



Captained Charter Contract Agreement

THIS CAPTAINED CHARTER AGREEMENT (this "Agreement") is made as of this day of _____ by and between Cruise Abaco LLC, a Florida limited liability company ("Manager" or "we"), and the Charter Client listed on the preceding page ("Charterer" or "you").

1. **PASSENGERS.** The term "Passenger" as used in this Agreement means the Charterer and all guests travelling on the vessel with the Charterer.
2. **VESSEL.** The term "Vessel" as used in this Agreement means the vessel used to fulfill the terms of this Agreement and on which the Charterer and Passengers will be traveling.
3. **TAXES.** 4% Bahamian Tax will be added to all charters and charter services.
4. **DEPOSIT AND PAYMENT INFORMATION.** Reservations require a 25% deposit with the balance due 90 days before your arrival (the "Payment Deadline"). Any charters booked with less than 90 days remaining before arrival require payment in full at the time of booking. All payments must be received before the Payment Deadline or we may cancel your charter and notify you of such cancellation. Once a charter has commenced, unless a mechanical failure occurs as described in paragraph 11 below, there are no refunds of any monies collected for the charter and it is deemed as completed and accepted. A security deposit of \$4000 will be preauthorized on your credit card one week prior to arrival and released at the end of your charter providing there is no damage. In the event of any damage to Third Party Property caused by you or any Passenger, the Security Deposit will be withheld until the Third Party Property is inspected and repaired or replaced and you will be responsible for any additional cost to the extent the Security Deposit is not sufficient to cover the cost of inspecting, repairing and/or replacing such Third Party Property up to the vessel's insurance deductible amount. If you run aground or hit anything at any point during the charter with the inflatable and/or outboard motor causing damage, you must report immediately and you will be liable for any damage to the dinghy or outboard motor. There is a mandatory \$350 non-refundable hazard fee added to each charter based on 7 night charter, \$40 per additional night for charters longer than 7 nights.
5. **CHECK-IN AND CHECK-OUT.** Check-in time is 3:00 p.m. on arrival day. Check-out time is 10:00 a.m. on departure day. Failure to disembark the Vessel by 10:00 a.m. on departure day will result in an additional night charged for your charter. Check-in and check-out times may be adjusted to fit your flights; provided, however, any early check-in or late check-out is determined in our sole discretion and is

only considered if requested in advance and there is no charter scheduled before or after your charter, as applicable. Check-out will require an inspection of the Vessel, dinghy and other equipment and refilling the fuel and water tanks. Please allow up to 2 hours for check-out. Upon completion of the check-out process, you agree to complete and execute the form attached hereto as **Exhibit A** as a condition precedent to any obligation we have to provide a refund of any portion of the Security Deposit.

6. **CHARTER SERVICES.** Your charter includes the services of a Captain. You are responsible for the cost of all meals, water, other beverages, fuel, dockage, mooring fees and other goods and services to be consumed during the charter. You are responsible for the cost of all third-party goods and services purchased while on the charter. You are responsible for the cost of refilling the water and fuel tanks on the Vessel and the dinghy prior to check-out or you will be charged the cost thereof and an additional \$50.00 service fee. If the Vessel and dinghy are not returned in clean condition (i.e. dishes washed, trash gathered, open food discarded and dirty linen piled at the base of each cabin, etc.), there will be a cleaning fee of \$150.00 that will be deducted from the Security Deposit. Charterer is responsible for ensuring that no Passengers under the age of 21 consume any alcoholic beverages. Tips for the Captain are not included (normally 15% to 20% of the captain fee).
7. **CHARTER ACTIVITIES.** Your charter includes the use of an inflatable dinghy and outboard for the duration of the charter period. Extra fees apply for snorkel gear, fishing gear, stand up paddle boards (SUPs), and kayaks.
8. **DINGHY USE.** Except in the case of an emergency, the dinghy is not to be used in the open ocean. Dinghy use in harbors is permitted after dark with diligent use of portable flashlights and life vests. You must be 21 or older to operate the dinghy and no operation of the dinghy is permitted, if under the influence of drugs (including any prescription drugs that may impair your reaction time) or alcohol. You are responsible for any damage or loss of the dinghy or its motor. If you run aground or hit anything with the dinghy, you agree to report the incident immediately to Cruise Abaco on VHF channel 09 or by phone.
9. **CANCELLATIONS AND REFUNDS.** Cancellations will receive a full refund less a 350.00 cancellation fee and any credit card fees incurred provided we are able to book another charter for the dates in which your charter has been confirmed. If we are unable to book another charter for the same week we reserved your charter, all amounts paid up to the date of cancellation shall be forfeited. We strongly recommend purchasing cancellation/trip insurance in case of any unforeseen circumstances that may occur. We offer information on a trip insurance provider upon request.
10. **SMOKING; BBQ GRILLS.** Smoking is strictly prohibited below deck or under canvas canopy on the Vessel. No use of a BBQ grill or any other open or controlled flame cooking device is permitted on any docks and only used on vessels where BBQ grills are provided.
11. **MECHANICAL FAILURE.** In case of a mechanical failure on the Vessel forcing us to discontinue your charter, we will give you credit for another charter with us or place you on another Vessel with the same number of cabins for your group so you may continue your charter, in either case in our sole discretion. Issuance of a credit or providing a replacement vessel, in our discretion, shall constitute your sole remedy and our sole liability and obligation for any mechanical failure that may occur.

12. **HURRICANES.** In the event of a hurricane watch or warning posted in our area within a week of your scheduled arrival, we will reschedule or issue a full refund (less credit card fees), your choice. Except as provided in the preceding sentence, you agree there are no refunds or reductions in the cost of any charter as a result of bad weather.
13. **PERSONAL BELONGINGS.** You agree that you and your Passengers are solely responsible for the safety and security of all personal belongings brought aboard the Vessel and any damage, theft or loss that may occur during the charter.
14. **ITINERARY.** We suggest our recommended itinerary (please see "sample itinerary" page on our website), however your Captain will do everything possible to adhere to any reasonable deviations specifically requested by the charterer with weather permitting, and providing the itinerary is within our limits of navigation as provided in this contract (Please see Exhibit B).
15. **NOTICE OF HEALTH CONCERNS AND FOOD ALLERGIES.** Charterer acknowledges and agrees that Charterer is responsible for advising the Captain of any health concerns and/or food allergies for all Passengers not less than 14 days before your arrival date.
16. **UNDERSTANDING OF RISKS.** Charterer represents and warrants that Charterer and all Passengers understand there are risks associated with boating, sailing and water sports. These risks include, but are not limited to, collision, grounding, fire, lightning, waves, storms, currents, exposure to sun, mechanical failure, falling overboard, slipping, tripping, shallow water black-out, dangerous marine life and drowning.
17. **REPRESENTATIONS AND WARRANTIES.** Charterer represents and warrants to Manager that: (i) Charterer has the necessary capacity and authority to enter this Agreement and to carry out its obligations under this Agreement and this Agreement shall constitute a legal, valid and binding obligation of Charterer enforceable against Charterer in accordance with its terms; (ii) Charterer has made reasonable inquiry into the physical health of all intended Passengers and they are in sufficient physical health to be reasonably expected to be able to safely participate in the charter; and (iii) Charterer has advised all intended Passengers in writing or via email that they will be visiting remote locations during the course of the charter and access to medication, medical facilities and medical treatment may be extremely limited or nonexistent and each Passenger has confirmed in writing or via email that they understand and are aware of the risks presented by visiting such remote locations.
18. **AUTHORITY TO BIND PASSENGERS.** Charterer represents and warrants that Charterer has the authority to bind all Passengers sailing on the Vessel to the terms and conditions of this Agreement. Charterer further represents that Charterer has provided this Agreement to all Passengers who will be sailing on the Vessel, or has provided all such Passengers an opportunity to read this Agreement, before boarding the Vessel. The acceptance of this Agreement by Charterer and use of the Vessel by Passengers shall be deemed acceptance and agreement by all Passengers to all of the terms and conditions of this Agreement.
19. **INDEMNIFICATION.** Charterer, jointly and severally, agrees to indemnify, defend, pay the defense costs of, and hold harmless Manager, and each of its affiliates, officers, managers, members, partners, agents, employees, vessels, captains, crew, successors and assigns (jointly and severally, the "Manager Parties"), from and against any and all losses, damages, costs, expenses, liabilities, obligations and

claims of any kind (including, without limitation, reasonable attorneys' fees and other legal costs and expenses, collectively, "Losses") directly or indirectly based on, arising out of or relating to: (i) any breach of, or inaccuracy in, any covenant, representation or warranty of Charterer set forth this Agreement; (ii) the use of the Vessel, dinghy or any other equipment chartered under this Agreement, including, without limitation, any Losses relating to any damage to any property (including any property owned by third parties), or from death or injury to any person or persons (including third parties), in proportion to and to the extent such Losses arise from the negligence or willful misconduct of Charterer or any Passenger, guest, employee or agent of Charterer. The defense and indemnification duties set forth in this paragraph are separate, severable obligations.

20. **AMENDMENT.** This Agreement shall not be altered, amended, changed, waived, terminated or otherwise modified in any respect or particular, and no consent or approval required pursuant to this Agreement shall be effective, unless the same shall be in writing and signed by all parties hereto.
21. **BINDING EFFECT.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and to their respective heirs, executors, administrators, successors and permitted assigns.
22. **ENTIRE AGREEMENT.** All prior statements, understandings, representations and agreements between the parties, oral or written, are superseded by and merged in this Agreement, which alone fully and completely expresses the agreement between them in connection with this transaction and which is entered into after full investigation, neither party relying upon any statement, understanding, representation or agreement made by the other not embodied in this Agreement.
23. **NO WAIVER.** No failure or delay of either party in the exercise of any right or remedy given to such party hereunder or the waiver by any party of any condition hereunder for its benefit (unless the time specified herein for exercise of such right or remedy has expired) shall constitute a waiver of any other or further right or remedy nor shall any single or partial exercise of any right or remedy preclude other or further exercise thereof or any other right or remedy. No waiver by either party of any breach hereunder or failure or refusal by the other party to comply with its obligations shall be deemed a waiver of any other or subsequent breach, failure or refusal to so comply.
24. **RECORDING.** Neither this Agreement nor any memorandum thereof shall be recorded, and any attempted recordation hereof shall be void and shall constitute a default hereunder.
25. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which so executed and delivered shall be deemed an original, but all of which taken together shall constitute but one and the same instrument.
26. **DISCLAIMER OF WARRANTIES. ALL SERVICES, GOODS AND EQUIPMENT PROVIDED BY MANAGER ARE PROVIDED "AS IS" AND MANAGER HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHER, AND MANAGER SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, MANAGER MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES, GOODS OR EQUIPMENT PROVIDED BY MANAGER AS PART OF THE CHARTER WILL MEET CHARTERER'S OR ANY OTHER PERSON'S REQUIREMENTS OR EXPECTATIONS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY**

INTENDED RESULT, OR BE COMPATIBLE OR WORK WITH ANY SOFTWARE OR EQUIPMENT BROUGHT BY CHARTERER.

27. **CAPTIONS.** The caption headings in this Agreement are for convenience only and are not intended to be a part of this Agreement and shall not be construed to modify, explain or alter any of the terms, covenants or conditions herein contained.
28. **GOVERNING LAW.** This Agreement shall be interpreted and enforced in accordance with the general maritime laws of the United States of America, to the exclusion of any inconsistent state law. In the event there is no applicable rule under the maritime laws of the United States of America, this Agreement shall be governed by the laws of the State of Florida without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Florida.
29. **SEVERABILITY.** Each paragraph of this Agreement shall be considered severable, and if for any reason any paragraph is determined to be invalid under current or future law, such paragraph shall be deemed limited by construction in scope and extent to the minimum extent necessary to render the same valid and enforceable. In the event no such limiting construction is possible, such invalid or unenforceable provision shall be deemed severed from this Agreement and such invalidity or unenforceability shall not impair the operation of or otherwise affect the valid portions of this Agreement.
30. **JURISDICTION AND VENUE.** It is agreed by and between Manager and Charterer that all disputes and matters whatsoever arising under, in connection with or incident to this Agreement, including travel to and from the Vessel, shall be litigated, if at all, before the United States District Court for the Middle District of Florida in Orlando, or as to those lawsuits over which the Federal Courts of the United States lack subject matter jurisdiction, before a court located in Brevard County, Florida, U.S.A. to the exclusion of the Courts of any other county, state or country.
31. **RELEASE OF LIABILITY. CHARTERER AND ALL PASSENGERS SAILING ON THE VESSEL HEREBY RELEASE AND DISCHARGE MANAGER, ITS OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS, AFFILIATES, VESSELS, CAPTAINS AND CREW (THE "RELEASED PARTIES") FROM ANY AND ALL CLAIMS, LIABILITIES, INJURIES (INCLUDING DEATH), CAUSES OF ACTION, LOSSES OR DAMAGES TO PERSON OR PROPERTY WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE. IF THE FOREGOING RELEASE OF LIABILITY IS UNENFORCEABLE FOR ANY REASON, AND ONLY IN THE EVENT OF SUCH UNENFORCEABILITY, THE RELEASED PARTIES' LIABILITY SHALL BE LIMITED TO THE SUM OF FOUR THOUSAND DOLLARS (\$4,000.00) FOR ANY AND ALL CLAIMS, LIABILITIES, INJURIES (INCLUDING DEATH), CAUSES OF ACTION, LOSSES OR DAMAGES TO PERSON OR PROPERTY WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE.**
32. **MARITIME LIENS.** Neither the captain, the Charterer, nor any other person has or shall have any right, power, or authority to create, incur, or permit to be placed or imposed upon the Vessel any lien. Charterer and Passengers hereby waive any right they now have or which they may acquire in the future to claim or assert a maritime lien against the Vessel for any cause or reason whatsoever.

33. **ABSENCE OF THIRD-PARTY BENEFICIARY RIGHTS.** Except for the Manager Parties described in paragraph 19, no provision of this Agreement is intended or shall be construed to provide or create any third-party beneficiary right or any other right of any kind in any customer, affiliate, shareholder, partner, officer, director, employee, or agent of either party, or in any other person and all terms and provisions hereof shall be solely between the parties to this Agreement.
34. **WAIVER OF JURY TRIAL. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.**
35. **NOTICES.** Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered (a) in person, (b) by certified mail, postage prepaid, return receipt requested, or (c) by a commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices shall be addressed as follows:
If to Manager:
Cruise Abaco, LLC
Emily McGhee
125 Forest St., Windermere, FL 34786
Email: emily@cruiseabaco.com
If to Charterer
to such other address as either party may from time to time specify by like notice in writing to the other party. Any notice shall be effective only upon delivery.
36. **COMPLIANCE.** Upon any failure of Charterer to perform, observe or comply with its obligations under this Agreement, Manager may forthwith repossess the vessel and retain the entire charter fee, provided that such repossession shall not release Charterer from any liability or obligation to pay any other amount owed hereunder or to indemnify the Manager Parties as provided in this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.