

**SEAS MONMOUTH
CHARTERING and CRUISING POLICIES & PROCEDURES**

SIGN-UPS & FEE PAYMENTS

1. A minimum \$100 per person deposit for weekends and \$200 for one-week cruises will be required as a deposit on any cruise. The cruise leader may set higher deposit requirements for special cruises as required to reserve boats. Failure to forward the deposit within two weeks of the cruise leader's acceptance of the applicant may jeopardize the applicant's participation in the cruise. Further payments will be required per instructions from the cruise leader; however, all balances due must be paid 30 days prior to the cruise to hold reservations, or earlier if the chartering company has an earlier "no cancellations" date. Notification of deposit and payment requirements will be included in the cruise description. Checks must be made out to SEAS Monmouth and delivered to the SEAS Monmouth treasurer.
2. Special payments for damage (security) deposits will be determined by the cruise leader to meet contractual obligations and will be included in the total required payments for each cruise participant. Note that the cruise participants generally only provide on the order of 50% of the security deposits for the cruise boats, since SEAS Monmouth policy is to provide 50% of the security deposit up to a maximum of \$1300 per boat providing the club's cruising fund has sufficient resources. The cruising fund, which must be maintained at a minimum level of \$1500, is a reserve to support skippers and crew members who incur damage to a chartered boat during a sponsored cruise and thereby stand to lose their damage deposit. In addition SEAS Monmouth's chartering policy is to refund 50% of lost damage deposits up to a maximum of \$1300 per boat to the extent that funds are available. The cruising fund will be maintained and grown by an additional charge of \$30.00 per SEAS member per cruise. Non-SEAS members pay an *additional* surcharge of \$10 per day up to a maximum of the annual SEAS Monmouth membership fee.
3. SEAS Monmouth has a strong tradition of providing cruising opportunities to all members, regardless of skill level, and in accordance with prevailing Equal Opportunity policies. However, in addition to these goals there are several factors that the cruise leader must consider in making crew assignments, and potentially in accepting applicants for the cruise, including a sufficient number of skilled sailors on each boat, sleeping logistics, fitness of applicants to safely handle the rigors of cruising, and the overall harmony of each crew. While applicants are generally accepted by the cruise leader on a first-come-first-served basis, as requests are received by phone or email, the cruise leader reserves the right to consider applicants on a case-by-case basis to meet the overall crew assignment goals mentioned above. In addition, the skipper(s) have the right to reject any applicant at their discretion. Also, while every attempt will be made to honor crew preferences for a particular boat or skipper, the cruise leader reserves the right to make crew assignments on the basis of the factors outlined above.

SECURITY DEPOSITS

As described above, an additional payment will be required from each participant in addition to the charter cost to cover the security deposit which must be given to the charter company. In the event that there is damage to one or more boats, resulting in the security deposit being partially or fully not refunded, the cost will be divided equally amongst all participants in the cruise, not just those on the affected boat(s). That portion of the security deposit which is refunded by the charter company will be returned to all cruise participants on a pro-rata basis.

CANCELLATIONS & REFUNDS

Refunds for cancellations prior to the 30 day period will be made where possible, subject to the terms of the charter contract and availability of substitutes. After the 30 day point prior to the cruise, no refunds will be made unless a substitute can be found to replace the cancellation. Waiting lists will be maintained by the cruise leader, but the final responsibility to secure a substitute remains with the canceled party. Every effort will be made to refund money, including boat cancellations if necessary. However, neither the SEAS organization, chartering chairperson, cruise leader, or other cruising participants shall be caused to bear a financial burden due to reservation cancellations. In the event that a person is unable to go on the cruise and does not obtain a replacement, thereby forfeiting his/her payment for the cruise, that person will not be held liable for any forfeiture of security deposit funds due to damage that occurs on the cruise.

GUESTS

One guest per member per cruise is permitted to sign up for each trip. All members should realize that the club activities are primarily for its members and the guest privilege should not be abused. Frequent guests should be encouraged to become members. Each guest will be charged a \$10 guest fee per day, up to a maximum of the annual membership fee. The guest's sponsoring member is responsible for the guest's financial responsibilities.

SKIPPER & FIRST MATE QUALIFICATIONS

Skippers qualified by "SEAS National" will be considered qualified for Monmouth Chapter cruises. In addition, other members may request to skipper on a Chapter cruise. Skipper determinations will be made by the cruise leader with consultation from the Chartering Chairperson, based on previous experience, demonstrated qualifications, personal knowledge, recommendations, etc. All things otherwise being equal, the order of request should be given priority among those to be considered. First mates will also be selected as above, with final approval made by the respective skippers. Final skipper selection is subject to acceptance by the charter company.

OTHER

While cruises are often planned and advertised as having a particular destination, the actual course and destinations may have to be changed at the time of the cruise because of weather, tide or current conditions. The final decision about the course and destinations will rest with the skipper, and the course and destinations are not "guaranteed".

All participants in a cruise are expected to be involved in the sailing and handling of the boat, subject to their own skill levels and the direction of the skipper. If a participant does not desire to have any involvement at all in these activities, he/she should advise the cruise leader of that at the time of signing up. The person's acceptance onto the cruise will be at the discretion of the cruise leader.

Any participant with a medical condition which might result in an emergency occurring during the cruise is required to notify the skipper of the condition prior to the beginning of the cruise, and preferably to the cruise leader at the time of sign up. Such information will be maintained in confidence if that is requested; however it is vital that the skipper on the boat, who has legal responsibility for all the crew on the boat, know about such a medical condition and what treatment might be required.

All SEAS cruises are "Zero Tolerance" – that is to say there will be no illegal drugs permitted on board any SEAS chartered boat at any time. The US Coast Guard will confiscate any boat on which they find illegal drugs in any quantity, no matter how small. Charter contracts hold the charterer personally

responsible for the entire value of a boat confiscated by the Coast Guard under the Zero Tolerance policy.