

Last Call Miami Terms & Overview

Terms of Reservation and Payment:

In order to secure your yacht charter, a deposit of 50% of the total cost is required. Payment options will be provided.

Please note: We do not offer courtesy holds, and no vessel will be reserved or removed from the market until the deposit is received.

– **No exceptions.**

The remaining balance will be due once all guest have arrive to the charter.

Security Deposit:

The charterer, is responsible for any damages caused by the individual booking or other guest during your charter. You will be offered a walk-thru of the vessel prior to the charter and again at the end of the charter.

Prices and Fees:

Prices are subject to change from the quoted amount.

Periodically, we offer special pricing, these prices are offered for a limited time and are not available for most US holidays. Once a charter is paid and reserved, this price will not be adjusted.

Cancellation Policy:

Once you have scheduled a date and payment has been made for your booking reservation, no refunds will be given. All

reschedule request must be in writing either via text or email. The reschedule notification must include a new date and time and is subject to availability of the vessel and crew. Your request must be verified and accepted prior to 7 days of your contracted charter. No other changes may be made outside of the date and/or time of the charter. Please select your change date and/or time accordingly.

Requests for additional changes moving forward will require a new booking and new deposit.

Failure to appear on your booked date or to reschedule, prior to your booked date & time, will result in the loss of the value of your experience and your deposit will be forfeited. No refunds or extra time will be authorized for late arrivals or no shows.

All sales are final. No substitutions and no refunds.

Weather Related Cancellation Policy:

For the safety of all guests and crew, charters may be rescheduled or postponed in the event of unsafe weather conditions. This includes, but is not limited to, forecasts from NOAA indicating a 70% or higher chance of rain, sustained winds of 25 MPH (21+ knots), or any active marine advisories or warnings. In the event your experience is canceled due to a named storm as per the National Hurricane Center you may reschedule your experience.

Final decisions will be based on real-time weather updates, marine forecasts, and the captain's discretion to ensure a safe and enjoyable experience on the water.

Number of Passengers:

Under USCG regulations, a valid bareboat charter allows for a maximum of 13 passengers.

Parties over 13 passengers ***will not*** be able to board, no matter the size of the vessel or the age of the passenger.

Failure to adjust the party size will result in a loss of deposit.

NOTICE: Management/Captain reserves the right to refuse admittance to, or eject from the premises, any persons failing to comply with any safety regulations or terms of the contract.

We reserve the right to refuse service to any individual exhibiting hostile, aggressive, inappropriate, or who appears to be under the influence of drugs or alcohol.

Charter Times:

Each charter includes a mandatory safety briefing lasting approximately 15 minutes at the start of the scheduled time, as well as an additional 15 minutes at the end for disembarkation—both are included in your total charter duration.

Your charter begins promptly at the contracted start time. **Late arrivals will not receive additional time or refunds.** No-shows are considered completed charters, and the full charter fee will be forfeited. If scheduling allows, extensions may be offered at the captain's discretion and must be paid prior to approval.

Charterer's Responsibilities:

The Charterer assumes full responsibility for any injury, death, or property damage resulting from their own negligence or that of their guests.

During the charter period, the Charterer assumes full possession and operational control of the vessel, including all associated rights and liabilities of ownership.

The yacht owner, broker, and insurance underwriters shall not be held liable for any accidents, injuries, or fatalities arising from swimming, snorkeling, or the use of any water sports equipment—including but not limited to kayaks, jet skis, tubes, or kneeboards—regardless of whether such equipment is provided by the Owner, Broker, Agent, or Charterer.

The Charterer is solely responsible for all personal property brought aboard the vessel, whether owned, borrowed, leased, rented, or otherwise. The Charterer is also responsible for ensuring that all such items are removed upon disembarkation. The Owner and/or Broker shall bear no responsibility for any items brought on board or left behind by the Charterer or their guests.

The Charterer agrees to fully indemnify and hold harmless the Owner and/or Agent from any and all claims, losses, damages, accidents, or injuries—whether to the Charterer or any third

party—that result from the negligence or actions of the Charterer or anyone acting on their behalf.

Vessel Damages:

In the event of damage resulting from abuse or improper use of the vessel, the Charterer may be held financially responsible for repair costs, which will be due prior to disembarkation. A pre-charter inspection will be offered at the start of the charter, and a post-charter inspection will be conducted before disembarkation.

Smoking may be permitted in designated outdoor areas at the sole discretion of the captain. **Smoking is strictly prohibited below deck.** Any violation of this policy may result in immediate termination of the charter without refund and may subject the Charterer to additional cleaning or damage fees.

Restrictions Onboard:

The owner has the right to limit certain activities on board their vessel.

If a yacht is going to be used in a commercial video, the nature of the video must be disclosed prior to contract, allowing the owner to approve of their vessel being used in the video.

Use of beds is reserved for approved overnight charters only and is subject to the Owner's discretion based on the nature of the charter and intended use.

The following are strictly prohibited onboard: Red wine, hookah, pets, firearms, fireworks, & underage drinking.

Violation of any of these policies may result in immediate termination of the charter without refund and may incur additional charges at the Owner's discretion.

Illegal Substances and Illegal Activities:

If the Charterer is involved in any illegal form of smuggling or illegal drugs, drug paraphernalia or contraband, all money paid will be forfeited and the charter will end abruptly. All guests will be required to disembark from vessel at nearest dock. Captain will radio the US Coast Guard, FWC Law Enforcement, and/or local police to notify of illegal drugs onboard.

Jet Skis / Wave-runners

Operation of personal watercraft is subject to Florida state law and safety regulations:

1. Boater Safety Requirements

Any person born on or after January 1, 1988, must complete a boater safety course approved by the Florida Fish and Wildlife Conservation Commission (FWC) or the National Association of State Boating Law Administrators (NASBLA). Operators must carry both a boating safety identification card and valid photo ID while operating a personal watercraft.

2. Age Requirements

- Operators must be at least 14 years old.
- Renters must be at least 18 years old.
- It is illegal to knowingly allow anyone under 14 to operate a personal watercraft.

3. Safety Equipment

All operators, passengers, and individuals being towed must wear a U.S. Coast Guard-approved, non-inflatable personal flotation device (Type I, II, III, or V). Inflatable PFDs are not permitted for personal watercraft use.

4. Prohibited Operation

Reckless operation of a personal watercraft is strictly prohibited. This includes, but is not limited to:

- Weaving through congested vessel traffic
- Jumping another vessel's wake too closely or without clear visibility
- Swerving at the last moment to avoid collision

Such actions are classified as a first-degree misdemeanor under Florida law.

5. Drug and Alcohol Policy

The captain reserves the right to prohibit any guest from operating a jet ski if they appear to be under the influence of drugs or alcohol. This determination is made solely at the captain's discretion and is final.

6. Mechanical Issues and Damage Liability

If a jet ski/waverunner is included in the charter and becomes inoperable, the crew will attempt to resolve the issue during the charter. If the issue cannot be fixed, no refund or discount will be issued. Mechanical failures can occur unexpectedly and are not grounds for compensation. The Charterer is responsible for any damage resulting from misuse or negligence, including but not limited to:

- Operating against safety guidelines
- Flooding the engine with saltwater

– Capsizing or “turtling” the craft
Any damage caused must be paid in full by the Charterer
prior to disembarkation.

For more details on boating requirements in Florida, visit:
<https://www.boat-ed.com/floridarental>

If the captain suspects that a guest onboard is under the influence of drugs or alcohol, they will not be permitted to operate the jet ski. This is solely at the captain’s discretion.

SIGNATURE REQUIRED

Terms of Service Signature Page

I, the Charterer, agree to the terms of service listed above.