



Bluewater Sailing

Est. 1978, 26th
Anniversary !!
A Division of Compass Rose,
Inc.

SAFETY! FUN!! LEARN!!! J

Sailing, Power & Navigation Instruction
Yacht Management and Delivery
Boat Rentals & Yacht Charters
Group / Private Lessons

Our Professional Instructors Average More than 20 Years Experience On The Water
First American Sailing Assn. & International Yachtmaster Certification Facility in World

CANCELLATION, RESCHEDULE, REFUND AND RETURN POLICY

Rev. 9/04

Refer also to: Deposit Policy

Bad Weather Policy (for cancellation, reschedule or return policies related to weather)

Price Sheets (policies are sometimes summarized on price sheets)

Refund Policy

- ALL SALES ARE FINAL IF MADE WITHIN 60 DAYS OF A BLUEWATER EVENT.
- The 50% Non Refundable Deposit is NON REFUNDABLE if cancellation is made within 60 days of class, charter or any other activity.
- If a cancellation or reschedule request is made more than 60 days before a class or charter, then full credit or refund will be given at the discretion of the customer.
- Bluewater does not wish to accept a:
 - deposit from any individual unless that person is certain that they wish to reserve a class, boat rental, skippered charter or checkout or any activity
 - scheduled time for a class, bareboat rental, checkout skippered charter or any other activity unless that person is sure they will be able to attend or utilize that time slot
- However, instructor time or vessels are not reserved unless a non refundable deposit is taken.
- The customer has full control regarding the decision of whether or not to place a non refundable deposit and reserve an activity or wait without potential financial liability but risk the chance that another individual may request the same instructor or vessel time slot.
- This cancellation, reschedule or return policy is required due to the financial consequences resulting from an unfilled spot in a class or the holding of a boat out of charter
- Other than weather related issues described in Bluewater's Bad Weather Policy:
No cancellations, rescheduling for a later date or time or returns for cash, check or credit to credit card account if cancellation is made within 60 days of event.
- Customers may, at their own discretion, move up a Bluewater activity such as a class or charter to an earlier date or time at no penalty but may not delay any such activity.

- Policy applies to all sales, including but not limited to:
 - deposits, full or partial payments, gift certificates, etc.
 - all classes, bareboat or skippered charters, checkouts, books, certifications, logbooks, etc.
- If an individual wishes to cancel or postpone a class, activity or charter, they should notify Bluewater immediately. Bluewater will actively try to fill that class, activity or charter with another individual or group. The earlier that Bluewater is notified, the more likely it will be that Bluewater may be able to identify a standby or substitute individual or group to fill the class, activity or charter.
 - the individual canceling should be motivated to contact Bluewater as soon as they recognize they will not be able to participate in order to give Bluewater the most time to attempt finding a replacement and thus potentially reducing eliminating the loss of the individual's non refundable deposit
 - Bluewater is motivated to identify a replacement in the interests of generating additional income as well as enhancing good will with its customers
- Credit (not refund) may be allowed for future activities **IF AND ONLY IF** we are able to:
 - fill the class or activity with another individual or group
 - send the charter boat out with another individual or group
 - ➔ the earlier someone notifies us, the more likely it is that we will be able to fill the slot
 - ➔ otherwise the individual loses their deposit or payment
 - ➔ there is absolutely no guarantee that we will be able to make a substitution
- If a substitution is approved by Bluewater, credit for future activities within one year from date of purchase could include:
 - future classes, bareboat or skippered charters
 - gift certificates / transfer or credit to another individual
- Customer cancellations within 24 hours of an event will be subject to a 100% penalty (50% deposit plus the 50% final payment before next activity at Bluewater) if Bluewater is unable to fill or rebook the time slot with another customer
- For Bareboat Charters only (not classes or Skippered Charters), the only modification to this policy is that bareboat captains may reserve a boat on any non holiday weekend (defined as any Federal Holiday three day weekend, including but not limited to Martin Luther King Day, President's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving or New Year's Eve) and cancel with no penalty 10 days ahead of time for every day or ½ day reservation. Any cancellations for holiday weekends or with less notice are subject to the full loss of deposit discussed in this policy.
- If an individual wishes to cancel or delay their class / charter, etc., Bluewater should but is not required to notify them verbally of the potential cost penalty / forfeiture.
- If an individual wishes to cancel or delay their class / charter, etc., Bluewater should but is not compelled to notify them in writing of the actual cost penalty / forfeiture.

- Gift certificates are good for one year from date of purchase, and expire after that time.
- Combination packages which may be discounted are valid only for one year from the date of purchase, and expire after that time.
- For lessons on board an owner's boat (BYOB: "bring your own boat" program), where the owner desires to leave the dock with a Bluewater instructor on board, it is the owner's sole responsibility to ensure that **prior to the lesson**, the boat:
 - is fully equipped with all U.S. Federal, Coast Guard and State required / mandatory safety equipment applicable for the boat's particular size and construction.
 - has fully functioning and safely operating major systems (as applicable), including but not limited to sails, engine, transmission, steering systems, standing and running rigging.

Otherwise the Bluewater instructor will be restricted to providing lessons only while the vessel is at the dock and no refund or credit will be given for any time lost due to the boat not being fully prepared to voyage safely out of the dock or slip.

Checkout & Financial Deposit for Bareboat Checkouts

(see Bluewater's Bareboat Checkout Policy for more details)

- **PASSAGE of a checkout IS NOT GUARANTEED**
 - Bluewater's primary responsibility to make every effort to fairly evaluate the potential charterer's ability to safely and competently operate the vessel
 - The potential for Bluewater to gain or lose income from the potential charter IS NOT a consideration during the checkout when determining the potential charterer's fitness and suitability to serve as a bareboat captain
- As with all other Bluewater activities, a 50% Non-Refundable deposit is required to reserve the vessel and instructor in support of the on the water checkout
- If a potential charterer fails a checkout and also has a deposit on file for a future bareboat charter, those deposit funds specifically on file for the deposit (as opposed to for the checkout) are subject to the same non-refundability provisions of this Policy as with all other activities
- With regard to the subsequent potential charter, there are two possible options:
 - The potential charterer may elect to place a deposit only on the checkout. This ensures that they are not financially at risk for losing their deposit for a potential charter should they fail the on the water checkout. However, without a deposit on file for the potential charter, the boat and time slot are not reserved
 - The potential charterer may elect to place a deposit on both the checkout and the potential future charter. This will reserve the boat and time slot. However, if the charterer fails the on the water checkout, that deposit would be lost unless a substitute can be identified in accordance with the provisions of this Policy
- It is within the potential charterer's sole discretion to make the decision between the two options listed above at the time they are making the reservation
- If the potential charterer is at all hesitant about their ability to pass the checkout or their deposit for a future charter, then they should only place a deposit on the checkout, then wait for the results of the checkout before making a decision regarding placing a deposit for a future charter.

This entire Policy is required since Bluewater Sailing schedules boats and instructors only upon confirmed business and turns away other customers based on the planned schedule.