

RESTRICTED USE: The use or possession of illegal drugs (including marijuana) and/or any type of firearm or weapon onboard the yacht shall result in immediate termination of the charter with forfeiture of all monies paid. The Charterer agrees that the yacht shall be employed exclusively as a pleasure yacht for the sole and proper use of himself, his family, guests and servants, during the term of this charter and shall not transport merchandise or carry passengers for pay or engage in any trade or in any way violate the revenue laws of any government within the jurisdiction of which the yacht may be at any time and shall comply with the law in all other respects, including travel protocols and quarantines.

LIENS: The Charterer, his agents and employees have no right to permit or suffer the creation of any maritime liens against the yacht. The Charterer agrees to indemnify the Owner for any charges or losses in connection therewith, including reasonable attorney's fees.

REDELIVERY: The Charterer agrees to allow redelivery of the yacht, her equipment, and furnishings, free and clear of any indebtedness incurred for the Charterer's account, at the expiration of the charter, to the preferred or alternative port of delivery. Charterer agrees to be responsible for and to replace or make good any injury to the yacht, the yacht tender, her furnishings, and equipment, caused by himself, or by any of his party, less ordinary wear, and tear. Should the Charterer not allow redelivery of the yacht and the tender at the time and place stipulated, he shall pay demurrage pro rata to the Owner for the time that such delivery is delayed at the same rates as is provided herein for the charter as well as any loss of revenue that the Owner may suffer due to said delay.

DEFAULTS IN PAYMENTS: Should any installment of the charter money not be paid on the date designated, or within 7 days thereafter, the Owner shall have the right to cancel this Agreement without prejudice to his rights in respect of any of the charter money. **CANCELLATION:** It is further agreed by the parties hereto that IF THE CHARTERER MUST CANCEL, ALL MONIES WILL BE FORFEITED unless the yacht is re-booked for the original dates booked. In this case, rebooking will have to be confirmed at least two weeks before the boarding date. Refund will be in full or pro-rated according to dates rebooked less 15% cancellation fee. In case of cancellation by the Charterer, the Owner will offer the Charterer the option of rescheduling the charter for a later date up to one year after the original boarding date and will only charge the Charterer a 15% rebooking fee. (Rate adjustments may apply) If the Owner must cancel, monies paid shall be refunded in full by the Owner to the Charterer and the Owner shall pay the broker (if there was one involved) the full commission on the full charter amount. In case of Crew accident or illness and cancellation due to weather or other Force Majeure, what is stipulated in the respective clauses of this agreement will apply. In all cases, both Owner and Charterer will do everything in their power to avoid cancelling the charter and will always favor the option of rescheduling it for another date or changing the preferred pickup, drop-off locations and sailing waters within a 50 nautical mile radius of the original locations. Owner will not be responsible for any additional costs that the charterer may have to incur on to meet the yacht in the new location and sailing waters. A charter may only be rescheduled once.

FORCE MAJEURE: Force Majeure is defined as any cause attributed to acts of GOD, accidents, natural disasters, pandemics, earthquakes, flooding and any travel, sailing, border crossings, mobility restrictions or quarantines imposed by international or local governments or agencies or other occurrences beyond the reasonable control of the Owner and not caused by the Owner's negligence. Owner will not be responsible for any expenses that the charterer may have to incur on to meet the yacht in a different location if the yacht is impeded to be at the preferred pickup location due to any of the force majeure conditions mentioned above. A yacht and crew that is restricted in its mobility by any Force Majeure condition and specially by quarantines and government travel restrictions and protocols will be considered to be in compliance with the delivery clause if it is available and ready to receive the charterer at the time and date agreed on and within a 50 nautical mile radius of the preferred pickup location and sailing waters. The owner will notify the charterer of the restrictions and the new pickup port and sailing waters as soon as possible after he is made aware of the conditions that force the change. No warranty is made as to the suitability of the weather with respect to this charter. If a Named Storm or other mayor weather event threatens or is forecast to threaten the expected location of the charter yacht, as determined solely by the Captain's discretion, the Captain shall have the option of canceling or terminating the charter at any time that he deems necessary. No refund is provided for cancellation due to weather or any other Force Majeure causes. Travel insurance is highly recommended for charters taking place during the Atlantic Hurricane Season (June 1 to Nov. 30.) and/or if the Charterer has other personal reasons to believe that he/she might be in high risk of having to cancel the charter.

BROKERAGE FEES: The Owner and Charterer recognize (**NO BROKER OR AGENT**) as sole agent in connection with this Agreement, and the Owner agrees to pay said agent customary brokerage fees in connection with said charter, any extensions, renewals and or subsequent charters. While the broker can provide Charterer with information concerning the area of the charter cruise, the qualifications and professional reputation of the yacht, the Captain and crew, the broker does not act as a guarantor of the performance of either. In the event of this agreement being executed on behalf of either party by an agent, the agent shall neither be entitled to sue nor liable to be sued upon the contract. Initial here if NO Broker is involved: _____.

BROKER RESPONSIBILITY: (NO BROKER OR AGENT) (Broker) and its principals, whose participation in this travel program is limited to arrangements to place passenger/s on the yacht or boat, shall not be responsible or liable in any way for any claim, loss, death, injury, or damage to persons or property suffered or incurred by any person in connection with this program or any portion of it, once the passenger/s boards the yacht. The broker shall also not be responsible for any delays, substitutions of equipment, change in services or accommodations, or the acts or omissions on the part of the operators or crew of any yacht described in the program or for any changes in the itinerary deemed necessary or appropriate for the safety or convenience of the passenger/s. SECURITY OF FUNDS paid to broker: Net Charterer's deposit will be held in an Escrow Account until 15 days prior to commencement of charter at which time it will be disbursed to the yacht Owner or his representative, said party to be responsible for funds until commencement of the charter. Balance due on boarding must be available in Owner's account 24 hours prior to boarding of Charterers. Initial here if NO Broker is involved: _____.

ADDITIONAL CONDITIONS: The charter fee for a Crewed, All Inclusive charter, includes the yacht and its equipment as described above, crew wages, 3 meals per each complete charter day for all registered guests, snacks, standard ship's bar, fuels, all expenses related to running the vessel and the use of the yacht's tender (operated by the yacht's crew) and all on board sports equipment. The Crewed, all-inclusive charter fee does not include excessive alcoholic consumption (as determined by the Captain), off yacht excursions, fishing licenses, additional dockage requested by the Charterer, telephone and internet services, airport transfers or any other expense incurred on by the Charterer and not expressly approved by the Captain. The all-inclusive charter rate also does NOT include the customary 15%- 20% crew gratuity for excellent service and Charterer satisfaction. (Cash is highly appreciated)

The rate for a half board charter includes _____ breakfasts, _____ lunches and _____ dinners, for all registered guests. It also includes the yacht and its equipment as described above, crew wages, snacks, standard ship's bar, fuels, all expenses related to running the vessel and the use of the yacht's tender (operated by the yacht's crew) and all on board sports equipment. The Crewed, half board charter fee does not include excessive alcoholic consumption (as determined by the Captain), off yacht excursions, fishing licenses, additional dockage requested by the Charterer, telephone and internet services, airport transfers or any other expense incurred on by the Charterer and not expressly approved by the Captain. The half board charter rate also does NOT include the customary 15%- 20% crew gratuity for excellent service and Charterer satisfaction. (Cash is highly appreciated)

Owner Initials: _____ Charterer Initials: _____

