



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 sub-charter or assign this Charter without obtaining the consent of OWNER in writing. If at any time 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 30-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.

Charterer: \_\_\_\_\_

Print name: \_\_\_\_\_

Date: \_\_\_\_\_

Owner



James M. Miranda

Date: \_\_\_\_\_

## Qualified Operators for Mono Hulls of 3<sup>rd</sup> Coast Cruising

If you are not qualified to operate this vessel or feel you need assistance, we can recommend the following operators. You are still responsible for this vessel and any damage that may occur during your bareboat cruise.

- Erik Hillenmeyer
  - Master 50 ton
  - 5 years of sailing experience
  - [erik\\_hawkeye@yahoo.com](mailto:erik_hawkeye@yahoo.com)
- Russell Hackney
  - Masters 50 ton
  - 12 years of sailing experience
  - [inlikeflint@ameritech.net](mailto:inlikeflint@ameritech.net)
- Dennis McAdams
  - Masters 50 ton
  - 2 years of Catamaran Experience
  - [dennismcadams12@gmail.com](mailto:dennismcadams12@gmail.com)
- Mark Bergstresser
  - Sailing Instructor
  - 8 years of sailing instruction
  - [Mark.Bergstresser@gmail.com](mailto:Mark.Bergstresser@gmail.com)
- Ken Harris
  - Masters 50 ton
  - 3 years of Catamaran Experience
  - [asailerslife@yahoo.com](mailto:asailerslife@yahoo.com)
- Richard Harper
  - Sailing Instructor
  - 6 years of sailing experience
  - [sailorich@icloud.com](mailto:sailorich@icloud.com)
- Dan Flanagan
  - Master 25 ton
  - 15 years of powerboating experience
  - 1 year of sailing experience
  - [dan@flanaganland.com](mailto:dan@flanaganland.com)
- Michael Vaughan
  - Sailing Instructor
  - 5 years of boating Experience
  - 3 years of sailing Experience
  - [mjvaughan4@gmail.com](mailto:mjvaughan4@gmail.com)
- Ulisses Gutierrez
  - Masters 50 ton
  - 8 years of Sailing Experience
  - [ugutierrez@msn.com](mailto:ugutierrez@msn.com)

Please feel free to reach out to them directly to determine availability for your cruise. If you have another operator in mind, please forward their credentials and sailing resume to us at: [cj@3rdcoastcruising.com](mailto:cj@3rdcoastcruising.com).

Captain Jim Miranda  
Owner  
3<sup>rd</sup> Coast Cruising, Inc.