



18850 San Carlos Blvd, Fort Myers Beach, FL 33931
phone: 305-394-9517 fax: 941-866-8109

A 24 HOUR COURTESY HOLD HAS BEEN PLACED ON YOUR DATES, PENDING RESERVATION DEPOSIT.

RESERVATION: _____

CHARTER STARTS: _____

NIGHTS: _____

CHARTER ENDS: _____

NO OF GUESTS: _____

CUSTOMER NAME: _____

CUSTOMER ADDRESS: _____

CUSTOMER PHONE& Email: _____

| STATEMENT OF ACCOUNT | |
|--|--|
| Vessel Bare Boat Rental Fee | |
| Overnight Early Boarding Fee | |
| Florida Sales Tax (only on the above) | |
| Optional – Vacation Insurance | |
| Optional – Sailing Instruction | |
| Optional – Checkout Fees | |
| Optional – Linen Fees | |
| Total | |
| Deposit Amount (Due to make reservation) | |
| Remaining Balance (Due 30 days prior to departure) | |

Bahamian Cruising Fee – If sailing to the Bahamas, there may be a \$300 check in fee for the first 4 persons and an additional departure tax fee for each additional person.

FULL PAYMENT IS DUE 30 DAYS PRIOR TO DEPARTURE. IF RESERVATION IS MADE WITHIN 30 DAYS, RESERVATION REQUIRES FULL PAYMENT.

Hold for 24 hrs

Charterer Initials: _____

360 YACHTING
YACHT CHARTER AGREEMENT

THIS AGREEMENT is made _____

by and between **360 YACHTING**. (herein after referred to as the "Charter Manager")

and _____, (herein after referred to as "The Charterer");

per Reservation _____

The yacht to be chartered (the "Yacht") is a:

The charter shall commence on: _____

The charter shall conclude on: _____

1. RENTAL AND DEPOSIT: The total fees to be paid by the Charterer shall be \$ _____ ; with down payment of \$ _____ required to book the reservation and the balance to be paid in full 30 days prior to the charter commencement date unless otherwise agreed in writing. If the reservation is made within 30 days, reservation requires full payment. Cancellations received less than 30 days in advance are subject to forfeiture of the deposited unless the Vacation Insurance Plan has been pursuant to Paragraph 2 below. Initial: _____

2. PAYMENTS METHODS: Preferred form of payment is a direct bank wire transfer. To use your credit card there is a 3% surcharge. Charterer agrees that the terms of this agreement supercede and override any claims, disputes, or chargebacks to or from the Charterer's Credit Card Company. Any legal fees, court fees, or collection fees that 360 Yachting or any involved YACHT CHARTER BROKER has to pay to recover funds from a disputed Credit Card Charge will be in addition to the disputed charge amount or charter fees.

Account Name: 360 Yachting
ABA Number: 042000314
Account Number: 7432120124

Bank Name: Fifth Third Bank, Health Park Branch - Fort Myers, Florida
Routing Number: 067091719
Swift Code (International Only) : FTBCUS3C

Initial: _____

3. DESIGNATED SKIPPER: Unless there is a DESIGNATED SKIPPER or AUTHORIZED AGENT, the CHARTERER must be the person to take possession of the vessel and to take the ORIENTATION and CHART BRIEFING. If the CHARTERER is not the primary operator of the vessel, then he/she may designate a SKIPPER or AUTHORIZED AGENT to take possession of the vessel in his/her place. All terms in this agreement apply to both the CHARTERER and his/her SKIPPER or AUTHORIZED AGENT and the CHARTERER takes all liability and responsibility for the actions of their designated SKIPPER/AGENT. If the CHARTERER is not present at the ORIENTATION & CHART BRIEFING his/her SKIPPER/AUTHORIZED AGENT must sign below, acknowledging that he/she has fully read and understood this agreement and that he/she will be present to take delivery of the charter vessel. Initial: _____

4. CANCELLATION: The charter fee or any portion thereof paid herein shall only be refundable provided that the Charterer submits to the Company written notice of their intention to cancel at least forty-five (45) days prior to the start date of the charter. In the event of a cancellation made within forty-five (45) days of the charter start date, the charter fee or any portion thereof paid herein shall be refunded provided that the company is able to rebook the Yacht for the same charter dates under such terms and conditions at least as favorable to the Company as those set forth herein. There will be a \$200.00 cancellation fee in the event of any refund. It is strongly recommended that the VACATION INSURANCE PLAN is taken by Charterer. Initial: _____

5. VACATION INSURANCE PLAN: The Charterer has the option of purchasing a VACATION INSURANCE PLAN (VIP) for an amount equal to 6% of the total charter fee. This will allow the Charterer to cancel, interrupt, or postpone the charter with a \$100.00 change fee; and the remaining credit balance will be applied to a future reservation. Under no circumstances will a cash refund be issued. The VIP allows the Charterer to postpone and reschedule for unexpected events such as illness; death in the family; jury duty; job loss or if a named tropical storm/ hurricane warning is issued. Inclement weather during the charter (other than a named tropical storm/ hurricane warning) does not qualify for VIP credit. Without VIP, the Reservation deposit shall be forfeited for failure to proceed with the charter as scheduled. The VIP covers the charter fees only and does not reimburse the Charterer for any additional travel or lodging expenses incurred. Initial: _____

6. DAMAGE DEPOSIT: A damage deposit is required for every charter prior to departing the marina. The deposit will be refunded, less the costs of cleaning, repairs and replacement of any lost or damaged items or other charges to the Charterer's account within 7 days after redelivery of the Yacht. The damage deposit is \$1500.00 per engine and must be paid with CLEARED FUNDS no later than the departure day of the charter. CLEARED FUNDS is defined as cash, certified check, money order, travelers check, or bank transfer. Alternatively: Personal or Business Checks are acceptable for

Charterer Initials: _____

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damage deposit if cleared no later than 30 days prior to the charter date. Damage Deposit may be charged to a Credit Card ONLY UNDER THE FOLLOWING CONDITIONS: 1) Charge is cleared no later than 30 days prior to charter date 2) Payment is accompanied by a signed and notarized agreement waiving the right to dispute the damage deposit. The Charter Vessel may not leave the dock without remittance of the Damage Deposit, furthermore, failure to remit the Damage Deposit constitutes a breach of this agreement and voids all Charterer rights to the vessel with no rights for refund of charter fees. Should the vessel leave the dock without payment of the Damage Deposit, it will be considered stolen property and reported to the local law enforcement authorities. Initial: _____

7. **NAVIGATION LIMITS:** The Charterer agrees to operate the Yacht only within the navigation limits listed below, unless prior written consent from the Charter Manager has been obtained, subject to additional terms and conditions required.(Please initial next to each clause below.) Initial: _____

- A) FLORIDA EAST COAST AND WEST COAST: Charterer agrees to restrict the cruising of the Yacht to the coastal and inland waters of the State of Florida between, including the waters of the Florida Keys and Dry Tortugas, and the portion of the Atlantic Ocean lying between the East Coast of Florida and the Islands of Bimini and Grand Bahama; north of the Tropic of Cancer. Gulf Stream crossings and Dry Tortugas trips are subject to fair weather conditions and prior approval of the float plan by the Charter Manager.
- B) BAHAMAS: Charterer agrees to restrict the cruising of the Yacht North of Georgetown, Exuma. Extended Bahamas cruising is subject to prior written approval from the Charter Manager, under additional terms and conditions and subject to fair weather.
- C) NIGHT CRUISING: Unless authorized in writing by the Charter Manager, Charterer agrees to not travel at night except 1.for Gulf Stream crossings to make a daylight landfall. 2. or night crossings to the Dry Tortugas to make a daylight landfall. Otherwise, Charterer is restricted to cruising only during daylight hours.

NIGHT RESTRICTION WAIVER: Because of captain qualifications, competence and cruising itinerary, I hereby authorize the yacht to be operated at night. This does not relinquish Charterer or Captain from the responsibility for any damage that may result from operating the vessel after dark. _____ Charter Manager

NOTE: If, for any reason, the Charterer operates the Yacht beyond the navigational limits set forth above, without the Charter Manager's prior written consent, then Charterer shall be liable for all loss and damages to the Yacht and all liabilities incurred, which may not be covered by the yacht's insurance. Further, all sums paid or deposited to the Charter Manager, including security deposits, shall be forfeited to the Charter Manager as damages but without waiver of the right by Owner and Charter Manager to claim additional damages. Initial: _____

8. **INSURANCE:** The Owner agrees to keep the yacht insured against fire, marine and collision risks, with a protection and indemnity coverage for the term of this charter, the policy to be held by him as full protection for any and all insured loss or damage that may occur to or by the yacht during the charter period. In case of any accident or disaster, the Charterer shall give the Charter Manager prompt notice of same and complete a written description of the accident. Owner agrees to provide liability insurance coverage in the single limit of one million dollars for the protection of the Owner, Charter Manager and Charterer. The Owner's insurance excludes the Charterer's personal property and excludes certain liabilities. Charter Manager shall provide a copy of the insurance policy to Charterer upon request. Charterer may obtain additional liability insurance at Charterer's expense. Initial: _____

9. **DELIVERY AND REDELIVERY:** The Charter Manager agrees to deliver the yacht in full commission and ready for service. Note: Failure of any parts or systems that are not essential for the basic operation of the Yacht do not warrant cancellation or delay of the Charter. Essential Systems include at least one engine, standing rigging, hull integrity, steering and rudders, electrical and charging systems. Non Essentials include but are non limited to the following: refrigeration, lights, electronics, entertainment, secondary engines or generators, canvas biminis and dodgers, etc. Acceptance of the yacht by the Charterer at the time of delivery constitutes full performance and compliance with all obligations and warranties of the Charter Manager. Should Charter Manager fail to make delivery through causes beyond the Manager's control within 24 hours of the start date and time, then this Agreement may be cancelled by the Charterer and any charter fees received by the Charter Manager shall be refunded to Charterer, which shall be the Charterer's sole remedy. Should the specified yacht not be available, the Charter Manager reserves the right to substitute a similar yacht with an equal or greater number of cabins. The Charterer agrees to redeliver the yacht at the specified date, time and place, in the same condition as delivered, ordinary wear and tear excepted. The Charterer is responsible for allowing sufficient time for redelivery, but if it should be impossible to make redelivery of the Yacht as stipulated, Charterer shall notify Charter Manager before the redelivery is due. Charterer shall pay pro-rata charter hire for the time that such redelivery is delayed plus any additional redelivery expenses required to return the yacht to Charter Manager's dock. Any loss of income or additional expenses incurred by the Charter Manager due to Charterer's failure to timely redeliver the Yacht shall be charged to Charterer. Initial: _____

10. **PREPOSITIONING TERMS:** If the Yacht is being prepositioned to any location other than the Yacht's Charter Base, the following terms apply.
a) Charter Manager will make every reasonable attempt to deliver the Yacht to the place, location and time designated in this contract.
b) Delays caused by adverse weather or acts of God do not warrant a release from this agreement or any refund.
c) If the Yacht is damaged and can not make its delivery, charterer has the right to a refund of the charter fee or reschedule of the charter which shall be the Charterer's sole remedy..
d) **Dockage Fees for Start Location and Departure Location are at the Charterer's expense and shall be paid directly to the dockmaster..**

Initial: _____

11. **RESPONSIBILITY OF CHARTERER:** It is critical for the Charterer to provide prompt notice to the Charter manager of any incidents which may result in a claim, to prevent prejudice from absence of notice to the insurer and opportunity to investigate and/ or remedy the problem. Governmental regulations generally require prompt notice to authorities for incidents involving pollution or damage to the environment, including running aground. Charterer should not attempt to avoid responsibility by failing to notify authorities and the Charter Manager of such incidents. The Charterer shall be liable to third parties, as well as to the Owner and Charter Manager, for any acts or omissions to act, by the Charterer during the term of the charter, to the extent not covered by insurance. If the Charterer hires a Captain to navigate the Yacht during the charter, the responsibility remains with the Charterer for acts of the Captain, even if the Captain was selected from an approved list of captains provided to the Charterer by the Charter Manager. It is the sole responsibility of the charterer, or charterer's captain, to know where all the filters, strainers and seacocks are located and that they are kept free of debris during the term of the charter. Initial: _____

12. **GOVERNMENTAL DAMAGES, FINES AND PENALTIES:**

Charterer Initials: _____

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A) **POLLUTION AND ENVIRONMENTAL:** The Charterer shall not illegally discharge prohibited pollutants, trash or holding tank waste from the Yacht and shall not disturb corals, sea grass or submerged land by running aground or by anchoring on coral. The Charterer bears the responsibility for any damages, fines and penalties for pollution and environmental, which are generally not covered by the Yacht's insurance. Initial: _____

B) **CUSTOMS; FISHING:** The Charterer shall comply with all Customs Procedures and Fishing Regulations of the United States and of any foreign jurisdiction where the Yacht travels. The Charterer bears the responsibility for any damages, fines and penalties for Customs and Fishing violations, which are generally not covered by the Yacht's insurance. Initial: _____

C) **ILLEGAL ALIENS; CONTRABAND:** The Charterer shall not permit the carriage of illegal aliens or contraband of any kind aboard the Yacht. The Charterer bears the responsibility for any damages, fines and penalties for violations of law concerning illegal aliens and contraband, which are generally not covered by the Yacht's insurance. Initial: _____

D) **TERMINATION OF CHARTER; FORFEITURES:** The charter shall be automatically and immediately terminated upon Charterer's violations of Customs, Fishing, Illegal Aliens or Contraband laws and regulations, or for failure to report pollution or environmental damage incidents. All payments made by Charterer to the Charter Manager for charter hire, security deposits and other fees and expenses shall be forfeited to the Charter Manager upon termination of the charter for the foregoing reasons, without waiver of the right by the Owner and Charter Manager to claim additional damages against Charterer. Initial: _____

E) **DAMAGES FOR SEIZURE OF YACHT:** The Charterer shall be liable to the Owner and the Charter Manager for all damages, including attorney fees, caused by seizure of the Yacht by any governmental authorities for any reason during the term of the charter. Initial: _____

13. **SHIPS' LOG:** Charter shall make a record of anything out of the ordinary in the Ships' Logbook, kept in the Chart Table in a waterproof container. Ships Log notations shall be made in indelible ink at or near the time of the occurrence of any of the following: Grounding, Malfunctioning Equipment, Emergency Distress Calls or Signals from another Vessel, Mechanical Breakdown, damage to the vessel or loss of equipment, injury to any crew or passenger, communications with the USCG, Police or any other Legal Authority during the charter. It is a wise practice to make notations of engine fluid checks, fuel refill amounts and engine hours or anything else that is normal safe and prudent seamanship so as to document that operator error did not cause the damage. Example: Not checking the engine oil may make the charterer liable for any engine damage occurring during the charter. Initial: _____

14. **ANCHORING** – Anchor the vessel at your own risk. All available efforts must be taken to ensure the safety of the vessel while she is at anchor. These measures include: Appropriate Scope of the Anchor Rhode; Setting and testing the anchors' holding by backing down at 1500 rpm; visually checking all anchors by snorkeling or diving; setting more than one anchor where appropriate due to reversing currents or anchorage etiquette; accounting for rising tide when measuring the scope; checking weather forecast; moving yacht out of the anchorage to a mooring or slip when bad weather is predicted for the immediate area. The vessel should not be left unmanned when at anchor. If no other options are available, take any and all additional measures to ensure that the vessel will be safe while it is at anchor. Should foul weather hit while the boat is at anchor and not manned, Charterer is responsible for any and all damages not covered by the yacht insurance as well as any fees demanded by any salvor, should the boat need to be rescued as a result of the Charterer leaving it unmanned and at anchor.

15. **MECHANICAL BREAKDOWN – NO FAULT OF CHARTERER:** The Owner agrees that should the Yacht after delivery, and without fault of the Charterer, suffer breakdown of machinery or be disabled or damaged so as to prevent use of the Yacht for a period of more than 24 consecutive hours, then Charter Manager shall make a pro-rata return of the charter hire to Charterer for such period in excess of 24 hours that the Yacht shall be disabled or unfit for use, which shall be Charterer's sole remedy. In the event of "mysterious" breakdowns the Charter Manager shall use nonbiased 3rd party contractors to investigate, evaluate and report as the nature of the breakdown and probable cause before returning Charterer's damage deposit or refunding any charter fees. Initial: _____

16. **MECHANICAL BREAKDOWN AND OPERATOR ERROR RELATED DAMAGE:** If the breakdown is found to be caused by operator error then no refund shall be made and any cost not covered by the yachts insurance policy, involved in recovering the vessel and transporting it to a service facility shall be paid by the Charterer. Operator Error includes, but is not limited to the following: damages related to running aground; abusing the transmission by not shifting properly; catching trap lines in the propeller; sail damage from exceeding wind range specs; collisions with any fixed, floating, or submerged objects; fire related damage i.e. stove, bbq, etc.; lack of proper lookout and navigation negligence; damage from docking or improper use of mooring lines; accidental gibes; damage to decks or floors from improper footwear; cigarette or cigar odor and burns in canvas, decks or upholstery; blockage in head plumbing; damage to systems resulting from debris blockage in seacocks and seastrainers; and electrical damages from improperly wired shore power connections. Initial: _____

17. **LOST AND DAMAGED EQUIPMENT:** The Charterer shall be liable to repair or replace any lost or damaged equipment, furnishings, machinery, tools, appurtenances or other items furnished with the Yacht at commencement of the charter, normal wear and tear excluded, except as covered by the Yacht's insurance. The Charterer shall carefully review the Yacht's checklist with the Charter Manager at commencement of the Charter to inspect the Yacht and to understand the operation of its systems before accepting the Yacht. Initial: _____

18. **PROHIBITION OF LIENS; SALVAGE; REPAIRS:** Neither the Charterer nor anyone acting on Charterer's behalf, including the Captain, has the right or power to suffer or permit the creation of any maritime liens against the Yacht. The Charterer and the Captain shall notify all vendors providing services or supplies to the Yacht that the Yacht is under charter and that the Charter Agreement prohibits the Charterer and the Captain from incurring any maritime liens on behalf of the Yacht. The Charterer and the Captain shall not agree to allow services of towing or assisting the Yacht to be on a salvage basis, except for an imminent peril of the Yacht and in circumstances where the Charter Manager cannot be contacted. In circumstances requiring salvage assistance, the Charterer and the Captain shall attempt to negotiate a contract salvage for a fixed fee or by an hourly rate rather than for pure salvage on a no cure-no pay basis. The Charterer and the Captain shall not sign a salvage agreement without prior consent from the Charter Manager. The Charterer shall not cause repairs to be done to the Yacht without specific prior authority from the Charter Manager, except for an imminent peril to the Yacht and in circumstances where the Charter Manager cannot be contacted. The Charterer is responsible for any consequences arising out of unauthorized repairs or salvage liens to the Yacht. Initial: _____

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19. **RUNNING EXPENSES:** The Charterer agrees to pay all running expenses during the charter term, including but not limited to, fuel, water, oils, filters, consumable stores, pilotage, port charges and all provisions and supplies for the charter party. The Yacht's fuel and water tanks will be filled before delivery and Charterer shall refill the fuel and water tanks before redelivery or shall pay the Charter Manager to refill the tanks. Initial: _____

20. **RELEASE, INDEMNIFICATION, HOLD HARMLESS AND DEFENSE:** The Charterer agrees to release, indemnify, hold harmless and defend the Owner and Charter Manager from any and all liabilities and claims for personal injury, death, property loss and any damages whatsoever, whether such claims be brought by the Charterer and its agents, employees, family, guests, invitees or by third parties, even if such claim is based upon ordinary negligence of the Owner or Charter Manager, except as such liabilities and claims are covered by the yacht's insurance. Initial: _____

21. **WATER SPORTS; EQUIPMENT AND ACCESSORIES:** The Charterer agrees that certain water sports activities from the Yacht are not covered under the Yacht's insurance and are at the sole risk of the Charterer. See Paragraph 7 above regarding insurance exclusions. No warranty of any sort is given by the Owner and Charter Manager regarding water sports equipment and accessories provided with the Yacht, including but not limited to, the dinghy and its outboard engine; sailboards; personal watercraft; kayaks; dive masks and snorkels; dive fins; dive tanks; SCUBA apparatus; floating devices and other amenities provided with the Yacht but not essential for navigation. The Charterer agrees that its use of Yacht equipment, accessories and amenities for activities which may not be covered by the Yacht's insurance are subject to the provisions of Paragraph 17 above, to release, indemnify, hold harmless and defend the Owner and Charter Manager. Initial: _____

22. **RESTRICTIONS ON USE:** The Charterer agrees that the Yacht shall be used exclusively as a pleasure vessel during the charter term. Charterer may not carry passengers or cargo for hire, nor engage in any trade whatsoever. The Charterer shall strictly comply with the laws and regulations of the United States and any jurisdiction within which the yacht shall travel during the charter term. Initial: _____

23. **PROHIBITION OF DRUGS, CONTRABAND, and ILLEGAL ALIENS:** Federal, state and foreign laws prohibit the use of any vessel for transport or possession of any illegal drugs or other contraband, illegal aliens or products restricted or forbidden by law. In addition to possible criminal and civil penalties against the violators, laws allow for forfeiture of any vessel which is used in illegal transport or possession. The Charterer agrees to pay all damages, fines and penalties arising from any criminal and civil violations of law during use of the Yacht, and to defend and pay attorney fees to the Owner and Charter Manager for defense and recovery of the Yacht after seizure or forfeiture by governmental authorities for any reason. The Charterer agrees to pay the Owner and Charter Manager for all damages due to seizure or forfeiture of the Yacht, including lost or damaged equipment, expenses for recovery of the Yacht and for lost profits. Initial: _____

24. **LIMITATION OF DAMAGES:** The Charterer agrees that its damages for any breach of this Agreement by the Owner or Charter Manager, or for any tortious conduct by the Owner or Charter Manager, shall be limited to the amount of the charter hire paid by the Charterer. The Charterer agrees that the Owner and Charter Manager shall not be liable for consequential or incidental damages. The Charterer acknowledges that the Charter Manager is acting as the Owner's agent for all purposes under this Agreement. Initial: _____

25. **ASSIGNMENT OR SUBCHARTER:** The Charterer agrees that it shall not assign or sub-charter the Yacht under this Agreement, without the prior written consent of the Charter Manager. Initial: _____

26. **CHARTERER'S CUSTODY AND CONTROL; CAPTAIN:** The Charterer shall have complete custody and control over the Yacht during the charter term. If a Captain is hired by the Charterer to manage and navigate the Yacht during the charter term, that captain and any other paid crew are employees of the Charterer, even if chosen from a list of available captains provided by the Owner or Charter Manager. The Charterer shall obtain approval from the Owner or Charter Manager prior to hiring a captain during the charter term, which approval shall not be unreasonably withheld, but which shall be based upon insurance requirements, licenses and a general review of qualifications, experience and knowledge of the proposed captain. The Captain shall have authority, to which the Charterer shall defer, to make decisions regarding the safety of the Yacht and its occupants, including but not limited to, matters involving safe navigation of the Yacht, anchoring, and considerations of wind, weather and general safety. Initial: _____

27. **DEMISE BAREBOAT CHARTER:** This charter shall at all times be a Demise Bareboat Charter. The Charterer shall care for the Yacht as his own during the charter term, shall keep the Yacht in good repair and shall assume responsibility for any personal injury, death, property damage and all claims whatsoever arising out of operation of the Yacht during the charter term. The Charterer shall return the Yacht at the termination of the charter in good condition, free and clear of all liens, indebtedness or charges of any type whatsoever. The Charterer shall fully inform the Charter Manager upon termination of the charter of any incidents which occurred during the charter term which did or might result in damages or a claim for damages. Initial: _____

28. **BOAT ORIENTATION:** If the Charterer has not chartered this specific Yacht recently (within the last 6 months) then the Charter Manager will give the Charterer an Orientation to the Yacht's Systems and Operating Procedures. This Orientation Procedure is both necessary and mandatory for the safety of the vessel and its passengers. Orientation shall begin at the time and place where this contract stipulates as the Charter Start Time. Orientation time may vary based on the complexity of the yacht's systems and operating procedures as well as the ability of the Charterer to articulate the information. Charterer should make allowances in his/her itinerary for the time needed for this Boat Orientation. There shall be no refunds or liability on the part of the Charter Manager or Charter Company for necessary time needed to prudently orient the Charterer on how to operate the Yacht. Should any system or function on the vessel that was described in the orientation be damaged or fail to work due to operator error, than the Charterer shall be liable for all expenses and time necessary to correct the issue. Initial: _____

29. **COMPETENCY:** The Charterer warrants that he/ she is experienced and competent in the handling and operation of a yacht of this size and type, and that he/ she has a sufficient practical knowledge of seamanship, piloting and the rules of navigation to safely navigate and manage the Yacht. Charterer agrees to not let any person not equally qualified to operate the Yacht without direct supervision by the Charterer. The Charter Manager may require the Charterer to demonstrate competence before commencing the charter, and if unsatisfactory (in the sole discretion of Charter Manager), Charterer may be required to hire a qualified licensed captain for the charter. In the event that a captain mutually satisfactory to both the Charterer and Charter Manager is not available, then Charterer may cancel this Agreement upon compensating Owner in the amount of 50% of the charter fee as liquidated damages, the charter shall be cancelled and the parties shall be relieved from all further obligations and claims- Initial: _____

30. **EARLY BOARDING:** For a fee, the Charter Manager/Company may allow Charterers to board the night before the Charter Start Date. If the Yacht is docked anywhere other than her home base, then the Charterer shall have to pay the Early Boarding Fee as well as the nightly dockage fee for the Yacht to stay at the Marina. Charterer thoroughly understands and acknowledges that the Early Boarding Fee is not the same as the daily Charter Fee, nor does it offer the Charterer the same rights and privileges to the Yacht as does the daily Charter Fee. If the vessel is being prepared for the Charterer

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on a 24 hour (or less) turn around, this option may not be available. If it is available it does not guarantee that the Charter Manager and his staff will not be on board preparing the vessel to commence the charter at the time and date designated herein. Initial: _____

31. **RADIO AND OTHER COMMUNICATIONS:** The Charterer agrees that the yacht's VHF radio and any other communications equipment shall be operated only by adults and shall be operated in compliance with FCC regulations. Any charges for radio communications or other types of communications will be charged to the Charterer and may be deducted from the security deposit. Initial: _____

32. **ENGINE OPERATION:** The Charterer agrees to operate the Yacht's engine(s) in strict accordance with the operating instructions which are located aboard the Yacht. The Charterer shall immediately stop the engine(s) in the event that an engine warning light or audible alarm comes on. The Charterer shall secure the Yacht at a dock or at anchor and attempt to contact the Charter Manager for advice on how the yacht will be serviced or repaired. In the event that the Charter Manager can not be contacted, the Charterer shall contact the U.S. Coast Guard or other governmental authorities to request assistance. The Charterer shall not engage salvage services except in a situation of imminent peril and under circumstances where the Charter Manager cannot be reached. The Charterer is responsible for any engine damage which results from ignoring warning signals. Initial: _____

33. **ARBITRATION:** The parties agree that any dispute, controversy or claim arising under this Agreement or relating to the charter shall be submitted to mandatory arbitration according to the Rules of the Miami Maritime Arbitration Council (Tel:(305) 856-0206; Fax: (305) 443-5040).The arbitral award shall be final and enforceable in any court having jurisdiction. Initial: _____

34. **ATTORNEY FEES:** The prevailing party in any dispute (including the Charter Manager) shall be entitled to its attorney's fees, costs and expenses (including appeals) for arbitration, mediation and litigation. The Charterer shall reimburse the Owner and Charter Manager for its attorney fees, costs and expenses (including appeals) incurred for arbitration, mediation and litigation in defending any claims arising from actions by Charterer under this charter. Initial: _____

35. **VENUE AND LAW:** Venue for any dispute arising under this Agreement and the charter shall be in Miami-Dade County, Florida. This Agreement shall be governed by United States admiralty and maritime law and, where applicable, by Florida law. Initial: _____

36. **SEVERABILITY:** Any provision of this Agreement shall be construed as void and the remainder of the Agreement shall not be affected thereby. Initial: _____

37. **HEADINGS:** The headings of this Agreement are for convenience only and do not affect the meaning of each provision. Initial: _____

38. **ENTIRE AGREEMENT:** This Agreement is the entire contract of the parties and replaces any previous agreements. No subsequent agreement shall be enforceable unless in writing signed by the parties. Initial: _____

CHARTERER SIGNATURE

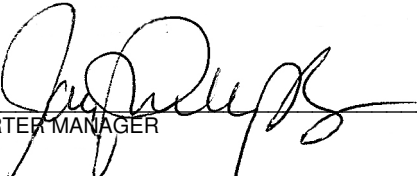
DATE

SKIPPER'S SIGNATURE (if not the same as CHARTERER)

DATE

WITNESS

DATE



CHARTER MANAGER

DATE