



TERMS AND CONDITIONS

1. **DEMISE CHARTER:** This charter shall at all times be construed as a DEMISE CHARTER. The Charterer assumes all responsibility for any injury, death or property damage. This includes, but is not limited to accidents involving Charterer or any of Charterer's guests, or any other person onboard vessel or swimming, snorkeling or diving from vessel or onboard vessel's tender, or any other claim of any nature that may arise during the period of the charter or at any time that the vessel is in the custody or under the control of the Charterer. Charterer further agrees to indemnify the Owner and/or Agent against any claims that may arise as aforementioned. (ANY VESSEL IF MORE THAN SIX CHARTER GUESTS)!

2. **TERM, HIRE, PAYMENT AND VESSEL.** Owner agrees to let, and Charterer agrees to hire the Yacht on the date and from and to the time entered for the total sum that shall be paid in full upon signing the agreement and ***NO REFUNDS TO BE PERMITTED UNDER ANY CIRCUMSTANCES. INCLUDING RAIN*** (a reschedule will be permitted) Unless indicated otherwise hereon. Extended hourly rate shall be at the amount of \$ 275 per hour.

3. **CREW, CONTROL OF BOAT, AND PAYMENT TO CAPTAIN/CREW.** As the CHARTERER, you have the right, obligation, and sole responsibility for choosing a captain and crew (subject to minimum requirements as stated hereon). You also have the complete and total right to fire the captain and any crew at any time. Only you the Charterer controls the captain and crew. We cannot provide a captain and crew for you. If you do not have a qualified captain and crew, we have provided a list of qualified captains for you to select if you so desire as a courtesy.

Crew -The captains in the list provided may need to steer the vessel with a crew (depending on your chartered boat size). By choosing a captain on this list, you are also accepting his crew mate/s that he brings to the charter. Due to the availability constraints of possible crew members, lists of crews for you to choose from cannot be provided. Nevertheless, although the crew is brought to the charter by the captain you choose, you still maintain the absolute right to reject or fire any crew at any time.

Payment – The captain and crew must be paid directly by the charterer. We cannot make any payments for captain or crew on your behalf. Please make arrangements with captain as to payment amount for him and his crew and payment terms. Also please note that it is customary to tip the captain and crew.

4. **ACCIDENT.** If after delivery, the Yacht sustains breakdown of machinery or is disabled or damaged by fire, grounding, collision or other causes so as to prevent Charterer's use of the Yacht for a period not less than twenty-four (24) consecutive hours at any time, the same not being brought about by any act or default of the Charterer, the Owner shall make a pro rata return of the charter hire to Charterer of such period in excess of such twenty-four (24) hours the Yacht shall be disabled or unfit for use. Provided, however, that in case the Yacht is lost, or the damage is so extensive that the Yacht cannot be or is not repaired within twenty-four (24) hours, the same not being brought about by any acts or defaults of Charterer, charter money paid in advance shall be rebated pro rata from the time of such damage, and Charterer shall have the right to terminate this charter.

5. **RUNNING EXPENSES.** Charterer shall accept the Yacht delivered as provided and pay all

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running expenses during the term of the charter.

6. **INSURANCE.** Owner shall keep the Yacht fully insured for the full term of the charter period. Owner's insurance policy, however, does not cover Charterer's or guests' protection and indemnity during the term of the charter, and Charterer is responsible for obtaining such coverage, if desired. Charterer shall not violate the terms of the Owner's insurance policy, including, without limitation, thenavigational limits it imposes.

7. **LIENS AND TAXES.** Charterer, and Charter's agents and employees, have no right or power to permit or suffer the creation of any maritime liens against the Yacht, except for crew's wages and salvage. Charterer agrees to indemnify Owner for any chargers of losses in connection therewith, including reasonable attorney's fees. Any and all sales or use taxes imposed on this charter are the responsibility of Charterer, and Charterer shall indemnify and hold harmless Owner and any charter broker against and from any liability for such taxes, including associated penalties and interest.
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8. **DRUGS.** Drugs will not be tolerated. Use or possession of illegal drugs, including marijuana, onboard the Yacht shall result in immediate termination of the charter without any refund.

9. **REDELIVERY AND INDEMNIFICATION.** Charterer shall redeliver the Yacht, her equipment, and furnishings, free and clear of any indebtedness incurred for Charterer's account, at the expiration of this Charter, to Owner in as good condition as when delivery was taken, ordinary wear and tear accepted. If the Yacht is not redelivered within the charter period or any proper extension thereof for reasons attributable solely to Charterer, then for each completed period of one (1) hour of delay, or fraction thereof, in redelivery as aforesaid, Charterer shall pay to Owner a sum equal to the charter hire divided by the number of hours comprised in the charter period, subject to Owner's right to recover further additional loss or damages, if any, thereby sustained. Charterer shall indemnify and hold harmless Owner against and from any and all liability to third parties for loss or damage attributable to Charterer's acts or omissions.

10. **RESTRICTED USE.** Charterer agrees that the Yacht shall be employed exclusively as a pleasure vessel for the sole and proper use of Charterer, and Charterer's guests and servants, during the term of this charter and shall not transport merchandise or carry passengers for pay, or exceed more than the legal bareboat charter amount of 12 guests maximum (not including the charterer), or engage in any trade nor in any way violate the Revenue laws of the United States, or any other Government within the jurisdiction of which the Yacht may be at any time, and shall comply with the law in all respects, nor take vessel greater than 150 miles from the shores of Florida, or if charter is to the Bahamas, no more than 150 miles from the shores of the Bahamas.

11. **NON-ASSIGNMENT.** Charterer agrees not to assign this Agreement or sub charter the Yacht without written consent from Owner.

12. **CONTROL.** The Yacht is chartered on a demise basis. Accordingly, during the charter term, Charterer shall have full authority regarding the operation and management of the Yacht and is solely responsible for retaining or firing a master and crew. Charterer, however, shall not allow anyone to operate the Yacht unless properly trained and experienced in coastwise piloting and deep-sea navigation of vessels similar in type and size to the Yacht.

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13. **DEFAULTS.** If Charterer fails to pay any installment of charter money on the date designated, Owner shall have the right to resume possession of the Yacht and terminate this charter, without prejudice to Owner's rights in respect to any arrears of charter hire, or any breach by the Charterer of the conditions herein contained.

14. **GUEST LIMITATIONS.** The number of persons, other than the master and crew, cruising on board the Yacht shall be limited to Charterer (or Charterer's representative, if Charterer is a corporation) plus 12 guests, for a total of 13 (including charterer).

15. **SURVEY.** Charterer, at charterer's sole expense, may have the Yacht surveyed upon its delivery to Charterer at the beginning of the charter period, and again upon its redelivery to Owner at the conclusion of the charter period, to assess its condition for purposes of this Agreement.

16. **CANCELLATION.** Cancellation by charterer for any reason must be received forty-eight (48) Hours prior to the scheduled departure date, otherwise Owner may assess a penalty of thirty (30%) percent of the charter hire agreed amount as liquidated damages. However, if Owner is able to rebook the Yacht for all or part of the charter period, Owner shall refund to Charterer any amount by which the sums received from Charterer (less a cancellation fee equal to 30% of the total charter hire and all expenses incurred in arranging the rebooking) and the charter hire received from the substitute charterer for the rebooked dates exceed, in aggregate, the charter hire payable hereunder. If the Owner must cancel, monies paid shall be refunded in full by the Owner to the Charterer.

17. ADDITIONAL CONDITIONS.

- a. Maximum number of persons regularly eating and sleeping aboard are dictated by the number of berths available, at all times a maximum of 12 passengers plus the charter and crew (master and crew inclusive) can be on board while cruising at any time.
- b. No smoking inside of the Yacht.
- c. There are no pets allowed on board the vessel.
- d. The crew aboard is there to maximize your enjoyment and in order to do so cannot be expected at any time to be responsible for children. Children under the age of 13 are not permitted onboard without the direct supervision of a nanny or adult charter guest at all times.
- e. The parties acknowledge that this is a contract and may be transmitted between them by electronic communication and the parties intend that an electronic transmission contract containing either the original and/or copies of the parties' signature shall constitute a binding contract.
- f. Rendezvous diving only.
- g. Vessel is fully insured under the owner.
- h. Use of personal watercraft (if available) is only permitted subject to operator having the appropriate license and meeting local regulations. Charterer and its guests agree to waive and release owner and its agents from any and all claims for injury or damage resulting from the use of personal watercraft.
- i. If the Charterer is involved in any illegal form of smuggling or illegal drugs, drug paraphernalia or contraband, all monies paid will be forfeited and the charter will end abruptly — This includes marijuana — even medicinal marijuana — no exceptions.
- j. All guests will be required to disembark from vessel at nearest dock.

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k. Captain will radio the US Coast Guard, FWC Law Enforcement, and/or local police to notify of illegal drugs onboard. This is solely the captain's decision. Yacht Charters in Miami cannot override the captain's decision.

18. **ARBITRATION.** Any controversy or claim arising out of or relating to this Agreement, or with the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, such arbitration to be held in the City and State of Owner's residence, unless another place is mutually agreed upon. Judgment upon any award reached by the arbitrator (s) may be entered in any court of said State having jurisdiction thereof.

19. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement among the parties, and it supersedes any prior agreement or understanding among them, oral and written, all of which are hereby cancelled. This Agreement may not be modified or amended other than by a written document signed by both parties.

20. **AMENDMENTS.** Except as otherwise provided herein, the provisions hereof may be amended, supplemented, waived or changed, only by a writing that makes specific reference to this Agreement and is signed by the party as to whom enforcement of any amendment, supplement, waiver or modification agreement is sought.

21. **ATTORNEYS' FEES.** In any action or proceeding arising out of this Agreement, the prevailing party shall be entitled to recover all of its costs incurred in such action, including reasonable attorneys' fees.

22. **BINDING EFFECT.** All of the terms and provisions of this Agreement, whether expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties and their representatives, heirs, and permitted assigns. Any rights given or duties imposed upon the estate of a deceased party shall inure to the benefit of and be binding upon the fiduciary of such decedent's estate in his fiduciary capacity.

23. **VENUE.** The venue of any action arising from this Agreement shall lie exclusively in the Circuit Court in the City and State of Owner's residence, unless another place is mutually agreed upon, and both parties shall submit to the jurisdiction of such court.

24. **SUPPLEMENTAL CLAUSES/CONDITIONS.** Charterer is solely responsible for the hiring of the Captain. Owner has listed at least 3 qualified captains if Charterer wishes to use a captain from this list as a convenience, however, the charterer is free to hire any capable captain Charterer wishes. The captains list provided hereon is merely done so as a convenience for the Charterer and Charterer has no obligation to hire any of those captains listed.

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PERSONAL WATERCRAFT RENTAL and YACHT CHARTER OPERATIONS RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

PLEASE READ AND BE CERTAIN YOU UNDERSTAND THE IMPLICATIONS OF SIGNING. EXPRESS ASSUMPTION OF RISK ASSOCIATED WITH USE OF PERSONAL WATERCRAFT and RELATED ACTIVITIES

I the charterer and guests and whoever signs this agreement do hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with motorized (e.g., Vessel) or non-motorized(e.g. tubes, wakeboards) and related water sport activities to which I am about to engage, including but not limited:

ACKNOWLEDGEMENT OF RISK: Acknowledge that some but not all risks of participating in water sport activity includes:

Changing water flow, tides, currents, wave action and ship's wakes.

Collision with any of the following: other participants, the watercraft, other watercraft and manmade or natural objects, shuttle boats

Wind shear, inclement weather, lightning, variance and extremes of wind, weather and temperature.

Changes in my sense of balance, physical coordination, ability to operate equipment, swim and/or follow directions.

Collision, capsizing, sinking or other hazard which results in wetness, injury, exposure to elements, hypothermia and/or drowning, impact of the body upon water, injection of water into my body orifices and/or drowning.

Presence of insects and marine life form.

Equipment failure or operator error.

Heat or sun related injuries, illness including sunburn, sunstroke or dehydration.

Fatigue, chill and/or dizziness that may diminish my/our reaction time and increase the risk of accident.

I specifically acknowledge that I have read, understand and agree to abide by the Personal Watercraft Operational instructions at all times and that I have been trained in the use of watersport equipment to my complete satisfaction and I am physically/mentally able to participate in the water sport activities to which I am about to engage. I specifically waive any defense insofar as this contract is concerned that may arise as a result of any state or local law and/ or regulation or policy that may impact its enforceability.

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Release of Liability, Waiver of Claims and Indemnity Agreement

In considerations of being allowed to participate in the above-described activities and boating, as well as the use of any of the facilities and the use of the equipment of the listed releases, I hereby agree as follows:

1. To waive and release any and all claims based upon negligence, active or passive, with the exception of intentional, wanton or willful misconduct that I may have in the future against all of the following named persons, entities, owners or agents herein referred to as releases.

To release the releases, their officers, directors, employees, representatives, agents and volunteers and vessels from any and all liability and responsibility whatsoever and for any claims or causes of action that I, my estate, heirs, executors, or assigns may have for personal injury, property damage, or wrongful death arising from the above whether caused by active or passive negligence of the releases or otherwise, with the exception of gross negligence. By executing this document, I agree to hold the releases harmless and indemnify them in conjunction with any injury or loss of life that may occur as a result of engaging in the above activities.

By entering into this agreement, I am not relying on any oral or written representation or statements made by the releases, other than what is set forth in this Agreement.

I hereby declare that I am of legal age and am competent to sign this agreement or, if not that my parent or legal guardian shall sign on my behalf and that my parent or legal guardian is in complete understanding and concurrence with this agreement.

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