



Vessel Delivery Agreement

This agreement is made and entered into on this day of _____, between:

Boat Owner _____

Home address: _____

and Dink Marine, 7 Post Road, Brick, New Jersey for the delivery of the vessel:

Boat Name: _____

Manufacturer: _____

Model: _____,

The Captain for this delivery will be Captain Stephen D. Dinklage (Captain), USCG License Number 2208931, 100-Ton Near Coast Master.

1. Agreement:

- a. Owner agrees to retain the services of the Captain to deliver or operate aforesaid vessel from _____, (Port of Departure), to _____ (Destination Port). The departure date is scheduled for _____, as per Captain and vessel availability.
- b. Owner agrees to have the vessel ready for departure on or before said departure date or be subject to additional layover fees.
- c. Special Conditions: _____

2. Definitions:

- a. Delivery- assuming command of the vessel, without passengers, only for the purpose of moving her on her hull, from one port to another, within the United States.
- b. Expenses- cost directly related to the contracted delivery activities such as, but not limited to, vessel provisioning, fuel, oil, port fees, vessel repairs, Captain and Crew transportation and related costs. Use of personal automobile will be charged at a rate of \$0.50 per mile.
- c. Day, a day is defined as a 10-hour daylight calendar day. If underway for a 24-hour period, Captain/Crew fees will be charged accordingly. A day will be allocated if a significant portion of the day is devoted to the delivery activities (i.e. if travel to or from the vessel port of origin or destination is scheduled is such a way no alternate activity can be planned for that day, an additional delivery day will be charged.
- d. Layover, any delay in the scheduled delivery due to either vessel malfunction or significant weather conditions will be charged in accordance with rate sheet. Delays resulting from choices made by the Captain, not related to the vessel or significant weather resulting in delivery delays will not be charged as additional delivery days.



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3. Terms:
 - a. Owner shall pay the Captain/Crew fees in accordance with the attached "Rate Sheet". Payments will be made in the name of the Captain as an independent contractor.
 - b. The delivery fee/expenses shall be paid as follows:
 - i. _____ Deposit to be paid prior to Captain's departure to vessel
 - ii. Balance to be paid to Captain on completion of delivery.
 - c. Crew, crewmembers, as deemed necessary by the Captain, in addition to the Captain, will be retained by the Captain to assist in the delivery of said vessel. The Captain will have the responsibility for recruiting adequate Mate and Crewmembers. The Crew's wages shall be the responsibility of the Captain.
 - d. Inspection and Equipment Failure, the Owner represents the vessel to be seaworthy. However, if upon inspection and preparation or en route (underway), mechanical, electronic, electrical failure, loss or damage occurs or has occurred to said vessel or it's equipment which, in the Captains' judgment, hinders the ability to make or continue a safe voyage, the Owner must correct it, or authorize corrective action, at the Owner's expense. The Captain may terminate the voyage if, in the Captain's judgment, the vessel is considered unsafe, then he will be paid the daily fee plus all expenses incurred including return air/ground fare to his home base. All remaining monies advanced more than what be due to him will be returned to the Owner, or his agent, by the Captain.
 - e. Expense money, the Captain will maintain an itemized record with receipts, petty cash slips and invoices, where procurable, as basis for final accounting to the Owner. If the expenses exceed the amount of the advance, then the Owner will provide funds to cover the deficiency. If the voyage exceeds the estimated days, the Owner will provide the additional funds at an intermediate stop or at the conclusion, whichever is feasible first. If the journey takes less time than estimated, the Captain will promptly refund any monies due to the Owner.
 - f. **Marine Insurance, an insurance policy will be provided by the Owner, with the Captain and Crew included as additionally insured parties to cover any necessary towing and possible liabilities including, but not limited to, damages to the vessel or injuries to the crew due to vessel malfunctions.** Coverage shall also include public liability and property damage. If the vessel owner is aboard for the trip, they assume full responsibility to protect the Captain and Crew from allegations of gross neglect resulting in damage to the vessel. The Captain will not be held responsible for any vessel damage.
 - g. Hold Harmless, the Captain is not responsible for normal wear and tear or for equipment failure under prudent operation consistent with established practices, nor for loss resulting from acts of God [i.e.: Lightning, Hurricanes, etc.]. The Captain is not responsible for losses due to acts of war, piracy, government's actions, or insurgencies, nor for damage to the vessel or injuries to the Crew sustained there



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- from, nor for the termination of the voyage caused as a practical consequence there from.
- h. Illegal Activities, all obligations of the Captain under this agreement will become null and void if the said vessel is engaged in any illegal activity or violation of the Zero Tolerance government regulations regarding transportation or use of illegal drugs or smuggling on board. The Captain and Crew will uphold the law, report such activities, and support the authorities conducting any investigation whether on land or on the high seas.
 - i. Rules of Responsibility, the Owner, his guests and supplied Crew will adhere to Rules of Responsibility as outlined by the Captain. These will include, but not be limited to 1.) No consumption of alcoholic beverages while vessel is underway, 2.) No smoking in the interior spaces, 3.) Carry no contraband (including alcoholic beverages) onboard vessel, 4.) Present all firearms for inspection, and 5.) Follow all reasonable instructions issued by the Captain.
 - j. Accommodations, adequate berthing quarters, and food preparation equipment will be available to the Captain for the duration of the delivery. If at anytime during the delivery process, such accommodations are not available, alternate means such as hotel and restaurant facilities will be arranged at the Owner's expense.
 - k. All currently United States Coast Guard required safety and lifesaving devices, including VHF radio and recommended replacement parts typical to such a voyage (i.e.: oil, filters, belts, etc.) will be onboard vessel prior to departure and in working order. If any of the aforementioned items are out of date or in a condition unacceptable, in the sole judgment of the Captain, replacements or repairs will be acquired at Owner's expense.
 - l. This Agreement constitutes the sole and entire agreement and understanding of the parties with respect to the subject matter hereof, all prior discussions, negotiations, comments, and undertakings relating thereto being merged herein.

IN WITNESS WHEREOF, the undersigned have executed this Vessel Delivery Agreement on the day and year cited above.

Owner

Captain



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Post Delivery Statement (to be completed at end of delivery):

The vessel has been delivered to its destination in good condition. The Captain has been paid in full and holds no claim to the above-named vessel or its Owner.

Owner/Date

Captain/Date