

BAREBOAT CHARTER

This demise charter made on this \_\_\_\_\_ day of \_\_\_\_\_, 1978, by and between the POLYNESIAN VOYAGING SOCIETY, a non-profit organization existing under the laws of the State of Hawaii, United States of America, whose principal place of business is P.O. Box 6037, City and County of Honolulu, Hawaii, U.S.A., herein referred to as "Owner", and \_\_\_\_\_

herein referred to as "Charterer". Owner hereby lets and Charterer hereby charters and takes for hire the double-hulled sailing canoe, known as the "HOKULE'A", or "Star of Gladness", Registration Number 571798, Registered Gross Tonnage 7.61, Registered Net Tonnage of 7, Home port Honolulu, Hawaii, subject to the following terms, conditions and agreements.

1. The initial term of this charter shall be from HOKULE'A'S arrival in Tahiti on or about April 1978 until March 1979.
2. Alban Ellacot will be the provisional chairman of the Committee responsible for organizing, conducting and making all the necessary arrangements for the arrival, stay and departure of HOKULE'A, its crew and support personnel.
3. It is agreed that neither the HOKULE'A crew nor the Polynesian Voyaging Society require financial assistance from any Tahitian organization relative to the voyage and the stay in Tahiti, except for specific items outlined below.
4. It is confirmed that upon arrival the crew will be housed at the Centre d'Accueil opposite the Maison des Jeunes at a rate of \$5 per day per person. Mr. Vincent Maono will take care of reservations. Food expenses per day should be

calculated at a minimum of \$20. The hostel is able to provide breakfast and lunch at very reasonable cost and will also provide dinner if advance notice is given. Dinner eaten out at restaurants will be very expensive. All costs for board and lodging will be assumed by the crew.

5. It is confirmed that arrangement for the drydocking of HOKULE'A is at the Ellacott dry dock. It is agreed that the basic fee will be \$250 plus \$7 per day. Polynesian Voyaging Society will cover this expense.

6. HOKULE'A'S hauling to and from the dry dock will be handled by the Tahiti Committee at no cost to Polynesian Voyaging Society.

7. Mr. Ellacott will make inquiries about hull and liability insurance for HOKULE'A while in Tahiti. Mr. Ellacott will write to Honolulu to confirm insurance rates. It was agreed that Polynesian Voyaging Society will share any insurance costs in Tahiti with the Tahiti Committee on an equal basis.

8. Mr. Ellacott agreed to obtain French and Tahitian flags to fly on the mast and airmail them to Honolulu.

9. Mr. Ellacott agreed to obtain information concerning VHF and single band radio frequency for Tahiti and airmail that information to Honolulu.

10. It is agreed that crew will be required to stay at the hostel in Papeete for a minimum of two weeks to take care of needed HOKULE'A repairs while in dry dock. No dispersal of crew upon arrival will be allowed. After responsibilities towards HOKULE'A have been fulfilled hospitality elsewhere in Tahiti can be accepted.

11. It is agreed that HOKULE'A'S stay in Tahiti and responsibility for her activities and movements will be delegated by the Polynesian Voyaging Society to the Tahitian

Committee. However, Polynesian Voyaging Society reserves the right to change plans or to recall HOKULE'A to Honolulu in case of need or emergency, as determined by the board of directors of the Polynesian Voyaging Society.

12. It is agreed that the liaison representatives from the Owners will be in Tahiti throughout the entire time of HOKULE'A stay in Tahiti. The representatives will be Leon Sterling and Jo Ann Sterling, unless and until such time either or both of them relinquish or renounce their position. As liaisons, they will not in any way interfere with the delegation to the Tahitian Committee of the responsibility for HOKULE'A while in Tahiti.

13. The following division of responsibility for expenses arising from HOKULE'A stay in Tahiti is as follows:

a. Necessary repairs after arrival while in dry dock to be assumed by Polynesian Voyaging Society.

b. Major repairs or replacements necessary for HOKULE'A while in Tahiti to be assumed by Polynesian Voyaging Society.

c. Routine and minor maintenance connected with the inter-island sailing of HOKULE'A to be assumed by the Tahitian Committee.

d. Repairs resulting from negligence by a Tahitian crew to be assumed by the Tahitian Committee.

14. It is agreed that the following general timetable for HOKULE'A while in Tahiti will be followed, subject to any changes by the Polynesian Voyaging Society Board of Directors and the Tahitian Committee:

May, June 1978 - inter-island sails in Tahitian waters  
July 1978 - participation in July festivities  
August 1978 - January 1979 - HOKULE'A to be under shelter and out of the water in Tautira  
February - March 1979 - crew training and preparation for return trip to Hawaii  
March 1979 - Return to Hawaii

15. It is agreed that several berths for the return trip will be given to Tahitians (perhaps 4 to 6) resulting in a mixed Hawaiian-Tahitian crew for the return voyage. It is felt that there will be sufficient qualified Tahitian candidates for the return trip. Agreed that the criteria of competence, compatibility and physical condition will apply to the selection of Tahiti candidates and that the final decision for selection will be made by HOKULE'A'S captain.

16. On behalf of Tautira, Mayor Tutaha Salmon confirmed Tautira's readiness to shelter HOKULE'A during the time needed in Tahiti to take care of necessary minor maintenance.

17. It is confirmed that there will be several responsible and able persons available to captain and sail HOKULE'A in Tahiti.

18. It is agreed that an essential aspect of HOKULE'A'S stay in Tahiti is an educational program pertaining to Polynesian voyaging, to be aimed at Tahiti's youth, both on the island of Tahiti and on neighbor islands. It is agreed that the educational committee of Polynesian Voyaging Society will send to Tahiti all pertinent educational materials which have been prepared and agreed so that the Tahiti committee will collaborate with educators and scientists in Tahiti for a suitable program.

19. Both Owner and Charterer agree that a qualified and competent Captain or Skipper shall operate said vessel at all times.

POLYNESIAN VOYAGING SOCIETY

By \_\_\_\_\_  
Its

By \_\_\_\_\_  
Its

Owners

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Charterers