

# Aweigh All Boats LLC

## Delivery Contract

It is agreed the M/V M/Y S/V P/V: \_\_\_\_\_  
State/Federal Documentation number: \_\_\_\_\_  
Owner: \_\_\_\_\_  
Home Address \_\_\_\_\_  
Phone Numbers: (H) \_\_\_\_\_ (C) \_\_\_\_\_  
Make and Model: \_\_\_\_\_  
Length: \_\_\_\_\_  
Draft/Beam: \_\_\_\_\_  
Bridge Clearance: \_\_\_\_\_

Main Engines: \_\_\_\_\_  
Fuel Capacity and range: \_\_\_\_\_  
Cruising Speed@ RPMs and GPH: \_\_\_\_\_  
Departing on or about: \_\_\_\_\_  
From the port of: \_\_\_\_\_  
Delivered to the port of: \_\_\_\_\_

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**RATES & CONDITIONS:** The delivery fee shall be \$\_\_\_\_\_per (hour/day) for the Captain and \$\_\_\_\_\_ per (hour/day) for the Mate, Engineer or deckhand, with all time derived from on duty/off duty notations from the official vessel log. Captain shall provide Mate, Engineer or deckhand unless vessel owner/agent agrees to perform all duties expected of Mate/Engineer or Deckhand or provides their own compensated Mate/Engineer or Deckhand based upon selective conditions set forth by the Captain. Unless otherwise agreed, new clients or first time deliveries shall also provide a cashiers check made payable to the Captain for 1/2 the total anticipated delivery fee to be returned with this signed agreement. Said check will then be held as payment security and deducted from the total amount due upon completion of delivery. It is also agreed that any layover days caused by weather, mechanical failure, high water/seas, river and/or lock closures or other Acts of God shall be billed at the above agreed hour/day rate. A 1/2-day will be charged for travel to and from the vessel, which includes prep, provisioning and refueling the day prior to departure. Vessel's owner/agent also agrees to provide for all transportation charges incurred by the delivery crew to and from the point of departure and return to domicile. Daily rates can start as low as \$250.00.

**OPERATIONAL PROCEDURES:** Owner understands the Captain and crew will cover as many miles as safely possible during daylight hours, but night running may occur if a situation is brought about by mechanical problems or lockage delays either upstream or downstream of the nearest suitable marina or overnight anchorage. Additionally, night running may also occur to include crossing large bodies of water (Great Lakes, Gulf of Mexico, open seas) in order to take advantage of favorable weather and sea conditions, or with prior oral or written approval by the owner provided the vessel is equipped with GPS, Chart plotter and radar.

**EXPENSES UNDERWAY:** A Visa or Mastercard credit card in good standing shall be furnished by the owner with a notarized letter of authorization for the Captain's use for en-route expenses. These expenses include but are not limited to fuel, dockage, repairs, services, and food provisioning in transit and ashore. A detailed accounting of expenses for all credit card charges and cash expenditures will be submitted by the Captain at the conclusion of the trip, and any out of pocket funds due the Captain/Crew will be made prior to their departure from vessel. In the event any vendor while underway declines the above supplied credit card, said trip shall be considered terminated at the point of declination. (See EarlyTermination)

**TRIP LOG:** The Captain shall also maintain the vessels daily trip log (The Ships Log) detailing all activities to include hours of operation, position reports, locking delays, equipment failures, etc. In addition, fluid levels will be checked and logged daily, along with notations that may reflect any deterioration in the vessel's performance or seaworthiness.

**INSURANCE:** Necessary insurance coverage shall be provided by the owner of the vessel in the form of a certificate or underwriters letter naming the Captain and Mate/Engineer/or Deckhand as additionally insured. Coverage shall include public liability and property damage to cover any contingency including but not limited to damage to vessel or injuries to the Captain or crew. It is also understood that the Captain and Mates/Engineer or Deckhand will not be held responsible for normal wear and tear, acts of war, piracy, government insurgencies or counterinsurgencies, including damage to vessel, crew or passengers caused by faulty navigational equipment, improperly placed or missing navigational aids, uncharted underwater obstructions, or for termination of the voyage caused as a practical matter there from.

**ILLEGAL ACTIVITIES:** It is understood that no illegal drugs or contraband of any kind be neither allowed onboard nor will there be consumption of alcoholic beverages while the vessel is underway making way. Furthermore, no

smoking will be allowing inside the vessel. Smoking by either the crew or by any service personnel will only take place in designated areas on outside deck areas of the vessel.

**EARLY TERMINATION:** It is also agreed that if the services of the Captain and/or crew are terminated by the owner prior to the successful completion of the trip, said crew will be paid for all days worked up to and including the day of termination, plus the travel days, along with necessary airfare for crews to return to domicile. It is also agreed that if (during the course of the voyage) credit cards are refused for any reason or the Captain determines the vessel is not seaworthy or conditions exist that are deemed not suitable for continuance or may result in a "vessel not under command" situation, Captain may execute his command authority to terminate the voyage. Accordingly, the crew will be paid for all days worked up to and including the day of termination, plus the travel days, along with necessary airfare for crews return to domicile.

**SEAWORTHINESS:** Included in this agreement is an inspection checklist to assist the owner/agent in preparing the vessel for transit. Upon dockside arrival, the Captain will use the fore-mentioned checklist to inspect the vessel to determine its seaworthiness and to verify compliance with necessary Coast Guard requirements and CFR's for that particular vessel. If the Captain determines the vessel is not seaworthy or does not meet minimum CG requirements, he will state his reasons in writing on the checklist to the owner/agent. Accordingly, if the owner/agent fails to address the noted deficiencies in a timely manner, the crew will be paid for all days worked up to and including the day of termination, plus travel days, along with necessary airfare for crews return to domicile.

**VESSEL EQUIPMENT:** Vessel shall carry all current registration, documentation and insurance papers and be equipped with docking lines of ample length and girth equal to the number of kevels installed, appropriate numbers of anchoring devices and fenders of adequate size for locking and mooring. Also expected on board will be multiple sets of fuel filters for the main engines and genset(s), along with at least four one gallon containers of oil normally used in the main engines and one gallon of oil for the genset(s). The vessel must also carry the necessary tools to maintain simple repairs and maintenance while underway, to include spare bulbs, belts, etc. Vessel shall also carry ample supply of bed linens, cooking utensils and cleaning supplies, including dish detergent, paper towels, etc., along with deck cleaning supplies and equipment to support the delivery, and as conditions allow, the crew will wash down the vessel to remove accumulated salt spray, diesel exhaust soot, or other harmful agents. Vessel shall also carry all charts, navigation instruments, binoculars, hand-held VHF radio, etc., as necessary to complete the trip over waterways specified above. Unless there is already a working cellular phone on board, the Captain shall also provide a cellular phone to conduct vessel business as described, with reimbursement provided for said calls upon completion of voyage.

**HOLD HARMLESS:** The Captain in not responsible for normal wear and tear, nor for equipment failure under prudent operation consistent with established practices, nor for loss resulting from acts of God (ex lighting, 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, nor for the termination of the delivery caused by practical consequences from any of the above.

**DELIVERY AGREEMENT ACCEPTANCE**

The Parties hereby agree to the conditions stated herein as subscribed below:

Owner Name (PRINT) \_\_\_\_\_  
Owner Signature \_\_\_\_\_  
Date: \_\_\_\_\_  
Captain's Name (PRINT) \_\_\_\_\_  
Captain's Signature \_\_\_\_\_  
Date: \_\_\_\_\_

**ACCEPTANCE OF DELIVERY & RELEASE FROM OBLIGATION AND/OR RESPONSIBILITY**

M/V \_\_\_\_\_ has been delivered, inspected and found to be in acceptable seaworthy condition. All expenses have been duly verified and owner has paid all charges for services rendered and expenses encountered during the delivery trip. The Captain and Mate/Engineer or Deckhand are hereby released from any further obligation or liability.

Owner/Agent: \_\_\_\_\_ Date: \_\_\_\_\_  
Captain: \_\_\_\_\_ Date: \_\_\_\_\_

