This Vessel Charter Agreement ("Agreement") is entered into as of __________________, 20______, and is between _________________________________________________________ ("Owner") and The Regents of the University of California, a California corporation ("The Regents"), on behalf of the University of California, San Diego ("UCSD"), in connection with the chartering of a vessel for the purpose of conducting various educational studies at sea (the "Charter").

1. **Vessel; Charter Itinerary:** In exchange for the promises contained herein and the consideration set forth in Exhibit A (attached hereto and incorporated herein by this reference), Owner hereby charters to UCSD and UCSD agrees to charter the vessel identified as ___________________________________________________ (the "Vessel"). Owner represents and warrants that the Charter itinerary (as set forth in Exhibit A) is acceptable and fully within the capabilities of the Vessel. Any changes in the Charter itinerary may be made only upon prior written approval of UCSD.

2. **Charter Captain; Crew:** Owner shall provide a properly licensed and qualified captain, and a crew of the size and experience appropriate to ensure the safe operation of the Vessel and the safety and well-being of all persons on board the Vessel. Such licenses and qualifications shall include, but not be limited to, current Coast Guard certification of registration and trading limits, as applicable.

3. **Charter Provisions:** Owner shall, at Owner’s sole cost and expense, provide: (a) a fully furnished Vessel; (b) the captain and full complement of crew; (c) sleeping accommodations and appropriate number of meals for the number of passengers set forth in Exhibit A; (d) adequate number of staff and/or instructors; (e) the Vessel's operating, maintenance and repair costs, including, but not limited to, fuel, including increased fuel costs which may exist at the time of the Charter; (f) water and other consumable stores; (g) docking and wharf charges; (h) any necessary permits, licenses, tariffs, fees or taxes; and (i) any and all other costs or expenses related to the safe operation and maintenance of the Vessel, and the safety of all persons aboard during the Charter.

4. **Insurance:** Owner shall, at Owner’s sole cost and expense, secure and keep in force during the entire term of the Charter, a standard marine insurance policy with such carriers and in such amounts as are acceptable to The Regents to protect The Regents against all claims, demands, damages, liabilities, actions and causes of actions arising from or related to the use of the Vessel or resulting from any accident or other incident occurring in connection with the Charter and operation of the Vessel. Such policy(ies) shall contain a separate endorsement naming “The Regents of the University of California” as an additional insured. Certificates of insurance acceptable to The Regents shall be furnished prior to the execution of this Agreement. Said policy(ies) shall contain a provision requiring Owner's carrier(s) to notify The Regents at least thirty (30) days prior to any cancellation or modification of said policy(ies).

5. **Indemnification:** Owner shall defend (with counsel acceptable to The Regents), indemnify and hold The Regents, its trustees, officers, directors, universities, employees and agents harmless from and against any and all liability, loss expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Owner, its officers, agents, or employees. The Regents shall defend, indemnify, and hold Owner, its officers, employees and agents harmless from and against any and all liability, loss expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of The Regents, its officers, agents, or employees.

6. **Vessel Loss; Damage:** In the event the Vessel is disabled or damaged by breakdowns of machinery, fire, grounding, collision or other cause during the Charter, UCSD shall not be charged for use of the Vessel except that the daily/hourly rate on the date(s) of such occurrence shall be charged on a prorated basis. In the event the Vessel is lost or damaged, or
the disability is of such extent that the Vessel cannot be repaired prior to the scheduled departure time, UCSD may, at its sole discretion, terminate this Agreement without cost or penalty, and with no further obligations hereunder.

7. **Owner’s Authority**: Owner shall retain full care, custody and control of the Vessel including final authority with respect to the management and operation of the Vessel, including any determination regarding conditions affecting the safety of its crew and passengers, and the safe navigation of the Vessel.

8. **Force Majeure**: Neither party shall bear any liability for the failure to perform hereunder due to an event beyond the reasonable control of such party, including, but not limited to, strikes, riots, terrorist acts, fires, hurricanes, earthquakes and floods.

9. **Cancellation**: The Charter may be canceled by UCSD without any cost or obligation to Owner if the time of cancellation is not within twenty-four (24) hours of the scheduled departure time, unless otherwise agreed by the parties. In such event, any and all amounts paid by UCSD shall be refunded by Owner within five (5) days after cancellation. Except in the case of a force majeure event, UCSD’s cancellation of the Charter after the above-specified time limit shall result in forfeiture of any amounts paid by UCSD prior thereto.

10. **Report of Vessel Charter; Vessel Charter Inspection Checklist**: The Report of Charter and the Inspection Checklist (attached hereto as Exhibit A and Exhibit B, respectively) are incorporated herein by this reference. Owner represents and warrants that the information provided by Owner (or its agent), as set forth on Exhibit A, and Exhibit B as applicable, is true and correct.

11. **Assignment**: Owner may not assign this Agreement or delegate any of its duties or obligations hereunder without the prior written consent of UCSD.

12. **UC Purchase Order; UC Terms and Conditions of Purchase**: The parties acknowledge and agree that this Agreement is subject and subordinate to any UC Purchase Order and UC Terms and Conditions of Purchase which may be issued in connection with the charter. Upon such issuance, each of the foregoing documents shall be incorporated herein and made a part hereof. The UC Terms and Conditions of Purchase may be found at: [http://www.ucop.edu/procurement-services/_files/uc-terms-and-conditions-of-purchase.pdf](http://www.ucop.edu/procurement-services/_files/uc-terms-and-conditions-of-purchase.pdf).

13. **Entire Agreement**: This Agreement, including its exhibits and attachments, the UC Purchase Order and the UC Terms and Conditions of Purchase shall constitute the entire agreement and supersede all prior or contemporaneous understandings or agreements, written or oral, between the parties with respect to the subject matter herein.

**Accepted and Agreed:**

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THE REGENTS OF THE UNIVERSITY OF
CALIFORNIA on behalf of the University of California, San Diego (“UCSD”)

____________________________________________  ______________________________________________
OWNER

By__________________________________________  By_____________________________________________

Print name and title

____________________________________________  ______________________________________________

Date

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EXHIBIT A

Report of Vessel Charter: Itinerary & Rate Schedule
(The completion of this exhibit is required for all charters)

Campus: ________________ Date of Charter __________, 20______ Departure Time: _________ a.m. / p.m.

Return Time: ____________ a.m. / p.m. Charter Rate: $ ______________ / day $ ______________ / hour

Charter Waters/Areas: _______________________________________________________________________________

Special Instructions: ________________________________________________________________________________

Owner’s Marine Insurance Carrier: _________________________ Policy No.: __________________

Effective Date(s): _______________________________ Broker’s Name & Phone: _____________________________

Owner’s Protection & Indemnity Insurance Limits: _______________________________________________________

Ocean: _________________________________________________________________ (Required from OPRM)

Purpose of Charter: _________________________________________________________________________________

Charter Activities: __________________________________________________________________________________

Number of Participants: UC EMPLOYEES _______/STUDENTS _______/INVITEES ________

Exclusive Charter: YES _____ NO _____ (If no, please explain): ____________________________

Name of Vessel: ___________________________________________________________________________________

Age of Vessel: ___________/Value: $_____________________/Gross Tonnage: ________________

Type of Construction Material: _______________________________________________________________________

Trading/Navigational Limits: _________________________________________________________________________

Safety Equipment on Board: __________________________________________________________________________

Passenger Capacity: _____________________________ Number of Crew: ______________________________

Experience of Crew (Describe): _______________________________________________________________________

Crew provided By: Owner _____ Other _____ (If “Other,” prior approval needed)

Name of Operator: _________________________ License No.: ___________________________

Vessel Owner: _____________________________________________________________________________________

EMAIL: __________________ PHONE: __________________ FAX: __________________

CAMPUS RISK MANAGER: ____________________________
EXHIBIT B

Inspection Checklist: Seaworthiness
(Not required if vendor provides a Current U.S. Coast Guard Inspection Report
Or Current proof of UNOLS Membership)

Vessel Name: _______________________________ Vessel Type/General Description: ____________________________
__________________________________________________________________________________________________

Length Overall: ___________________________ Displacement: _______________________________________________

Tonnage [GT/GRT/NT]: ____________________ Draft: ____________________________________________________

Radio Call Sign: __________________________ Passenger Capacity: ___________________________________

Owner: _______________________________ Address/Email/Phone: ________________________________________
_________________________________________________________________________________________________

Broker/Agent: ___________________________ Email/Phone: ____________________________________________

Name of Insurance Carrier: __________________ Policy No. ________________ Expiration Date: ___________

Name of Operator: _________________________ Address/Email/Phone: ___________________________________
_________________________________________________________________________________________________

Current Licenses: __________________________

Name of Charter PI: _________________________ Date(s) of Charter: _________________________________

Water/Areas of operation: ____________________ Types of activities planned: ____________________________
_________________________________________________________________________________________________

Number in charter party: _______________________

Check each category listed below as appropriate for the charter mission and operating area(s). Ensure all
necessary equipment is aboard and operates properly.

Bridge and Navigation Equipment: Communications Equipment:

_____ Compass
_____ Two (2) GPS Systems
_____ Depth Sounder
_____ Radar
_____ Navigation Lights
_____ Ships Bell
_____ Whistle/Sound Device

_____ Radios/VHF/SSB
_____ INMARSAT/Iridium/Satellite Phone System
_____ Cellular Phone
_____ Emergency Radio w/backup battery/power
_____ EPIRBs
_____ SART
Emergency Alarm
_____ Pyrotechnics/Expiration Date(s) Not Exceeded? Yes / No (circle one)
_____ Navigational Charts/Publications
_____ ECDIS/Electronic Charting/Navigation Programs

Life Saving Equipment:  Exterior Decks and Equipment:

_____ PFDs  _____ Anchors and Associated Equipment
_____ Immersion Suits  _____ Watertight Doors and Hatch Coamings
_____ Life Ring Buoy  _____ Freeing Ports  _____ Life Lines
_____ Rescue Boats  _____ Deck Vents  _____ Safety Chains
_____ Water Lights/Strobes  _____ Cargo and Weight Handling Equipment (Safe Work Load posted and tested, 46 CFR 189.35 requirements/Appendix A requirements, as applicable)
_____ Inflatable Life Rafts  _____ Non-Skid Deck Surfaces

Fire Fighting Equipment:

_____ Fixed and Portable Fire Extinguishers -- Inspection Dates Current? Yes / No (circle one)
_____ Smoke and Fire Detectors
_____ Fire Stations and Hoses
_____ Self-Contained Breathing Apparatus
_____ Fire and Damage Control Locker
_____ Emergency Stations Bill

Engineering:

_____ Gas Engines (check each of the following):
   _____ Flame Arrestor  _____ Vents  _____ Gas Hoses  _____ No Sparking Devices in Bilges
   _____ Diesel Engines (check each of the following):
   _____ Oil/Exhaust Leaks  _____ Starting System  _____ Maintenance  _____ Hours since last overhaul
   _____ Inspect Overall Cleanliness and Condition of Power Sources
   _____ Check Emergency Lights
   _____ Check Bilge and Ballast Systems and Pumps
   _____ Check Fueling System and Pumps
   _____ Check Refrigeration Systems
   _____ Check Fire Pump
   _____ Check Engine Room Fire Suppression Capability
   _____ Check All Manifolds for Saltwater, Fuel, etc.
   _____ Check condition of Switchboards, Wiring and Auxiliary Generators

Miscellaneous:  Structural:

_____ First Aid Kits and Medical Supplies  _____ Tank Inspections/Record of Inspections
_____ Damage Control Equipment
_____ Emergency Steering
_____ Clean and Orderly General Appearance
_____ Oil Pollution Placard and Other Required Notices (all must be posted)
_____ Sanitary System Operations
_____ Assess Vessel’s Overall Stability
_____ Assess Vessel’s Overall Ability to Perform Charter Mission. Include Laboratory and Deck Space, Berthing and Feeding Capability, Scientific Equipment and Winches, etc.
Documentation:

_____ Ensure Vessel can be legally chartered based on Certificate of Inspection, Letter of Designation/Limitation of Charter to less than 6 persons
_____ Ensure documentation regarding Proof of Ownership, Certificate of Inspection, Load Line Certificate and Stability Letter are all current and appropriate for planned charter’s mission
_____ Ensure Master’s License is current and appropriate for vessel being chartered
_____ Ensure Crew credentials are current and number of Crew members appropriate for charter’s mission
_____ Ensure all insurance policies meet chartering institute’s minimum requirements for charter duration

Comments: 
__________________________________________________________________________________________________
__________________________________________________________________________________________________

UCSD APPROVAL OF SEAWORTHINESS: ______________________________________________________________

- For charter boats 30 feet or less in length Christian Mcdonald, Diving Safety Officer at 858-534-2002
- For charter boats over 30 feet in length primary contact: Stephen Kelety, Marine Superintendent (MARFAC) at 858-534-1643; secondary contact: Bruce Appelgate, Associate Director (MARFAC) at 858-534-2220

PLEASE NOTE: A FULLY SIGNED VESSEL CHARTER AGREEMENT, INCLUDING EXHIBITS, AND CERTIFICATE OF INSURANCE SHOULD BE SUBMITTED IN MARKETPLACE WITH YOUR SERVICES iREQUEST.