Hull and exterior		
Interior and upholstery		
Safety equipment aboard		
Tender / toys		
Notes		

OWNER

Signature

Date

CHARTERER

Signature

Date

Initials: Owner ☐ Charterer ☐

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Annex B — Passenger waiver

Every person who comes aboard signs a copy of this page, including the Charterer. Copy it as many times as needed.

Vessel

Charter date

First name

Last name

Date of birth

Physical address

Email

Emergency contact name

Emergency contact phone

☐ I am travelling with minors, or with adults in my care, and sign for them as their legal guardian or authorised representative:

Name of minor / dependent adult	Age

Assumption of risk

Boating involves inherent and unavoidable risks including but not limited to slips, falls, sudden vessel movements, wakes, waves, weather conditions, sun exposure, and contact with equipment or other boats. By boarding the vessel _____, I voluntarily assume all risks associated with this charter.

Liability release

I release and discharge _____ (the Owner), the vessel _____, its Owner, Agent, Captain, and Crew from any and all liability, claims, demands, causes of action, damages, or losses arising from participation in this charter, including incidents occurring while boarding, onboard, disembarking, or in the water. (Note: If signing with minors under your care, this release also covers them).

Onboard security notice

I acknowledge and agree that the vessel _____ is equipped with onboard security cameras, which are operated exclusively for surveillance, safety, and the protection of the vessel and passengers, and not for commercial or marketing purposes.

I acknowledge that I am at least 18 years of age (or signing as the legal guardian or authorized representative of any listed minors or legally dependent adults), and that I have carefully read, understood, and agree to the Assumption of Risk, Liability Release, and Onboard Security Notice outlined above.

Initial to accept this clause ☐

Initials: Owner ☐ Charterer ☐

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PASSENGER

Signature

Printed name

Date

Initials: Owner ____ Charterer ____

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