

# 2017 Farr **MRX** Pacific Keel Boat Challenge



## MRX Yacht Charter Agreement

**The Farr MRX fleet consists of 11 identical 10.2 metre Farr yachts which are used for National and International match racing events, National fleet racing regattas, for corporate sailing regattas and by the owners for regular fleet and match racing.**

MRX Yachting's aim is to provide a fleet of equal quality racing yachts so that race results are solely dependent on crew performance.

As the yachts are evenly matched and easy to sail, they provide exciting yachting for all levels of abilities from beginners to the world's best Match Racing and Americas Cup crews.



The Fleet is in Maritime NZ's Safe Ship Management Program and is professionally managed to ensure all users gain maximum benefits from the fleet. The yachts are based at Westhaven Marina, right beside the Royal New Zealand Yacht Squadron and just 5 minutes away from downtown Auckland and the Viaduct Basin, home of Team NZ), with its restaurants, bars and super yachts.

To make your booking and enjoy an exhilarating racing on Auckland's harbour please complete this form.

Hirer - Name			
Address			
E-mail			
Ph		Mobile	

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Sailing Dates	23 <sup>rd</sup> to 26 <sup>th</sup> March 2016
Charter Rate Yacht Incl Gst	NZ\$2,400
Damage Bond	NZ\$1,500

### Responsibilities of the Hirer

- The hirer must not be less than 18 years of age.
- The hirer must use the boats solely for pleasure.
- The hirer must not permit more than the maximum number of persons, (6), the boat is certified to carry to be on board when the boat is underway.
- The hirer must ensure that equipment required to be carried is not misused.
- MRX Yachting must approve the competence of the Skippers and 1<sup>st</sup> Mates.
- The hirer must not permit the boat to proceed beyond or outside Auckland enclosed operating limits.
- The hirer agrees to operate the boat within the Safety Management Policy Operating Parameters – maximum wind and wave conditions at discretion of Fleet Manager, Daylight use only.
- The hirer understands that they are undertaking a high risk adventure sport where injury may occur, and each of those taking part do so at their own risk and responsibility and MRX Yachting Ltd has no liability for any injury or loss sustained.
- The hirer agrees to pay the charter fee in full to complete this booking and prior to sailing.
- The hirer is responsible for any losses, damage and excesses caused by the hirer, which are not covered by MRX Yachting Ltd's marine insurance policy.
- Damage Bond. Prior to the yacht being made available, the hirer shall provide a NZ\$1,500 bond per boat to cover possible damage or loss. In the event of any damage or loss occurring, MRX Yachting Ltd shall be entitled to deduct the cost of same from the bond with the balance being refundable to the hirer.

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### Responsibilities of the Hirer (continued)

At the end of each day's sailing the skipper shall complete a damage form detailing any damage which may have occurred during the day. The yacht will then be checked by MRX Yachting and payment for any damage which is the responsibility of the hirer must be paid prior to sailing the next day. At the end of the regatta if no deduction is required, then the full bond will be repayable to the hirer. In the event of there being damage or loss which is more than the value of the bond, the hirer shall be liable for payment to MRX Yachting Ltd for the full amount due.

### MRX Yachting Ltd's marine insurance policy

The MRX fleet is insured under a comprehensive marine policy. Key terms that affect the hirer are as follows:

- **Excess**  
The excess for damage to a vessel in an incident in which no other vessel is involved is \$1,000 per incident.
- **Incidents involving two or more boats**  
The at fault skipper(s) limit of liability in an incident involving two or more boats is the sum of \$1,000 per boat involved in the incident.
- **Liabilities to third party:**  
Third Party (Legal Liability): \$5,000,000.

### Declaration

As Hirer we agree to the above including the responsibilities of the hirer and confirm this booking.

Hirer .....

Signature .....

Date .....