

BAREBOAT CHARTER AGREEMENT
Motor Vessel "No Contingencies"
2620 Lake Shore Dr Riveria Beach, FL 33404

MADE: _____ by and between (BOAT OWNER) eg No Contingencies LLC hereinafter referred to as OWNER, and (BOAT RENTER) _____ hereinafter referred to as the CHARTERER.

WITNESSETH: WHEREAS, OWNER is the owner of that certain boat described as follows: Galeon 640 Fly, which is hereinafter described as 'the boat', and which includes all equipment, fixtures and other property delivered to CHARTERER with said boat: AND WHEREAS, CHARTERER wishes to charter said boat for him or herself and no more than 7 guests from the OWNER: NOW THEREFORE, in consideration of the foregoing, the mutual covenants contained herein, and the sums paid and to be paid in accordance herewith, the OWNER agrees to let and the CHARTERER agrees to hire the boat upon the terms and conditions set forth below:

1. TERM:

Begin at: _____

Finish at: _____

Pick Up and Drop off location: Riveria Beach Marina

2.CHARTERER shall be responsible for the cost of repair of any damage or loss of equipment caused by the Charterer and guests during the term of the charter.

3. DELIVERY AND REDELIVERY: The OWNER agrees to deliver the boat in full commission and in proper working order, outfitted as a boat of her size, type and accommodations, with full equipment, inclusive of that required by law. Nevertheless, should it be impossible for the OWNER to make delivery as stipulated through causes beyond his control, then this Agreement may be canceled by the CHARTERER and any charter money paid in advance shall be returned to him, which shall be CHARTERER'S sole remedy. The CHARTERER agrees to redeliver the boat, her equipment and furnishings, free and clear of any indebtedness incurred for the CHARTERERS account, at the expiration of this charter, to the OWNER, at his dock in as clean a state as when delivery was taken, ordinary wear and tear excepted. If the boat is not redelivered in a clean condition CHARTERER will be charged \$250.00 for cleaning

4.The CHARTERER is responsible for allowing sufficient time for redelivery, but should it be impossible for the CHARTERER to make redelivery of the boat as stipulated, he shall immediately notify OWNER, in the event of total loss to such boat rights and obligations of the parties shall be determined by other provisions of this Agreement.

5. NAVIGATION LIMITS: The OWNER does not guarantee any destinations. The navigational limits of the boat are determined by the boat's insurance policy, thus the CHARTERER agrees to restrict the cruising of the boat to coastal and inland waters. The CHARTERER should not navigate any unfamiliar, or specific areas provisioned by the OWNER or by weather advisories at any time. If for any reason the CHARTERER shall operate or take the boat outside the navigational limits herein, without notice to the OWNER in writing and without proper insurance the CHARTERER shall be liable and responsible for all loss and damage to the boat and the CHARTERER'S party, and all sums paid under this Agreement, including the security and damage deposit, shall be forfeited as damages.

6. INSURANCE: The OWNER agrees to keep the boat insured against Fire, Marine and Collision risks, and with Protection and Indemnity coverage, for the term of this charter, the policy to be held by him as full protection for any and all loss or damage that may occur to, or by, the boat during charter period, and the liability for loss or damage shall be limited to not more than the amount of the deductible feature of the OWNER'S policy for covered events, and in case of any accident or disaster the CHARTERER shall give the OWNER prompt notice of same. In addition, a Damage Waiver (DW) policy will be in effect when CHARTERER pays the premium in full. The DW covers any loss or damage to the chartered vessel and its equipment over and above the refundable Security Deposit. The DW does not insure against any third party claims, liability, or personal effects of the CHARTERER. Third party claims and liability are covered under the vessel's insurance but CHARTERER is responsible for the amount of the deductible feature. Personal effects of the CHARTERER are not covered by the boat's insurance nor the DW.

7. ACCIDENTS: CHARTERER bears the risk of any loss of use resulting from his act, default, negligence and/or poor judgment. In the event of breakdown not caused by Charterer or Charterer's Guests, Charterer is entitled to full refund if breakdown occurs within first two (2) hours of charter and pro-rata return of rent if breakdown occurs during subsequent four (4) hours of Charter (i.e. between 3:00 PM and 6:00 PM).

8. LIENS AND REPAIRS: Neither the CHARTERER nor anyone acting upon his behalf has the right or power to permit or suffer the creation of any maritime liens against the boat. The CHARTERER agrees to indemnify the OWNER for any liens in

connection therewith, including reasonable attorney's fees. Further, CHARTERER is responsible for all consequences of any unauthorized repairs.

9. RUNNING EXPENSES: Owner bears responsibility for all running expenses during the term of the charter including fuel, water, dockage, pilotage and port charges. Charterer agrees to reimburse Owner for any provisions and supplies consumed by Charterer or guests.

10. INDEMNIFICATION: The CHARTERER agrees to indemnify and save the OWNER harmless from any and all liabilities for loss or damage to third persons and their property occasioned by the negligence or default of the CHARTERER, except to the extent that any such liability is covered by the OWNER'S insurance.

11. SWIMMING: The OWNER and the insurance underwriters of the boat accept no responsibility or liability for accidents, injuries or death due to swimming or the use of snorkels, masks or allied equipment such as self-contained underwater breathing apparatus (SCUBA) equipment, whether or not it is provided by the OWNER or CHARTERER. No warranty of any type is made by OWNER regarding any such equipment which may be provided with the Yacht.

12. RESTRICTED USE: The CHARTERER agrees that the boat shall be employed exclusively as a pleasure vessel for the sole and proper use of himself, his family, guests and servants, during the term of this charter. The boat shall not be used to transport merchandise or carry passengers for pay or to engage in any trade whatsoever. Nor shall the boat be used in any way which violates the laws of the United States or of any other jurisdiction in which the yacht may be at any time.

13. SMUGGLING: Federal and state laws prohibit the use of any vessel for the transport or possession of any drugs or any other controlled substance the possession of which is restricted or forbidden by law. In addition to possible criminal and civil penalties against the violators, the law allows for the forfeiture of any vessel which is used in the transport or possession of such substances.

14. ASSIGNMENT AND SUB-CHARTER: The CHARTERER agrees not to assign this Agreement or sub-charter the boat without the consent of the OWNER in writing. Any attempt to assign or sublet this charter shall be void without the written consent of OWNER; however, the OWNER may give such consent after the fact in order to bind the assignee or sub-charterer. No assignment or sub-charter shall release C CHARTERER from the obligations imposed by this Agreement, unless the OWNER gives a specific release in writing.

15. CANCELLATIONS: By CHARTERER: Deposit is refundable until 8 days before the booking start date. 75% refund for cancellations 7 days before charter. No refunds for cancellation within 2 days of the charter. Cancellations by OWNER due to hazardous weather conditions or mechanical failure entitle CHARTERER to a 100% refund of monies paid or in the event of inclement weather, the charter will be cancelled at the captains determination for reasons related to safety of the passengers, crew and or vessel and Charterer is entitled to full refund if cancellation occurs within first hour of charter and pro-rata return of rent if cancelation occurs during subsequent five (5) hours of Charter (i.e. between 2:00 PM and 6:00 PM)

16. RADIO - TELEPHONE: It is agreed between the OWNER and CHARTERER that the radio - telephone on the boat will be used only by adult persons in accordance with Federal Communication Commission regulations.

CHARTER Name:

CHARTERER Signature

Date:

OWNER Name:

OWNER Signature:

Date:

CAPTAIN LIST

The owner shall provide a captain for the charter.

Recommended Licensed Captains:

Corbin Schneider

Silvio Sibilis

Hunter Hopman

Connor Hollister

Henry Mccullough