

Captains Guidelines for the AYCA Contracts 2026

AYCA Uninspected Contract

AYCA Recreational Bareboat Charter Agreement & Vessel Services Agreement

Charter Agreements: The Captain shall ensure that he/she has a copy of the fully executed AYCA Agreements on board; as well as any applicable Addenda, for each charter booked on the Yacht. The Captain shall make certain that he/she has a clear understanding of the terms and conditions of all portions of the Agreements and addendae, as well as the Captain's role as Master of the Vessel under a Recreational Bareboat Charter Agreement (RBCA) with the Vessel Services Agreement (VSA) (also referred to as a Demise Agreement or 80/20 Agreement) .

Insurance: The Captain should fully understand the terms of the Yacht's policies and a copy of all current policies are required to be on board.

Captain's Briefing: Once the Charterers have joined the Yacht, it is recommended that the Captain deliver a short briefing, in which he or she explains and reviews the basic safety procedures and other items worthy of discussion such as; smoking, recreational drugs, and children. It is also recommended to mention any additional expenditures for communications (WIFI, etc). This is a good time to review the itinerary already discussed or propose any revisions if necessary, and to discuss the anticipated fuel bill for the agreed (weather permitting) itinerary.

AYCA Terms: The Charter Fee includes the Vessel in complete working order, seaworthy, clean, in good condition throughout, with tanks filled and ready for service. All equipment required by the U.S. Coast Guard and Vessel's flag state, including up-to-date safety and lifesaving equipment must be onboard. Life jackets for all guests (including children's sizes if there are children in the Charter Party) must be provided onboard.

The Charter Fee does not include the Operating Costs for the charter. The Charterer shall pay in addition to the Vessel Hire Fee, and at cost; all fuel for the Vessel, its tenders and all watersports equipment; harbor pilot and diver's fees, customs formalities, water, electricity and national and or local taxes as applicable. Charterer's expenses may include, but are not limited to, food and beverages, dockage, personal laundry and transportation for the Charterer's party.

The Vessel Services Fee retains the Contractor to supply a competent Captain for the duration of the Charter Period. The Contractor agrees to furnish a professional crew for the management, operation and navigation of the Yacht for the duration of the Charter Period. The Captain and the crew shall be properly uniformed at the Owner's expense throughout the Charter Period.

The Vessel Services Fee does not include food for the Captain and crew. This is charged to the Charterer's account and invoiced on the A.P.A. Customary invoicing for crew food and beverage is averaged at \$20-\$25 per day, per crew member and deducted from the A.P.A. **This does not apply on the Uninspected Contract.**

Notices: If the Captain feels there has been a breach of contract during the Charter Period, he should advise the Charter Broker and Charter Manager in writing immediately.

Advance Provisioning Allowance (A.P.A.): A.P.A. is an agreed deposit to cover Operating Costs as described above, which incur onboard and is not intended to cover expenses of the Charter Party ashore; such as shore-side tours, meals, entertainment, etc. Please address any specific questions regarding unusual requests or expenses to your Charter Manager (Escrow Agent on the Agreement) or to the Charter Broker prior to the charter if possible.

Accounting: Due diligence is defined as the level of judgment, care, prudence, determination, and activity that a person would reasonably be expected to use under particular circumstances. The Captain is directly accountable to the Charterer for the disbursement of the A.P.A. The Captain is also accountable for any funds disbursed by any member of his or her crew. It is not acceptable to make purchases or incur any expenses from the A.P.A. whatsoever that are not directly related to a given charter. It is highly recommended that the Captain review the accounts with the principal Charterer throughout the Charter Period to project the total Operating Expenditures and to anticipate any potential shortage thereof. This allows for time to implement a plan for the Charterer to provide additional funds if required. At the end of the charter, the Captain should present the Charterer with a full accounting report and proper receipts or documentation. If there are any questions, these must be noted and the Charter Broker and Charter Manager are to be informed. If the accounting is acceptable, it is good business practice to have the Charterer and the Captain sign off as "Read and Agreed" on the statement. As third-parties to the Charter Agreement; both the Charter Broker and the Charter Manager are to receive a copy of the accounting details as provided to the Charterer.

Additional Information on Operating Costs:

Dockage/Port Fees: Are to be charged to the Charterer's account during the Charter Period. These are inclusive of the start and end date and should be added to the A.P.A. The Captain has the option of anchoring out if the Yacht arrives at the Port of Delivery prior to the Charterer period if the Owner is not willing to pay for the Dockage/Port fees. Any tips for the dock attendants or other related fees for dockage are to be accounted for with receipts on the A.P.A.

Fuel Costs: Captains should aim to provide fuel at the best available price; at cost throughout the Charter Period. An explanation of the fuel costs expected during the Charterer's proposed itinerary, should be given at the beginning of the charter. Further explanation of the fuel used during the charter should be given clearly to the Charterer when presenting the final accounting of the A.P.A.

Basic Consumable Stores: If the Yacht is being chartered under a "bareboat" scenario, there are some basic items that the Charterer should not expect to see on the A.P.A., such as: filters, paints, varnishes, standard sun lotions, soaps, shampoos, tissues, and magazines not specifically requested by the Charterer. In the galley, salt, pepper, basic spices, herbs, sugar, are all 'basic consumables' and should be stocked by the Yacht.

Transportation: The Charterer's transportation from the airport or hotel at the start and end of the charter are at the Charterer's expense and are added to the A.P.A. The crew shall be responsible for arranging transportation if requested by the Charterer. Charter clients expect a uniformed crew member to greet them at the airport, organize their luggage, and accompany them to the Yacht. The same is expected for their departure.

Flowers: The practice of having fresh flowers on board is customary. However, the expense thereof differs from Vessel to Vessel. Generally, the initial presentation of the Yacht to the Charter Party upon boarding; should include floral arrangements at the Owner's / Captain's discretion and expense. The Charterer's direction should then be given prior to embarkation for arrangements above and beyond what the Owner normally covers. This should then be charged to the APA.

Communication Costs: Communications costs associated with the booking and planning of the itinerary prior to the start of the charter are considered the Owner's expense as the cost of doing business. Any communication charges used by the Charterer while onboard are to be charged to the A.P.A.

Laundry: Basic ship's laundry including sheets, towels, table linens, and uniforms is included in the Charter Fee and/or Vessel Services Fee and is normally handled by the Yacht's crew on board the Vessel. Costs to handle personal laundry can be added to the accounting. Excessive laundry is not generally handled on board, nor are delicate items. The crew can politely request that excessive laundry and/ or delicate items are brought ashore and the cost will be added to the accounting or the A.P.A.

Wear & Tear: Notwithstanding any other items that may come under this heading, a Charterer should only be charged for carpet cleaning if the damage caused cannot be considered "fair or normal" wear and tear.

Confidentiality/ Broker's Ethics: All matters relating to the parties involved in each charter transaction including

the Charterer, the Owner, the Charter Broker of Record, and the crew; are to be held confidential. This applies even after crew employment on board has ended. Questions from the Charterer or others in the Charter Party related to future charters or purchase should always be directed back to the Charter Broker. It is also expected that all literature that is on board from a competing firm or the Charter Manager's firm, will be removed for the duration of the Charter Period.

Follow-Up: It is advisable to report in by telephone or email to the Charter Broker and the Charter Manager at the beginning, during and at the end of each Charter Period. Keeping Charter Brokers informed is the best way to ensure future and repeat bookings.

Crew Gratuities: Crew gratuities are left to the Charterer's discretion. While a gratuity is customary, it is not mandatory and may vary with the nationality of the client. Charter Brokers generally suggest to Charterers that the gratuity is calculated between 10-20% of the Charter Fee scaled up or down according to their satisfaction and split evenly amongst the crew unless the Charterer specifies otherwise. At no time should a gratuity be solicited either verbally or in written form when settling the final accounting. Whatever the amount received, a gratuity should be graciously accepted. The gratuity is in no way intended to make up for below market crew wages, but rather is an expression of satisfaction and thanks for a professional job well done.

Read and Understood:

Captain / Yacht / Date

Charter Manager / Date