



Chesapeake Flotillas

Capt. Rob Chichester

# Terms and Conditions for Guests

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## Definitions and Terms

“The company”, “CF”, “Capt. Rob”, and “Chesapeake Flotillas” may be used interchangeably and are understood to mean Chesapeake Flotillas, LLC.

A “flotilla” is a group of 2 or more boats which are generally sailing a common float plan, arriving at a common destination at the end of each day. In the context of this document, the flotilla is led by a boat captained by Capt. Rob Chichester or his designate.

“Primary Client” is a single individual who is solely responsible for negotiating and making arrangements with Chesapeake Flotillas, regardless of how many people may be in his or her party. The Primary Client is the only person who may make arrangements with CF on behalf of their party. Capt. Rob Chichester is the only person authorized to negotiate with and take reservations from a Primary Client.

“Guest” refers to anyone participating in the trip arranged by the Primary Client, including the Primary Client. A guest may or may not have contributed monetarily to participate in the trip.

“Home marina” refers to the marine facility where S/V Bay Poet is normally berthed.

“S/V” means Sailing Vessel.

“Crew” refers to anyone brought aboard by Chesapeake Flotillas to help operate the vessel during a trip.

“Captain” or “Skipper” refers to anyone who is designated as the captain of a vessel participating in a flotilla cruise.

“Captain of the Port (COTP)” is a Coast Guard officer responsible for the enforcement of navigation rules in a given operational areas. The term may also be used for foreign or domestic Coast Guard personnel.

“Personal Floatation Device” or “PFD” are wearable items used to provide additional buoyancy for the wearer while in the water. Not all PFDs work or fit the same way.

The use of any gender pronouns is not to be interpreted as excluding a gender not specifically referenced.

## Domestic Trips

### Private Trips

#### Trip Pricing

Two- and three-day weekend trips have fixed base prices regardless of the number of guests. S/V Bay Poet and her crew can accommodate a maximum of 4 guests. The overall trip price may be higher if the guests wish to spend one or more nights at a marina that is not the home marina. Also, special requests regarding menu selection, group activities, day visitors, or any other extra services may add to the total trip price. Chesapeake Flotillas will provide a written trip price quote to the primary client before accepting any reservation. The quote will take into account information provided by and requests made by the Primary Client.

If special requests are made after receiving a price quote or after a deposit has been paid, Chesapeake Flotillas reserves the right to adjust the price of the trip in order to incorporate the updated requests.

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Any additional costs to be paid as a result of any special requests will be due in full at the time of the final payment. Special requests made after the final payment may be declined. However, if such a request is accepted, any additional costs to implement the request must be paid at the time the request is accepted.

### Reservations and Payment

A trip can generally be reserved by paying a deposit of at least \$500. Full and final payment of the balance of the trip price must be paid no later than 30 days before boarding the vessel. Full and final payment includes the balance of the base price plus the cost of any requested extra services or features. Payment can be made by cash, check, money order, credit card, or debit card. Credit or debit card deposits can be made by phone, in person, or online. Final payments made by credit or debit card can be made online, by phone or in person if one is paying for a basic two- or three-day trip. Final payments for custom trips or trips which include special requests that have changed the price of the trip cannot generally be made online. CF may send a payment reminder notice to the Primary Client by email. However, not receiving an email reminder does NOT release the Primary Client from the responsibility of making the final payment in accordance with the requirements described above.

In all cases, sole financial responsibility for a trip lies with the Primary Client. CF will NOT accept payments from multiple parties to make up a single deposit or a final payment for any trip.

### Cancellations

The Primary Client may cancel the trip up to 30 days before departure and receive a full refund of the deposit. If the final payment is not made 30 days before departure, Chesapeake Flotillas reserves the right to cancel the trip in its entirety. The deposit will be refunded less any non-refundable expenses which may have been incurred (i.e., non-refundable marina fees, special purchase items, or things which cannot be returned, etc.). If a client cancels a trip less than 30 days before boarding the vessel, all monies paid will be refunded less any non-refundable expenses which may have been incurred (i.e., non-refundable marina fees, special purchase items, or things which cannot be returned, etc.) and less a \$100 cancellation fee. Regardless of how the Primary Client paid CF, all refunds will be made by check.

If Chesapeake Flotillas cancels a trip for reasons not related to safety or Coast Guard restrictions, all monies paid will be refunded to the Primary Client.

Trips will sail regardless of weather conditions unless, in the opinion of Chesapeake Flotillas, forecasted weather conditions present an unacceptable risk to the vessel or those aboard. Furthermore, if the Captain of the Port of Baltimore restricts navigation on any or all of the waters for which a trip is planned, a given trip may not be able to proceed as originally planned. Unless a critical destination is made unavailable, CF will deem the trip as viable and plan to sail accordingly. In either case, the Primary Client may choose to reschedule the trip or to receive a refund less the cost of any special or custom items purchased. Those items will be conveyed to the Primary Client as appropriate. If a critical destination is unavailable as a result of action taken by the COTP, the Primary Client may choose to re-plan the trip for same dates, to reschedule the trip, or to receive a refund less the cost of any special or custom items purchased.

Notification of cancellation by either party may be made by email. The party receiving notification of cancellation must explicitly acknowledge the notification by any means. If the receiving party does not

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acknowledge the cancellation within 48 hours of its being sent or more than 24 hours before boarding the vessel, whichever is earlier, the sending party must call the other party. Leaving a voice mail message of cancellation shall be deemed adequate at any time.

### Guidelines and Requirements for clients

The Primary Client is the point of contact between Chesapeake Flotillas and all guests who will participate in a given trip. To avoid confusion and errant messages, Chesapeake Flotillas will not entertain contact with anyone other than the Primary Client. Chesapeake Flotillas will provide information to the Primary Client that should be distributed among all guests. This includes information on what to expect, what to bring, and what not to bring. Firearms, pyrotechnics, client-owned drones, and controlled substances may not be brought aboard or used aboard Bay Poet at any time. This list should not be considered as all inclusive. Cigarette smoking only is permitted on board and then only in the rear of the cockpit. Pipe and cigar smoking is never allowed. Smokers must monitor and police their own ashes and butts. The entire party will be held responsible for ANY damage caused by careless smoking.

Chesapeake Flotillas welcomes families of up to 4 people. The minimum age of any children in your party is 12. There must be at least one adult for each child under the age of 14.

S/V Bay Poet is equipped with commercial-grade personal floatation devices (PFD) for people who weigh at least 90 lbs. If you are bringing children who weigh less than that or who are of a generally smaller build, the client guardian will be responsible for providing a correctly fitted PFD for each such child. The child must wear the PFD anytime they are on deck whenever the vessel is underway. They are not required to wear it while the vessel is at anchor or secured in a marina. They also do not need to wear it when below deck. The Captain will inspect the PFD upon boarding to verify that it is legal for its intended use. Please check with Chesapeake Flotillas in advance if you need guidance in selecting an appropriate PFD for a child.

Guests are welcome to assist the crew in sailing the vessel, if they so desire. However, guests are not required to participate in any way in operating the vessel, except that they must follow the instructions of the crew at all times especially during emergencies. They will be given a briefing on various routine and emergency situations before departure. Clients will also be given instructions on using the various systems on board such as lights, water, and sanitation systems. Guests are encouraged to ask questions at ANY time.

### Flotillas

#### Guidelines and Requirements for Skippers

Anyone wishing to skipper a charter vessel on a flotilla trip must first provide a written sailing resume complete with at least 2 references. Chesapeake Flotillas will assess the resume and, if deemed necessary, contact the listed references, to verify the qualifications of the client skipper. If Chesapeake Flotillas determines that the client skipper is qualified, their resume will be forwarded to a third party charter company who will also assess the qualifications of the client skipper. Both CF and the third party charter company must be satisfied with the qualifications of the client skipper in order for that individual to be allowed to skipper a vessel on a flotilla cruise.

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### *Minimum Qualifications*

A wide and flexible range of criteria may be applied in determining one's qualification to skipper a charter boat. Those criteria may include but are not necessarily limited to the following:

- Proof of successful completion of ASA 104 - Bareboat Cruising or its equivalent.
- Evidence of having previously skippered a sailing charter on a vessel of at least 36 feet LOA.
- Evidence of having previously sailed in the intended venue.
- Proof of owning a comparable vessel
- A USCG Merchant Mariner Credential
- A telephone or in-person interview with the prospective client skipper

Please note that Chesapeake Flotillas may have more stringent requirements for skipper qualification than a given charter companies. This is necessary since a client skipper's performance would impact more than him/herself and potentially more than that skipper's personal guests.

### *Skipper Responsibilities*

#### *Preparedness*

A skipper on any trip organized by Chesapeake Flotillas must obtain current charts and cruising guide for the planned sailing venue. Chesapeake Flotillas will identify the specific publications. The skipper must review the information presented in the cruising guide and study the charts to become familiar with any hazards along the route. S/he is also to become familiar with the approaches to the harbors and anchorages as well as the layout within the specified harbors.

A daily briefing will be held each day prior to departure to discuss the route of sail and any important logistics during the route as well as at the destination.

#### *Crew*

Whether a client skipper brings his own crew or not, he is required to keep everyone assigned to his vessel informed and involved before and during the sailing trip. This includes but is not limited to contacting his or her crew individually or collectively to convey information provided to the client skipper by Chesapeake Flotillas, information independently obtained by the client skipper, payment reminders, and other details. Capt. Rob Chichester should be copied on all email correspondence related to the trip.

The client skipper may assign crew to their sleeping quarters. Before departure on the first day, s/he will also provide a briefing to the crew specifically covering use of basic systems like the heads, fresh water, electricity, engine, and rigging. There shall also be a discussion of emergency procedures in case of fire, man overboard, medical emergencies, and any similarly significant event that might be deemed relevant.

Each crew person is to be advised to share any important personal medical information with at least one other person in the crew. That person need NOT be the skipper or first mate. The kind of information to be shared would be that which emergency responders might need to know if a victim cannot speak for themselves (i.e., medications, chronic conditions, allergies to certain medications, etc.).

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The skipper must always be mindful of the safety of the vessel and crew. S/he should also be alert for acute conditions among the guests like heat stroke, hypothermia, and seasickness.

#### Vessel

The client skipper is required to conduct a thorough pre-departure vessel inspection using the Pre-Charter Inspection Checklist provided by Chesapeake Flotillas as a guideline. That checklist is to be completed and delivered to Chesapeake Flotillas at the end of the trip. The skipper is also required to discuss any adverse findings with the charter company and Chesapeake Flotillas prior to signing the vessel delivery acknowledgement. The skipper must NOT sign the acknowledgement before completing the inspection and discussing the results with Chesapeake Flotillas or a designated representative, regardless of the outcome of the inspection.

The skipper must operate the vessel in a legal, safe, and seaman-like manner at all times.

At the conclusion of a trip, the skipper is responsible for verifying that the vessel has been properly secured in her designated berth. The vessel is also to be cleaned as instructed by the charter company representative.

#### Administrative

The skipper is required to deliver a completed Pre-Charter Inspection form to Chesapeake Flotillas at the conclusion of the trip. Generally, CF will pay for marina fees during the trip and fuel and pump-out at the end of the charter. Other operating expenses like provisioning or meals taken ashore are the responsibility of the guests.

In addition to the documents required by Chesapeake Flotillas, the skipper may have forms to complete for the charter company. They should be hand delivered to CF upon returning to the marina. Failure to do so may result in additional charges from the charter company and/or Chesapeake Flotillas.

## Overseas Trips

### Description

From time to time, CF plans and executes boating-based adventures in foreign venues. Not all such trips may involve sailboats. A full description of these trips is posted to the Chesapeake Flotillas website approximately 20 months prior to the dates of the trip.

The webpage will present information such as trip dates, venue and potential itinerary, boat layouts, per person trip price, payment options, trip specific cancellation policy, suggested flight information, recommendations for travel insurance and booking local accommodations, and a link to an FAQ page. The webpage will not be made public until CF is ready to accept deposits for the specific trip.

Planning for these foreign adventures may begin more than 2 years before the actual trip dates. Ideas often come from clients on past trips, foreign and domestic.

Trips are typically planned for 7-10 days underway. It is planned that every berth on a boat will be filled in order to keep the prices down. Being mindful of personal space, guest comfort, and cost impacts on clients, CF will generally select the largest vessel that is practical and reasonable.

### Trip Pricing

Chesapeake Flotillas sets the per person price of the trip before the information web page is published. The cost of overseas trips includes a qualified captain, the cost of the yacht charter, on-board provisions, fuel and pump-out, and at least some marina fees. It may optionally include limited travel insurance, airport transfers, and individual trip mementos. These optional items are determined on a trip by trip basis. Chesapeake Flotillas intends for the price of the trip to be as inclusive as possible without making the price too high.

Chesapeake Flotillas will entertain inquiries for private or custom trips. However, requestors should be aware that such trips are almost always more expensive because of a reduced number of paying clients and/or the requested time of year.

Trip prices are not negotiable. Reselling of berths is not permitted. All reservations must come through Chesapeake Flotillas directly.

### Reservations and Payment

Reservations for an overseas trip must be accompanied by full name and contact information plus at least the trip-specific deposit for each person wishing to reserve a berth. No reservation will be held without all of those items.

Given that the payment intervals for a trip are spread out over 18 months and if someone would like to reserve a berth after the initial deposit period specified on the trip information page, that individual's first payment may need to be more than just the initial deposit. This is so they can catch up in the payment cycle with everyone else. The specific details of what the minimum payment might be after the deposit period will be explained on the specific trip information web page.

A wait-list will be maintained as necessary. The catch-up payment guidelines will be the same whether you are wait-listed or not. However, a person who is wait-listed will not be expected to make any

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additional payments beyond their initial payment until their reservation is confirmed at which time they must submit a payment at least in the amount necessary to bring them up to date in the payment cycle. The order in which a person may be on the wait list is not necessarily the order in which empty spaces will be filled. For example if two berths become available, it may be more expedient to skip down the list to a couple to fill those vacancies. Similarly, it may be that a couple is skipped over to fill a single vacancy.

Guests may make their payments by check, money order, credit card, or debit card. Cash is acceptable but only in direct person to person transfers. While CF has contracted with a third party to accept electronic payments, CF does NOT keep any credit or financial information of any guests. We do keep names and contact information for obvious reasons. Even if one makes a credit/debit card payment by phone, the information is destroyed once the transaction is completed. Every payment is acknowledged at least electronically. If one does not receive a receipt of payment, request one directly from Capt. Rob Chichester.

### Cancellations

Cancellations will always incur some cost to a guest who wishes to withdraw his reservation. There is a fixed administrative fee that will be charged for any cancellation. That charge is currently set at \$100.00 USD. Additional charges will apply depending on if there is a wait-list and when in the payment cycle one cancels off the trip. In the worst case, one may potentially forfeit everything paid to date. Each trip will have a specific cancellation policy which spells out dates and amounts to be forfeited. **It is for this reason that Chesapeake Flotillas always encourages guests to purchase a private travel insurance policy independent of any policy that might be included in the trip cost.** (For example, Sunsail assesses a mandatory fee for each guest for its Sunsail Care Package which is a very limited travel insurance policy.)

### Guidelines and Requirements for clients

Clients are always welcomed and even encouraged to contact Chesapeake Flotillas with any questions, comments or suggestions regarding a trip. CF wishes to offer the best possible experience to everyone participating in a trip.

Guests are asked to be considerate with their personal belongings and sharing space on the charter yacht. Space is always smaller than what one may be used to at home and the photos shown online of a particular vessel may not accurately represent the available space.

Guests should always pack in soft sided luggage or duffel bags which can be stored more easily. Sometimes a charter base may have a place to leave hard-sided luggage while we are underway but that is not always an option. It is always best to plan to pack in soft luggage.

Guests will nearly always share sleeping quarters with someone else. If a guest is not travelling with someone, CF will do its best to assign that individual to a cabin with a person of the same gender; however, this may not always be possible.

Chesapeake Flotillas will provide information to all guests as necessary. This includes information on what to expect, what to bring, and what not to bring. Firearms, pyrotechnics, drones, and controlled substances may not be brought aboard or used aboard any overseas charter at any time. This list should

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not be considered as all inclusive. Cigarette smoking only is permitted on board and then only in the rear of the cockpit. Pipe and cigar smoking is never allowed anywhere aboard. Smokers must monitor and police their own ashes and butts. Smokers will be held responsible for ANY damage caused by smoking on or off the charter yacht.

Charter yachts are generally equipped with commercial-grade personal floatation devices (PFD) for people who weigh at least 90 lbs. If you or others in your party are of a generally smaller build, you may be responsible for providing a correctly fitted PFD. Capt. Rob Chichester will inspect the PFD upon boarding to verify that it is legal for its intended use. Please check with Chesapeake Flotillas in advance if you need guidance in selecting an appropriate PFD.

Guests will be asked to write down their pertinent medical information, emergency contact information and to seal it in an envelope with a copy of their passport. The envelope will remain sealed unless the information it contains is necessary in an emergency. Otherwise the sealed envelope will be returned to the guest at the end of the trip OR destroyed with a witness present. In addition, the skipper will suggest that if guests have known medical conditions that emergency responders might need to know, the guest should make sure that someone else on board is aware of those conditions in case the guest is not able to speak for herself. That someone else need not be the skipper but it could be if you so desire.

Guests are welcome to assist the crew in sailing the vessel, if they choose to do so. However, guests are not generally required to participate in any way in operating the vessel, except that they must follow the direct orders of the crew at all times especially during emergencies. They will be given a briefing on various routine and emergency situations before departure. Guests will also be given instructions on using the various systems on board such as lights, water, and sanitation systems. Guests are encouraged to ask questions at ANY time.

The cost of trips generally includes onboard provisioning, most commonly breakfasts, lunches, and one dinner. Someone, either the skipper or his designate, will survey the crew before the trip for food preferences and allergies. Please understand that food items commonly available in the US may not be available in foreign venues. The skipper and/or galley manager will do their best to address any food concerns and requests; **however, if an individual has extreme or uniquely diverse food requirements, that individual may need to take sole responsibility for their needs.**

Guests are generally expected to be aboard the vessel the night before departure. Participants will be notified of specific exceptions to this policy as necessary. This allows the trip to sail on schedule and offers time for the skipper and crew to get to know one another before departure. Guests are likewise expected to return to the vessel from any land tours or other shore activities at a time upon which everyone has agreed prior to going ashore. When swimming is permitted in an anchorage, no one should ever swim alone. In no case will anyone be allowed to be alone in the water without at least a safety look-out on deck. In every case of leaving the vessel, the skipper must be informed. These are all rules established for your safety and enjoyment.

## Future Opportunities

Chesapeake Flotillas frequently gets ideas for future trips from trip participants. Everyone is encouraged to share their ideas for other venues and formats. While sailing is the primary travel format that we offer, Chesapeake Flotillas has also executed trips on canal boats. The company is also open to planning custom trips for specific groups. However, clients should understand that custom trips may be somewhat more expensive if larger boats and/or fewer people in the crew are requested.

## Contact Information

Capt. Rob Chichester may be reached through any of the following means:

|                 |  |
|-----------------|--|
| Email:          | <a href="mailto:Rob.Chichester@ChesapeakeFlotillas.com">Rob.Chichester@ChesapeakeFlotillas.com</a> |
| Phone (Mobile): | 1.908.672.3609   |
| Address:        | Chesapeake Flotillas<br>487 E Main St<br>Somerville, NJ 08876-3128                                 |
| Web:            | <a href="http://www.ChesapeakeFlotillas.com">www.ChesapeakeFlotillas.com</a>                       |