



www.CaptainJamesLowe.com

Captain James Lowe
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Yacht Crew Delivery Contract

Date:

This Document is legally binding and designates Captain James Lowe 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

Vessel Owner: _____
Owners Phone Number _____
Owners Email Address: _____
City, State zip _____
Vessel Documentation Name: _____
Registration # _____

Description of Service:

You are hiring a boat crew and paying a daily rate to relocate a vessel from

Departure: _____ **Destination:** _____

Approximate Departure Date: _____
Estimated mileage of voyage _____
Boat speed according to owner _____
Minimum number of days booked for crew _____
Total number of crew requested _____

Captain Daily Rate \$ _____
Deck Hand #1 Daily Rate \$ _____
Deck Hand #2 Daily Rate \$ _____
Deck Hand #3 Daily Rate \$ _____
Deck Hand #4 Daily Rate \$ _____
Engineer Daily Rate \$ _____
Steward Daily Rate \$ _____
Total Daily Crew Rate \$ _____

Delivery- Captain James Lowe is 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, excepting locations off limits to U.S. citizens. The sailing route will be at the sole discretion of Captain James Lowe and Captain James Lowe reserves the right to deviate from the proposed route if necessary, for any reason.

Definitions:

Owner - the owner of the vessel or legal representative of vessel owner

Captain- Captain James Lowe

Crew- is any Captain/Deckhand/Mate/Engineer/Steward and are employees of Captain James Lowe

Travel Pay- Captain and Crews compensation for time in days of travel to and from vessel as outlined in this document.

Travel Expenses- cost of the captain and crews fares to and from vessel, airfare, train tickets, car rentals, fuel for car rentals, Uber Lyft, taxis, busses, ferries, including tips, meals & tolls, Travel expenses can also be incurred along the voyage via Ubers and taxi as needed for transportation between marinas and stores or restaurants.

Mates- have similar duties to deckhand but are also licensed.

Engineer- (typically larger vessels) is responsible for maintaining and repairing a vessels equipment, including its engine, generators, and pumps and other systems.

Deckhands are responsible for line handling and placing and removing fenders and bumpers during docking and undocking or passing thru locks.

The deckhand is a lookout at all times and in constant communication with the captain. The deckhand relieves captain at helm and may have to stand and extended watch at the helm when at sea, the deckhand is also responsible for keeping vessel clean, the deckhand is responsible assisting with porter duties such as carrying equipment supplies or provisions from vehicle to the vessel.

*NOTE: If no Engineer is on board then the deckhand makes regular engine room visual checks. Checking genset and engine oil, gear oils, and coolants and filling to proper levels. It may be necessary for the deckhand to crawl into and engine compartment to change a filter or other minor maintenance chores.

The deckhand may have to serve as the captain's gofer running errands while underway or at the dock. Owners should be aware that deckhands are not stewards.

Steward- (typically larger vessels) a steward is a crew member that cleans, cooks, waiter/waitress, bartends and assigned to caters to the passengers as well as feed the crew. Steward would also be expected to help with porter duties such as stocking the vessels provisions.

Obligation of the Owner

1. The Owner is obligated to prepare all necessary documents prior yacht to delivery including:
Boat Insurance, (The yacht MUST be properly insured by insurance company)
Boat Registration / Vessel documentation
Power-Of-Attorney,
Emergency contact details.
2. The Owner is obligated to inform Captain James Lowe of all damaged or malfunctioned boat equipment that could be important for safety of the Captain James Lowe and his crew. Or safe operation of the vessel.
3. The Yacht owner should have a current towing policy such as Seatow or Boat US

TERMS:

The Owner shall pay Captain James Lowe the agreed daily rate for captain and crew as agreed from the time of departure from Orlando Florida until his return to that base. As outlined in the TRAVEL section of this contract, the Owner will pay travel expenses, and crew travel pay. The Owner will pay food and Provision costs for the entire term of the delivery. The Owner will pay the crew agreed daily rate for days booked during the delivery. Once the crew is on the vessel the owner is responsible for days accumulated even if departure is delayed. In the event of a mechanical or gear failure requiring a layover for repair of more than six hours, layover time will be billed at 75% daily of the agreed daily rate. In the event of a layover of more than six hours due to severe weather, delay time will be billed at 75% of the agreed daily rate. The owner will be responsible for the cost of any repair or maintenance required to complete the voyage. An itemized statement of travel expenses, 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. Final payment is balance due at the completion of delivery or termination of our services for any reason including vessel breakdown or alteration of destination.

A). Deposit A deposit of cash or certified funds is required to get on our schedule amounting to \$ _____ will be paid to Captain James Lowe prior to departure to the vessel. Any remaining fee will be paid upon presentation of the itemized statement of delivery expenses at the completion of delivery.

Payment of deposit constitutes acceptance of this contract estimate in lieu of signing.

All payments will be in U.S. dollars by wire transfer, certified funds or cash or credit card.

Preferred payment type would be cash or wire transfer or check time permitting. Since we do accept checks, we are not responsible for fees incurred by your banking institution for wire fees or credit card fees. It is the vessel owner's responsibility to make the deposit in ample time to secure the time slot they prefer. If a check is sent it must arrive in time to be deposited and clear prior to making travel arrangements.

If the completion of the delivery requires more time than the original estimate, overtime days will be paid at the agreed daily rate established above along with the agreed daily food and provision rate. If the delivery requires fewer days than the original estimate, the final statement will be adjusted accordingly, and Captain James Lowe will promptly return any overpayment by the Owner.

B.) Crew members required in addition to Captain James Lowe will be retained by Captain James Lowe. And be employees of Captain James Lowe.

Captain James Lowe will have the responsibility of recruiting adequate Mate and Crew member as needed. Captain James Lowe will be responsible for the wages of the Crew members

***NOTE Owners should not assume that crew member are laborers. All vessel repairs should be made prior to leaving port.**

TERMS: continued

C.) Rules of Responsibility:

The Vessel Owner, his guests and supplied Crew will adhere to Rules of Responsibility as outlined by the Captain James Lowe.

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 onboard vessel
4. All persons driving the vessel will operate the vessel in a legal, safe and courteous manner
5. Follow all reasonable instructions issued by the Captain James Lowe.

Article 1 -

TRAVEL

Travel Expenses of Captain James Lowe and Crew are defined as all costs of travel from Orlando, Florida to the location of the vessel, and return transportation from the destination point back to Orlando, Florida.

Crew Travel Pay: Travel within 200 miles radius of our base of operations in Orlando will not be accessed crew travel pay. *(This includes Jacksonville, Daytona Beach, Cape Canaveral, West Palm Beach, FT Lauderdale, Miami, |Steinhatchee, Crystal River, Tampa, Sarasota, Ft Myers and points between)* **HOWEVER Crew travel expenses still apply.**

Travel over 200 miles but less than 1000 miles is charged at ½ the crews agreed daily rate.

Travel over 1000 miles is billed at 100% crews agreed daily rate.

International Travel is billed at 100% of the crews agreed daily rate

EXPENSES

Expenses of the Vessel are defined as: fuel, lubricants, dockage and **tips to dock hands**, customs and port fees, sailing permits, repairs or maintenance necessary to the completion of the delivery, and purchases by Captain James Lowe of any equipment required to comply with prevailing U.S. Coast Guard or local regulations.

PROVISIONS: of Captain James Lowe and Crew include provisions to be billed at a daily rate set forth in this contract. And include but not limited to Fresh bottled drinking water, Ice, Food for crew, includes item such as paper towels, toilet paper, trash bags, sun block, In the event that food preparation or storage is unavailable or If sea state prevents cooking or the vessel is not properly outfitted for cooking then the owner would be responsible for meals at a restaurant.

Adequate berthing quarters will be available to the Captain and crew for the duration of the delivery. If the vessel is not equipped with sleeping quarters, then the owner would be responsible for hotel / motels fees

Article 2 – Owner Operation / Owner Passenger

Owner Operation of Vessel (owner driving, docking or undocking):

If the Owner of the vessel chooses to ride along with Captain James Lowe as part of crew, he or she will be expected to hold watch and act as part of the crew.

Please review the paragraph on Deckhands / Mates in the Definitions section of this document.

The Owner will be expected to follow any and all instruction of the captain, Should the owner be unwilling to operate the vessel in a safe and courteous manner or fail to follow the legal rules of the road then Captain James Lowe has the right and responsibility to terminate the voyage, and be compensated in full for all days booked for entire crew.

2. Captain James Lowe is not responsible for any damages caused during the Owners operation of the vessel.

Owner Deck-Hand responsibilities If the vessel owner chooses to do the deck hand position, they will be expected to do the deckhand duties at all times while the vessel is underway.

The duties of a deckhand are as follows: follow all reasonable request made by Captain James Lowe including: NO SLEEPING or consumption of alcohol while underway, lookout at all times, line handling, relieve captain at helm, keeping vessel clean, checking engine oil and gear oils, regular engine room visual checks.

Owner Passenger

If the owner prefers to just be a passenger, then an affordable but qualified deck hand will be provided at the owner's expense.

If the Owners choose to ride along as passengers and would like a crew member to wait on them then this should be stated up front and a Steward will be added to crew list to tend to the owner's needs.

Article 3 - Inspection of the Vessel:

Safety of the Vessel and of the Crew is the primary concerns of Captain James Lowe. Upon arrival at the vessel, Captain James Lowe will inspect 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 Captain James Lowe, 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 the owner chooses not to correct the unsafe condition or to authorize his agent to correct the unsafe condition, the delivery will be terminated, and Captain James Lowe and Crew will return to their home base. In the event the vessel delivery is aborted due to an owner's unwillingness to correct an unsafe condition, time from the home base to the Vessel, time spent inspecting the Vessel, and time spent on the return trip to home base will be billed at twice the agreed daily rate plus travel expenses. If any funds remain on deposit Captain James Lowe will promptly return it to the Owner. 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 Captain James Lowe if, in Captain James Lowe's judgment, the vessel is unsafe for the intended route. Captain James Lowe will secure a berth for the Vessel at the Owner's expense. Captain James Lowe will be paid the agreed daily fee and travel expenses through return to his home base. If any funds remain from the initial delivery deposit which are more than the amount due, then Captain James Lowe will be promptly return any overpayment to the Owner.

Article 4 - Marine Insurance:

The Owner will provide a copy of a marine insurance policy with documentation designating Captain James Lowe and Crew as additionally insured parties to cover possible liabilities including, but not limited to, damages to the vessel, expenses related to injuries to Captain James Lowe and Crew, public liability and property damage and vessel towing.

Article 5 - Loss or Damage / Hold Harmless:

Captain James Lowe and crew 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 Captain James Lowe responsible for losses or damage due to piracy, war, government actions, acts of God including storms, winds, lightning, or other natural phenomena including shoaling or low water in a marked channel. Captain James Lowe is not responsible for damages from unseen or floating or semi floating objects. Captain James Lowe is not responsible for any damages vessel other vessels or docks done by the OWNER of the vessel, during the owner's operation of the vessel while captain James Lowe is onboard.

Article 6 – Booking Cancellation:

If for any reason other than mechanical break downs the Owner terminates this contract early, then the vessel owner agrees to be responsible for paying one half of each of captain and crew members agreed daily rates for every for every day terminated early along with return travel and expenses. IF vessel delivery is terminated because of mechanical breakdown than the owner will only be responsible for the days the captain and crew served onboard and their return trip home.

Article 7 – Disputes: This agreement allows for a **No-Fault Termination** Vessel Owner and Captain James Lowe have the right to terminate this contract at any time. However, this vessel owner is responsible for compensating the captain and crew for travel and days on vessel as outlined in this contract.

A Court of competent jurisdiction in Orange County, Florida shall decide any dispute or claim arising from this contract. The cost of any legal action, including reasonable attorney fees, necessary to collect monies due Captain James Lowe from the Owner

Notice to Owner a Non- Payment of crew services would result in a Maritime lien placed against vessel pursuant to 46 U.S.C.

United States Code, 2009 Edition Title 46 – SHIPPING Subtitle III - Maritime Liability
CHAPTER 313 - 46 U.S.C. 31301-31343

Article 8 – 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 by crew including Owner if acting as a crew member while the vessel is underway making way.

Article 9 – Smoking:

Captain James Lowe is a non-smoker.

No smoking will be allowing inside the vessel by either the crew or by any service personnel smoking will only take place in designated areas on an outside deck area of the vessel.

Article 10 -Ocean times

Transits across large bodies of water requiring round the clock sailing will be billed at 1 ½ times the agreed daily rate for only the days of 24 hour a day transit

Article 11 – Sailing times- the time the crew is actively working for the owner 6 - 12 hours a day. More than 12 hours sailing time will be billed in fractional days. Example if we leave dock at 6 am and sail till midnight that will be 1.5 days

For safety of the vessel and crew and passengers and compounded by lack shore side support during night hours we try to sail mostly during daylight hours. Sailing times are also directly dependent on distances between inlets, marinas / fuel stops, anchorages and moorings. And may also be affected by lock and bridge opening schedules.

Article 12 – Firearms

Presence of firearms and ammunitions must be disclosed and presented to Captain James Lowe for inspection.

Article 13 – United States and Foreign governments

Customs and Immigration

All Vessels while under the command of Captain James Lowe will follow to the letter of the Law all entry and exit conditions as required by said country, this includes US and Bahamas. No Exceptions.

Article 14 - Permission to Use Photograph:

I grant to Captain James Lowe and representatives and employees the right to take photographs of me and my property in connection with Yacht Delivery /Sea Trials and other Captain Services. I authorize Captain James Lowe and assigns and transferees to copyright, use and publish the same in print and/or electronically. And I agree that Captain James Lowe may use such photographs of me with or without my name and for any lawful purpose, including for example such purposes as publicity, illustration, advertising, and web content.

Itemized Breakdown of Cost

This is an estimate of TIME and is contingent to the actual speed of the boat.

Departure:

Destination:

Approximate Mileage _____ miles divided by speed _____ knots = _____ sailing hours

hours divided by _____ hours days is = _____ days depending on weather

Estimated Days _____ to complete voyage, Additional days not included in this estimate would be and extra charge at agreed daily rate above the cost of estimate.

1 Captain @ \$_____ per day

_____ Deckhands @ \$_____ per day

Other crew _____ @ \$ _____ per day

Crew for: _____ days = \$ _____ a day = \$ _____

Provisions @ \$0 per day 0 days = \$0

If vessel owner stocks boat this fee would be null

Travel:

Travel Pay ½ crews agreed daily rate \$ _____

Number of Crew Travel Days = 1

Travel Expenses:

To Vessel \$ 0

Uber/taxi to departure marina Estimate \$0

Uber/taxi from destination marina to air/train station Estimate \$0

Return Travel \$ 150

Payments:

1st deposit required \$

Payment of deposit constitutes acceptance of this contract estimate in lieu of signing.

Estimate of Final Payment = \$

Estimated total is = \$

Fuel and Marina fees are not included in this estimate

Unless otherwise specified the final payment is balance due including travel and expenses on completion of delivery or termination of our services for any reason, including vessel breakdown or alteration of destination and is due at the time service is rendered

Captain: James Lowe

Date:

Owner:

Date:

Payment of deposit constitutes acceptance of this contract estimate in lieu of signing

Thank You,

Captain James Lowe

POWER OF ATTORNEY

For the purpose of using this document as a limited power of attorney as laid out in the document the following section must be completed and notarized

Signature of vessel owner _____ (signed before notary) authorize Captain James Lowe as Captain to act on my behalf and to make any decisions regarding the management and operation of this vessel in my absence for the purpose of relocating the before mentioned vessel.

Date Power of Attorney is signed _____

Witnessed by _____

Witnessed by _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ (date), by _____ (name), who has produced _____ (type of identification) as identification.

Notary Public Info:

Printed Name: _____

My Commission Expires:

_____ Commission # _____