



# Chesapeake Flotillas

## TERMS AND CONDITIONS

### For Guests

Participation Guidelines

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# Terms and Conditions

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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. *“Client”* and *“client crewmember”* refers to anyone participating in any trip offered by Chesapeake Flotillas but not as a member of the command crew. 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 US Coast Guard officer responsible for the enforcement of navigation rules in a given operational area. “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. Non-refundable items include but are not limited to non-refundable marina fees, special purchase items, credit card fees, or purchased items which cannot be returned.

The use of any gender-specific pronouns is not to be interpreted as excluding a gender not specifically referenced or anyone else regardless of how they identify their own gender.

## Domestic Trips

### Trip Pricing

Day sails and multiday weekend charters have fixed base prices regardless of the number of guests. S/V Bay Poet and her crew can accommodate a maximum of 6 guests for day sails and 4 guests for multiday charters. 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 for Bay Poet. 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 trip price quote to the primary client before accepting any reservation. The quote will take into account information provided 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. Any additional costs to be paid as a result of the special request 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 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 28 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 to which Chesapeake Flotillas has agreed. 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. Final payments for custom trips or ant trips which include special requests that have changed the price of the trip cannot generally be made online. CF may send an electronic invoice to the Primary Client by email. However, not receiving an email reminder or invoice does NOT release the Primary Client from the responsibility of making the final payment in accordance with the requirements described above.

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

### Cancellation

The Primary Client and ONLY the Primary Client may cancel the trip up to 28 days before departure and receive a full refund of the deposit. If the final payment is not made 28 days before departure, Chesapeake Flotillas reserves the right to cancel the trip in its entirety. The deposit will be refunded less

the cost of any non-refundable items. If a client cancels a trip less than 28 days before boarding the vessel, all monies paid will be refunded minus the sum of the cost of any non-refundable items and a \$100 cancellation fee.

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.

Regardless of how the Primary Client paid CF, all refunds will be made by check.

Trips will sail regardless of weather conditions unless in the opinion of the captain, forecasted weather conditions present an unacceptable risk to the vessel and those aboard. Furthermore, if the Captain of the Port of Baltimore restricts navigation on any or all waters for which a trip is planned, a given trip may not be able to proceed as originally planned. In either case, the Primary Client may choose to proceed with the charter if it is safe to do so, reschedule the trip, or receive a refund minus the cost of any special or custom items purchased. Those items will be conveyed to the Primary Client as appropriate.

If the Captain of the Port restricts navigation on any or all waters for which a trip is planned, a given trip may be able to proceed but not as originally planned. Unless a critical destination is made unavailable, CF will deem the trip as viable and plan to sail accordingly. In this case, if the client chooses to cancel, the policies outlined in paragraph 1 of this section apply. If a critical destination is unavailable because of action taken by COTP, the Primary Client may choose to re-plan the trip for the same dates, to reschedule the trip, or to cancel and receive a refund less the cost of any special or custom items purchased.

Notification of cancellation by either party may be made by phone or email. The party receiving notification of cancellation must explicitly acknowledge the notification by any means. If the receiving party does not 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 shall be deemed adequate at any time.

If the Primary Client fails to board the boat before 30 minutes past the scheduled departure time and no communication regarding being late has been received by the Captain, it shall be assumed that the Client has cancelled the charter and all fees paid are forfeit. If the clients arrive late, the charter may not be extended to compensate for their late arrival.

## Guidelines and Requirements for clients

The Primary Client is to be the only point of contact between Chesapeake Flotillas and all guests who will participate in a given charter. 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, 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, but it is nonetheless strongly suggested that they do so. 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 desire. However, guests are not required to participate in any way in operating the vessel, except that they must always follow the instructions of the crew, particularly 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

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 will be escorted by a boat captained by Capt. Rob Chichester or his designate.

## Trip Pricing

Flotillas trip pricing is established separately for each boat which may participate in the trip. The factors that go into setting the price include but are not limited to charter rates, damage waiver fees, estimated provisioning costs and marina fees, trip memento, and mandatory taxes and fees. The ideal situation is where every berth on every boat costs the same. However, that may not always be possible depending on the differences in charter rates for different boats. Pricing is established such that given the revenues received from the crew of a boat will cover all the identified expenses for that boat. If all budgeted berths for a given boat cannot be filled or if a qualified skipper is not available, that boat will not participate in the flotilla.

## Reservations and Payment

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

A berth can be reserved by paying a minimum deposit. That minimum amount for a deposit is set for each trip. Deposits are typically at least \$500 to \$1000. Full and final payment of the balance of the trip price must be paid by the specified date. The payment of the balance may be spread out over as many as 5 separate payments. However, a client may elect to pay any amount if it is at least the minimum due at any given time. CF will send a payment reminder notice to everyone who has paid a deposit 2-4 weeks before payment is due. However, not receiving an email reminder does NOT release a client from the responsibility of making a payment in accordance with the requirements described above.

A waitlist 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 additional payments beyond their initial payment until the reservation is confirmed at which time they must submit a payment at least in the necessary to bring them up to date in the payment cycle. The order in which a 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 the available berths. Similarly, it may be that a couple is skipped over to fill a single vacancy.

Should a client wish to be placed on the wait list for a sold-out trip, they will need to pay the minimum amount due on the date that they go onto the wait list. For example, if that person goes onto the wait list after 2 recurring payments have been made, they will need to pay an amount equal to the deposit plus 2 payments. If paying by check, CF will not deposit that check until the person has a confirmed berth on the trip.

Guests may make their payments by check, money order, credit card, or debit card. Cash is accepted but only in direct person to person transfers and never by mail. While CF has contracted a third party processor for electronic payments, CF does NOT keep any credit or financial information of any guests. We do keep names and contact details 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 for payment, request one directly from Capt. Rob Chichester.

Since Chesapeake Flotillas cannot predetermine who will participate on a given trip, and more specifically the gender of any given client, it may be possible that a male and a female client will share sleeping accommodations. CF will do its best to avoid that situation; however, if it is unavoidable, the affected parties will be notified as early as possible.

### Cancellation

Cancellations will always incur at least an administrative fee of \$100 for any guest who wishes to withdraw their reservation. Additional charges will apply depending on whether there is an empty waitlist and when in the payment cycle one cancels their reservation. 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.

Chesapeake Flotillas STRONGLY recommends that all trip participants purchase private travel insurance policy independent of any policy that might be included in the trip cost or any add-on insurance for airfare to protect your investment in a trip. Chesapeake Flotillas will provide contact information for several insurance providers on the FAQ web page. However, this should not be construed as an endorsement or recommendation of any company. The information is provided merely as a convenience. Each consumer should conduct his or her own due diligence.

In the event you must cancel, please let me know as soon as possible so that I can try to find a replacement or confirm someone from the wait list, if there is any. Notification of cancellation should preferably be made by telephone; however, email is also acceptable. If you are on the waitlist, the cancellation policy does not apply. If no replacement can be found within 2 weeks for someone who must cancel their reservation, cancellation fees established for the specific trip will be assessed. Any money to be returned to someone who has cancelled will be paid by check.

## Guidelines and Requirements for Skippers

Anyone wishing to skipper a charter vessel on a flotilla trip must first provide a written sailing resume including at least 2 sailing references. Chesapeake Flotillas will assess the resume and, if deemed necessary, contact the listed references to validate the indicated 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.

If either Chesapeake Flotillas or the third-party charter company declines to accept the client skipper as a charter skipper, the client skipper will be notified and informed of the reasons for the declination if known.

## Minimum Qualifications

A wide and flexible range of criteria may be applied in determining one's qualification to skipper a charter boat on a trip offered by Chesapeake Flotillas. Those criteria may include but are not 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
- Interpersonal and crew management skills
- 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 most charter companies. This is necessary because a client skipper is de facto representative of Chesapeake Flotillas and Captain Rob Chichester.

## Skipper Responsibilities

### Preparedness

A skipper on any trip organized by Chesapeake Flotillas is expected to obtain current charts and cruising guide for the planned sailing venue in advance of the trip. 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. Capt. Rob will schedule one or more meetings with flotilla captains well before the trip is scheduled.

During the trip, a daily briefing will be held each day prior to departure to discuss the route of sail, last minute changes, and any important logistics during the route as well as at the destination.

### Crew

Whether a client skipper provides his own crew or not, he is required to keep his crew 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 must be copied on ALL email correspondence related to the trip. If a crew member is not responding to communications from the skipper, Capt. Rob is to be informed immediately and he will take further action as necessary.

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, ground tackle, and rigging. There shall also be a discussion of emergency procedures in case of fire, man overboard, medical emergencies, and any similarly significant events that might be deemed relevant.

For overseas trips, each person must provide a sealed envelope with their name on the outside. The envelope shall contain emergency contact information, travel details including confirmation numbers, a copy of your passport, and a list of known conditions and medications. If not needed during the trip, the envelope shall be returned to the owner. Each crew person is also to be advised to share any important personal medical information with a trusted 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.).

The skipper must always be mindful of the safety of the vessel and crew. S/he should also be alert for acute conditions like dehydration, heat stroke, hypothermia, and seasickness. The skipper is expected to take appropriate action should any of those conditions occur.

#### *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. If the client skipper has never conducted a pre-departure inspection, Capt. Rob or his designate will assist and guide the client skipper through the process. 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.

At all time, the skipper must operate the vessel in a legal, safe, seaman-like manner in accordance with guidance from the charter company.

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.

S/he must also provide receipts for any reimbursable expenses. That will generally include at least fuel and pump-out. There will be no reimbursement without receipts or the Inspection form.

Reimbursements will be paid directly to the skipper only. If those funds need to be distributed to others



in the crew, that will be the skipper's responsibility. Chesapeake Flotillas will NOT reimburse the expense of alcoholic beverages of any kind.

If a skipper and crew exceed their allotted budget, they will be responsible for the amount that exceeds their given budget. That is, reimbursement of expenses will not exceed the allotted budget.

### Guidelines and Requirements for clients

Chesapeake Flotillas will provide information to all clients on a given overseas trip. 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 boat operated by or for Chesapeake Flotillas 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 skipper and the entire crew will be held responsible for any damage caused by careless smoking.

Any emails sent between clients and their assigned skippers must also be sent to Capt. Rob. If a skipper is not responding to communications from a crew member, Capt. Rob is to be informed immediately, and he will take further action as necessary.

Clients are expected to make their recurring payments according to the schedule published on the trip information page and/or in any emails sent by Capt. Rob. Payment is due on or before the date indicated. Any payment which is more than 3 days late shall incur an additional late fee specific to the given trip.

During the trip, client crew members are expected to keep their personal belongings contained and to be mindful of the other crew members (i.e., be a good shipmate). While the safety of the vessel and crew is ultimately the responsibility of the skipper, crew members are nonetheless expected to follow the directions of the skipper and any other designated crew personnel. As necessary or as requested, crew members may be asked to help with sailing the vessel, preparing and serving meals, and cleaning the vessel.

Clients are always welcomed and even encouraged to contact Chesapeake Flotillas with any questions, comments or suggestions regarding overseas trips. If a client is the guest of a primary client on a domestic trip, their communications should be transmitted through that primary client.

CF wishes to offer the best possible experience to everyone participating in a trip.