



[www.CaptainJamesLowe.com](http://www.CaptainJamesLowe.com)

**Captain James Lowe**  
USCG. Ref #2874024  
PO Box 374  
Christmas, FL. 32709  
(727) 236-1385  
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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 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** \$ \_\_\_\_\_

### **Obligation of the Owner**

- 1 The Owner is obligated to prepare all necessary documents including Boat Insurance, Boat Registration, this Power-Of-Attorney, and emergency contact details prior yacht delivery.
- 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.
- 3 The yacht MUST be properly insured by insurance company.
4. The Yacht owner should have a current towing policy such as Seatow or Boat US

### **Definitions:**

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

Captain- Captain James Lowe

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

Travel Pay- compensation for time in days of travel as outlined in this document

Travel Expenses- cost of fares, airfare, train tickets, car rentals, fuel for car rentals, Uber Lyft, taxis, busses, ferries, including tips, meals & tolls,

**Delivery-** 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.

### **TERMS:**

The Owner shall pay Captain James Lowe the agreed daily rate 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, 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 with 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. Captain James Lowe will have the responsibility of recruiting adequate Mate and Crew members. Captain James Lowe will be responsible for the wages of the Crew members

**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 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 of Vessel:**

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 act as part of the crew and follow 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.

**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 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.

If the owner prefers to just be a passenger, then an affordable but qualified deck hand will be provided at the owners 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. Captain James Lowe is not responsible for damages from unseen or floating or semi floating objects.

**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 transits

**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 1/2 crews agreed daily rate \$ \_\_\_\_\_

Number of Crew Travel Days = 1

**Travel Expenses:**

To Vessel \$ \_\_\_\_\_

Return Travel \$ \_\_\_\_\_

**Payments:**

**1st deposit required \$ 0**

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

**Estimate of Final Payment = \$ 0**

**Estimated total is =\$0**

*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 \_\_\_\_\_ 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

Printed Name: \_\_\_\_\_

My Commission Expires:

\_\_\_\_\_  
Commission # \_\_\_\_\_