

# Foggy Dew Sailing

*Yacht Delivery Agreement*





**YACHT DELIVERY/CAPTAIN AGREEMENT:**

This Document is legally binding and designates Captain Robert Durkin as the vessel Owner's Captain for the purpose of relocating the vessel as outlined in this document AND Limited POWER OF ATTORNEY FOR NAVIGATING THE YACHT/VESSEL.

This agreement is made and entered into on \_\_\_\_\_ / \_\_\_\_\_, \_\_\_\_\_ between  
Month Day Year

\_\_\_\_\_  
Owner Name (PRINT)

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

owner/agent of

\_\_\_\_\_  
Vessel

\_\_\_\_\_  
State / Federal Documentation Number

and

Captain Robert Durkin, USCG # 8390012  
Foggy Dew Sailing, LLC  
PO Box 533  
Sandusky, OH 44871  
(419) 871-8333

Departing on or about: \_\_\_\_\_

From the port of: \_\_\_\_\_

Departing the port of: \_\_\_\_\_

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. The sailing route will be at the sole discretion of the Captain and he/she reserves the right to deviate from the proposed route if necessary for any reason.



**DELIVERY ESTIMATE:** I estimate a total of \_\_\_\_\_ days to complete the \_\_\_\_\_ nm passage at an agreed upon \_\_\_\_\_ rate of \$\_\_\_\_\_.00 + expenses as described in this agreement.  
(FIXED or DAILY)

The crew complement will be the Captain, \_\_ Mate(s), \_\_ Engineer(s), \_\_ Deckhand(s), & \_\_ Steward(s).

**FIXED RATE:** The delivery fee for the above outlined delivery shall be \$\_\_\_\_.\_\_\_\_ + expenses to complete the delivery for the Captain and all crew necessary. Should it become necessary to stop during the passage to wait out bad weather or take care of a breakdown, it is agreed that any layover days caused by weather, mechanical failure, high water/seas, river and/or lock closures or other Acts of God incur no additional expense. The owner will still be responsible for any expenses incurred by the crew during any lay days.

**DAILY RATE:** The delivery fee shall be \$\_\_\_\_/day + expenses for the Captain and \$\_\_\_\_/day + expenses for each Mate, Engineer or Deckhand. The Captain shall provide the Mate, Engineer or Deckhand unless the vessel’s 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. The Captain has the final approval of all crew members. The above rate will be charged on days necessary to travel to and from the vessel, which includes prep, provisioning and refueling the day prior to departure. Should it become necessary to stop during the passage to wait out bad weather or take care of a breakdown, it is 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 daily rate and the owner will also be responsible for any expenses incurred by the crew during that time. Transits across large bodies of water requiring round the clock sailing will be billed at 1 ½ times the agreed daily rate.

**RATES & CONDITIONS:** Unless otherwise agreed, the owner shall also provide a payment made payable to the Captain for 1/2 the total anticipated delivery fee to be returned with this signed agreement. Said payment will then be held as security and deducted from the total amount due upon completion of delivery.

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, upon completion of the delivery, back to their city and state of residence.

**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 lock delays either upstream or downstream of the nearest suitable marina or overnight anchorage. Night running may also occur to include crossing large bodies of water (e.g. Great Lakes, Gulf of Mexico, and/or 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, tips, 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 the 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: Early Termination)

**TRIP LOG:** The Captain shall also maintain the vessels daily trip log (The Ship's 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:** 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.

**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 travel expense for all crew members to return to their cities of residence. 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 travel expenses for all crew members to return to their cities of residence.



**SEAWORTHINESS:** Upon dockside arrival, the Captain and any crew will perform a pre-departure inspection of the vessel to determine its seaworthiness with respect to the planned route and given the forecasted weather and sea conditions. This inspection will also verify compliance with necessary Coast Guard requirements and CFR's for that particular vessel. This inspection will typically require at least one working day. Said inspection may take place any time prior to the scheduled departure and not necessarily the day immediately before departure.

Owner warrants and represents to the Captain that the vessel is in proper physical and mechanical condition and all systems on the vessel included not limited to mechanical, HVAC, plumbing, navigational, electrical are in good and working order except as follows (if all systems are in proper working order, indicate "none"):

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If the Captain determines the vessel is not seaworthy or does not meet minimum CG requirements, he will state his reasons in writing 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 travel expenses for each crew member to return back to their city and state of residence.

**VESSEL EQUIPMENT:** The Owner must represent the vessel to be seaworthy and carry all current registration, documentation and insurance papers.

If upon initial inspection 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 Captain's judgment, hinders her ability to make or continue a safe voyage, the Owner must correct it, or authorize corrective action, at the Owner's expense.

Also expected on board will be spare fuel filters for the main engines and genset(s), along with spare oil for the main engines and spare 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. The vessel shall also carry an ample supply of bed linens, cooking utensils, cleaning supplies, deck cleaning supplies, and equipment to support the delivery. The vessel shall also carry all charts, navigation instruments, binoculars, hand-held VHF radio, etc., as necessary to complete the trip.

**HOLD HARMLESS:** The Captain is 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 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, nor for the termination of the delivery caused by practical consequences from any of the above.

**NOTICE TO OWNER/AGENT:** A non-payment of crew services would result in Maritime lien placed against the vessel pursuant to U.S. Code Title 46 - SHIPPING, Subtitle III - Maritime Liability, CHAPTER 313 - 46 U.S.C. 31301-31343



**DELIVERY AGREEMENT ACCEPTANCE:**

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

_____		_____	
<i>Owner's Name (PRINT)</i>		<i>Captain's Name (PRINT)</i>	
_____		_____	
<i>Owner's Signature</i>	<i>Date</i>	<i>Captain's Signature</i>	<i>Date</i>

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

\_\_\_\_\_ has been delivered, inspected and found to be in acceptable seaworthy condition. All expenses have been duly verified and the 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.

_____		_____	
<i>Owner's Name (PRINT)</i>		<i>Captain's Name (PRINT)</i>	
_____		_____	
<i>Owner's Signature</i>	<i>Date</i>	<i>Captain's Signature</i>	<i>Date</i>