



**DATE**

Yacht Delivery Contract: [YACHT NAME] [DELIVERY ROUTE]

Owner: [NAME]

Yacht: [YACHT TYPE] USCG Document # \_\_\_\_\_ (if applicable)

Captain: Andy Schell

Mate: One (1) Professional Mate

Crew: TBD

The owner, [NAME], agrees to employ and hereby authorizes the Captain, Andy Schell, who accepts employment to deliver [YACHT NAME], [DELIVERY ROUTE], for a contract rate of \$X.XX per mile plus vessel expenses, plus transportation costs for Captain and Mate, as defined in Article (1) One of this contract.

*Article (1) One: **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. “Vessel Expenses” - 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) Two: 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. An itemized statement of 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. Mate and 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 owner will be responsible for the wages of the Captain, plus transportation for Captain and Mate to and from the boat. The Captain will be responsible for the wages of the Mate, and transportation of any additional Crewmembers.*

*Article (3) Three: 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, 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.*

*Article (4) Four: **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.*

Owner: \_\_\_\_\_

Date:

Captain: *Andrew D. Schell*

Date:

Andrew D Schell