

BAREBOAT CHARTER AGREEMENT

This BAREBOAT CHARTER AGREEMENT, made as of _____ by and between the owner of the Vessel (Documentation # _____), hereinafter called "OWNER" and The Regents of the University of California, hereinafter called "CHARTERER."

Witnesseth:

1. OWNER hereby agrees to let and demise bareboat and the CHARTERER agrees to hire on a bareboat basis upon the terms and conditions and for the consideration hereinafter set forth, the said Vessel for a period commencing at _____ o'clock on _____ 19 __ and monthly thereafter. This Agreement may be revoked on 30 days advance written notice by either party hereto to the other.
2. The vessel shall be delivered to CHARTERER at _____ on _____, 19____, at the Port of _____. "OWNER warrants that Vessel, when delivered to CHARTERER, shall be in good seaworthy condition and shall comply with all applicable laws and regulations pertaining to the condition of the Vessel."
3. CHARTERER shall maintain Vessel in good order and condition, reasonable wear and tear excepted. CHARTERER shall not be responsible for repairs to Vessel except to the extent that the need for such repairs arises from the negligence or willful misconduct of CHARTERER, its officers, agents, employees, students, invitees or guests. OWNER agrees to furnish any necessary maintenance materials needed by CHARTERER in order for CHARTERER to fulfill its obligation to maintain Vessel in good order and condition. OWNER agrees to make any repairs needed to keep Vessel in good seaworthy condition and in compliance with all applicable laws and regulations to the extent the need for such repairs does not arise from the negligence or willful misconduct of CHARTERER, its officers, agents, employees, invitees or guests. Vessel shall be subject to inspection at any reasonable time by OWNER or its agent or employee provided OWNER has furnished reasonable advance written notice to CHARTERER of its intent to make such inspection.
4. CHARTERER warrants that the skipper hired by CHARTERER will be a qualified and competent person, who shall be the employee of the CHARTERER, and be responsible for the safe navigation of the Vessel.
5. CHARTERER expressly agrees that the operation of said Vessel will be limited to the following areas and waters:

"CHARTERER further agrees that the operation of said Vessel be limited to any areas in waters specified in any insurance policy provided pursuant to paragraph 6, and any insurance policy which has been disclosed to CHARTERER prior to execution of this Agreement."

6. CHARTERER agrees to secure and keep in force during the entire term of this Charter, a standard marine insurance policy including hull coverage, to full value, and protection and indemnity coverage in such form, with such carrier or carriers so as to protect OWNER against any and all liability incident to the operation of the Vessel. Said protection and indemnity coverage shall not apply to liability or loss to the extent such liability or loss arises from the negligence or willful misconduct of Owner, its officers, agents or employees. Said policy or policies of insurance with respect to the negligent acts or omissions of CHARTERER, shall name OWNER as an additional insured, and shall obligate the carrier or carriers to notify OWNER at least 30 days prior to cancellation of or changes in said policy or policies of insurance.

CHARTERER shall indemnify, defend and hold harmless OWNER, its officers, agents and employees from and against any claims, damages, expenses or liabilities arising out of the performance of this Agreement or the use of said Vessel including without limitation, claims, damages, expenses or liabilities for loss or damage to any property, or from death or injury to any person or persons, in proportion to and to the extent such claims, damages, expenses or liabilities arise from the negligence or willful misconduct of CHARTERER, its officers, agents, or employees.

OWNER shall indemnify, defend and hold harmless CHARTERER, its officers, agents, and employees from and against any claims, damages, expenses or liabilities arising out of the performance of this Agreement or the use of said Vessel including, without limitation, claims, damages, expenses or liabilities for loss or damage to any property, or from death or injury to any person or persons, in proportion to and to the extent such claims, damages, expenses or liabilities arise from the negligence or willful misconduct of OWNER, its officers, agents, or employees.

7. CHARTERER agrees that the Vessel shall be employed exclusively as a training and pleasure vessel for the sole and proper use of itself, students, and guests, during the term of this Charter. CHARTERER further agrees not to transport MERCHANDISE FOR HIRE or CARRY PASSENGERS FOR HIRE, or engage in any trade, or in any way violate any laws of the United States or of any other government within the jurisdiction of which the Vessel may be at any time during the Charter.
8. CHARTERER shall have no rights, power, or authority to create, incur, or permit to be imposed upon the Vessel any liens or encumbrances of any nature. A fully-executed copy of this Charter Agreement shall be carried aboard the Vessel with the ship's papers at all times during the term of the Charter and shall be exhibited by CHARTERER to any person having business with the Vessel which might give rise to any lien. CHARTERER shall redeliver said Vessel free from any liens incurred as a result of the operation of the Vessel under this Charter Agreement, and shall indemnify and hold harmless OWNER or its agent against any lien not incurred by OWNER or covered by insurance arising out of the possession, use, or operation of said Vessel or by any persons aboard said Vessel by invitation of CHARTERER.
9. CHARTERER shall not subcharter or assign this Charter without obtaining the consent of OWNER in writing. If at anytime CHARTERER fails to remedy any default with respect to any of the provisions, covenants or conditions of this Charter to be kept or performed by CHARTERER within _____ days after notice thereof, or such additional time as is reasonably required to cure such default, OWNER shall have the right to terminate this Charter by giving written notice of such termination to CHARTERER.

10. OWNER shall not be responsible for failure to deliver the Vessel at commencement of the Charter if such failure is caused by reasons beyond the control of OWNER or by reason of said Vessel having been lost or disabled. Should such delivery not be made within one day after specified date, this Agreement may be canceled by CHARTERER and any deposits or amounts theretofore paid on charter hire shall be returned by OWNER to CHARTERER.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

THE REGENTS OF THE UNIVERSITY
OF CALIFORNIA

TITLE _____

OWNER

UNIVERSITY