

CHARTER AGREEMENT

AGREEMENT made this ____ Day of, _____ **2018** between **BINGO FISHING LLC**
And _____ with offices located
at _____.

WHEREAS **BINGO FISHING LLC** is the owner of the vessel **BINGO** berthed at **Pier 1 Slip 3**,
Atlantic Highlands Municipal Harbor 2 Simon Lake Drive, Atlantic Highlands NJ.

WHEREAS, the Vessel is a United States Coast Guard documented and inspected vessel
certified to carry **40 passengers**.

WEREAS. The "Charterer" seeks to hire the vessel, **BINGO**. For a _____ day fishing trip
_____.

THEREFORE, it is agreed between the parties that:
The "Charter Date" shall be _____. The time of the "Charter" shall
be _____. **THERE IS NO RAIN DATE.**

The price of the "Charter" shall be \$ _____ for up to _____ passengers.
**Additional charge of \$40.00 per person to a maximum of passengers. Bait, Rods,
tackle, fish cleaning are included. CREW GRATUITY ARE NOT INCLUDED.
A charge of \$65.00 for any rod lost overboard.**

3. Deposit in the amount of **\$500.00** is due on signing of this agreement. **Balance of
\$ _____ is due no later _____**. Any additional charges shall be due on date of
charter. All monies are to be paid by cash, credit card or company check, payable to **BINGO
FISHING LLC**.

4. The "Charterer" agrees on behalf of himself/ itself and his/ its group of family
Members Guests or employees and other participants to observe all Federal, State and
Municipal laws, Ordinances and regulations pertaining to the "Charter" and to the
transportation of all persons On board. It is further agreed that the vessel shall not be used to
transport merchandise or Engage in any trade.

5. The "Charterer" agrees the use or possessions of illegal drugs, Fire arms, on board the
Vessel, shall result in immediate termination of the "Charter" with forfeiture of all monies paid.

*To the extent "Charter" provides alcohol, including beer and wine (**NO HARD LIQUOR
ALLOWED**) to its guests aboard the vessel during the "Charter", the "Charterer" hereby
Agrees to comply, and when necessary enforce, all applicable laws, rules and
Regulations, Federal, State, Local or otherwise in anyway relating to the consumption of
Alcohol aboard the vessel.

6. The "Charterer" agrees to be responsible for any damages to the vessel or its
Equipment caused, during the term of the "Charter", by the "Charterer" its family members,
Guests or employees.

7. **BINGO FISHING LLC** agrees provide a Captain and crew who are competent and duly Licensed in accordance with the rules and regulations of the United States Coast Guard.

8. The route of the "Charter" shall be the safest route determined by the Captain on the "Charter Date" in light of, among other things, existing weather, tide and navigational Conditions.

9. **BINGO FISHING LLC** warrants and represents that the vessel carries liability insurance To the extent and in the amounts required by the laws of the United States and the state of New Jersey.

10. **BINGO FISHING LLC** shall provide and operate the vessel in good running order and Together with the Charter in compliance with United States Coast Guard rules and regulations.

11. This Agreement shall be canceled and all payments made by the "Charterer" shall be promptly refunded, if by reason of, (i) any accident of the vessel or its engines, machinery or Equipment, or (ii) storms, dangers of the sea or an Act of God or any other circumstances Beyond the control of **BINGO FISHING LLC**. It shall be unsafe or impossible for the vessel to be Made available on the "Charter Date". Any cancellation based on either of the foregoing reasons Must be communicated to the Charterer the day prior to Charter. Damages to the "Charterer" shall be limited to the return of all monies paid to **BINGO FISHING LLC**.

12. Charterer may cancel 14 days prior to Charter Date and receive a full refund.

13. Any and all modifications of this Agreement shall be in writing and signed by both Parties. This Agreement contains the entire agreement between the parties.

14. This Agreement shall be construed in accordance with the laws of the State of New Jersey.

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

BINGO FISHING LLC

By _____

By _____