



CHARTER AGREEMENT

This Bareboat Charter Agreement is made under the laws and regulations of the State of Florida, between the following parties: Captain Steve's Crab Island Adventures (the Owner) and the Charterer, as defined on our Bareboat Charter Agreement, signed by the Charterer for a particular Charter, this contract is complementary to the aforementioned agreement.

The Charterer approves this contract and its proposal, its value and conditions, and Release of Liability to the "Owner", as mentioned below as part of this contract.

WHEREAS the Owner either owns or is an authorized and valid Sub-lessor of the vessel to be chartered (the "Boat");

WHEREAS Charterer desires to charter the Boat from Owner, and Owner is willing to make the Boat available to Charterer for such purpose, subject to the terms and conditions contained herein;

NOW, THEREFORE, in consideration of the premises, the mutual covenants hereinafter set forth, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. DEMISE CHARTER. This charter shall at all times be construed as a DEMISE CHARTER. The Charterer assumes all responsibility for any injury, death, or property damage. This includes, but is not limited to accidents involving the Charterer or any of the Charterers guests, or any other person onboard the vessel or swimming, snorkeling, or diving from the vessel or onboard vessel's tender, or any other claim of any nature that may arise during the period of the charter or at any time that the vessel is in the custody or under the control of the Charterer. The Charterer further agrees to indemnify the Owner and/or Agent against any claims that may arise as aforementioned.

2. TERM, HIRE, PAYMENT, AND VESSEL. The Owner agrees to let, and the Charterer agrees to hire the Boat on the date and from and to the time entered below for the total sum entered below which shall be paid in full upon signing this agreement.

The Charterer's late arrival does not change the end time of the Charter, but if the Boat is not available at the time agreed, we will extend the end time of the Charter to repair our fault.

2.CREW, CONTROL OF BOAT, AND PAYMENT TO CAPTAIN/CREW. There is a separate charge for the Captain.

3. ACCIDENT. If, after delivery, the Boat sustains breakdown of machinery or is disabled or damaged by fire, grounding, collision, or other causes so as to prevent the Charterer's use of the Boat for a period not less than four (4) consecutive hours at any time, the same not being brought about by any act or default of the Charterer, the Owner shall make a pro-rata return of the charter hire to Charterer of such period in excess of such four (4) hours the Boat shall be disabled or unfit for use. Provided, however, that in case the Boat is lost or the damage is so extensive that the Boat cannot be or is not repaired within twenty-four (24) hours, the same not being brought about by any acts or defaults of Charterer, charter money paid in advance shall be rebated pro rata from the time of such damage, and Charterer shall have the right to terminate this charter.

4. RUNNING EXPENSES. The Charterer shall accept the Boat delivered as provided and pay all running expenses during the term of the charter.

5. INSURANCE. The owner shall keep the Boat fully insured for the full term of the charter period.

Owner's insurance policy, however, does not cover Charterer's or guests' protection and indemnity during the term of the charter, and Charterer is responsible for obtaining such coverage if desired. The charterer shall not violate the terms of the Owner's insurance policy, including, without limitation, the navigational limits it imposes.

6. LIENS AND TAXES. Charterer, and Charter's agents and employees, have no right or power to permit or suffer the creation of any maritime liens against the Boat, except for the crew's wages and salvage. Charterer agrees to indemnify Owner for any charges of losses in connection therewith, including reasonable attorney's fees. Any and all sales or use taxes imposed on this charter are the responsibility of the Charterer, and Charterer shall indemnify and hold harmless the Owner and any charter broker against and from any liability for such taxes, including associated penalties and interest.

7. DRUGS. Drugs will not be tolerated. Use or possession of illegal drugs, including marijuana, on board the Boat shall result in immediate termination of the charter without any refund.

8. REDELIVERY AND INDEMNIFICATION. Charterer shall redeliver the Boat to the Owner, her equipment, and furnishings, free and clear of any indebtedness incurred until the Charter expiration time, in as good condition as when delivery was taken, ordinary wear and tear accepted. If the Boat is not redelivered in good condition within the charter period or any proper extension thereof for reasons attributable solely to Charterer, then for each period of one (1) hour of delay or fraction thereof, in redelivery as aforesaid, Charterer shall pay to Owner a sum equal to the charter hire divided by the number of hours comprised in the charter period, subject to Owner's right to recover further additional loss or damages, if any, thereby sustained. Charterer shall indemnify and hold harmless Owner against and from any and all liability to third parties for loss or damage attributable to Charterer's acts or omissions.

9. RESTRICTED USE. Charterer agrees that the Boat shall be employed exclusively as a pleasure vessel for the sole and proper use of Charterer, and Charterer's guests and servants, during the term of this charter and shall not transport merchandise or carry passengers for pay, or exceed more than the legal bareboat charter amount of 4 guests maximum (not including the charterer), or engage in any trade nor in any way violate the Revenue laws of the United States, or any other Government within the jurisdiction of which the Boat may be at any time, and shall comply with the law in all respects, and not take the vessel into the Gulf of Mexico.

10. NON-ASSIGNMENT. The Charterer agrees not to assign this Agreement or sub charter the Boat without written consent from the Owner.

11. CONTROL. The Boat is chartered on a demise basis. Accordingly, during the charter term, Charterer shall have full authority regarding the operation and management of the Boat and is solely responsible for retaining or firing a master and crew. Charterer, however, shall not allow anyone to operate the Boat unless properly trained and experienced in coastwise piloting and deep-sea navigation of vessels similar in type and size to the Boat.

12. DEFAULTS. If Charterer fails to pay any installment of charter money on the date designated, the Owner shall have the right to resume possession of the Boat and terminate this charter, without prejudice to the Owner's rights in respect to any arrears of charter hire, or any breach by the Charterer of the conditions herein contained.

13. GUEST LIMITATIONS. The number of persons, other than the Captain and crew, cruising on board the Boat shall be limited to the Charterer group of 4 guests, plus the Charterer, but can not exceed the number of lifesaver jackets available, or the Boat's maximum capacity as indicated on its nameplate. The Charter provides life saver jackets for adults only, all children under 10 years old shall bring their own lifesaver jacket.

14. SURVEY. Charterer, at charterer's sole expense, may have the Boat surveyed upon its delivery to Charterer at the beginning of the charter period, and again upon its redelivery to owner at the conclusion of the charter period, to assess its condition for purposes of this agreement.

15. CANCELLATION. Cancellation by the Charterer for any reason must be received in writing 7 days prior to the scheduled departure date. If less than 7 days notice is given, the Charterer will be responsible for the full price of the agreement. There are no FULL refunds. Cancellations, partial refunds, and rescheduling are at the discretion of Wild Wind Charters.

16. ADDITIONAL CONDITIONS.

- Pets are not allowed on board.
- The crew aboard is there to maximize your enjoyment and in order to do so cannot be expected at any time to be responsible for children. Children under the age of 13 are not permitted onboard without the direct supervision of a nanny or adult charter guest at all times.
- The parties acknowledge that this is a contract and may be transmitted between them by electronic communication, and the parties intend that an electronic transmission contract containing either the original and/or copies of the parties' signature shall constitute a binding contract.
- If the Charterer is involved in any illegal form of smuggling or illegal drugs, drug paraphernalia, or contraband, all monies paid will be forfeited and the charter will end abruptly - this includes marijuana - even medicinal marijuana - no exceptions. All guests will be required to disembark from the vessel at the nearest dock. The Captain will radio the US Coast Guard, FWC Law Enforcement, and/or local police to notify them of illegal drugs onboard. This is solely the captain's decision. The Charterer cannot override the captain's decision.

17. ARBITRATION. Any controversy or claim arising out of or relating to this Agreement, or with the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, such arbitration is to be held in Destin, Florida unless another place is mutually agreed upon. Judgment upon any award reached by the arbitrator(s) may be entered in any court of said State having jurisdiction thereof.

18. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement among the parties, and it supersedes any prior agreement or understanding among them, oral and written, all of which are hereby canceled. This Agreement may not be modified or amended other than by a written document signed by both parties.

19. AMENDMENTS. Except as otherwise provided herein, the provisions hereof may be amended, supplemented, waived, or changed, only by a writing that makes specific reference to this Agreement and is signed by the party as to whom enforcement of any amendment, supplement, waiver, or modification agreement is sought.

20. ATTORNEYS' FEES. In any action or proceeding arising out of this Agreement, the prevailing party shall be entitled to recover all of its costs incurred in such action, including reasonable attorney's fees.

21. BINDING EFFECT. All of the terms and provisions of this Agreement, whether expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties and their representatives, heirs, and permitted assigns. Any rights given or duties imposed upon the estate of a deceased party shall inure to the benefit of and be binding upon the fiduciary of such decedent's estate in his fiduciary capacity.

22. VENUE. The venue of any action arising from this Agreement shall lie exclusively in the Circuit Court of Okaloosa County, Florida unless another place is mutually agreed upon, and both parties shall submit to the jurisdiction of such court.

23. SUPPLEMENTAL CLAUSES/CONDITIONS. The charterer is solely responsible for the hiring of the Captain. The owner has listed at least 3 qualified captains, if the Charterer wishes to use a captain from this list as a convenience. However, the charterer is free to hire any capable captain the Charterer wishes. The list of captains provided hereon is merely done so as a convenience for the Charterer and Charterer has no obligation to hire any of those captains listed.

The Charterer Confirms having read and understood this agreement and agrees to its terms and conditions when signing the Wild Wind Charters, LLC Bareboat Charter Agreement.

PLEASE READ AND BE CERTAIN YOU UNDERSTAND THE IMPLICATIONS OF SIGNING THIS AGREEMENT.

EXPRESS ASSUMPTION OF RISK ASSOCIATED WITH USE OF THE HEREIN CHARTERED BOAT AND RELATED ACTIVITIES.

The charterer and guests and whoever signs this agreement do hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with motorized Boats (e.g. Vessels) or non-motorized (e.g. tubes, wakeboards) and related watersports activities to which I am about to engage, including but not limited to:

ACKNOWLEDGMENT OF RISK: Acknowledge that some but not all risks of participating in water sport activity include:

Changing water flow, tides, currents, wave action, and ship's wakes.

Collision with any of the following: other participants, the watercraft, other watercraft, manmade or natural objects, and shuttle boats.

Wind shear, inclement weather, lighting, variance and extremes of wind, weather, and temperature.

Changes in my sense of balance, physical coordination, and ability to operate equipment, swim and/or follow directions.

Collision, capsizing, sinking or other hazards which result in wetness, injury, exposure to elements, hypothermia and/or drowning, the impact of the body upon the water, injection of water into my body orifices, and/or drowning.

Presence of insects and marine life forms.

Equipment Failure or operator error.

Heat or sun-related injuries, illness including sunburn, sunstroke, or dehydration.

Fatigue, chill, and/or dizziness that may diminish my/our reaction time and increase the risk of an accident.

I, the Charterer, specifically acknowledge that I have read, understand, and agree to abide by the Wild Wind Charters, LLC instructions and the chartered Boat Captain at all times have been trained in the use of watersports equipment and I am physically/mentally able to participate in the watersports activities in which I am about to engage. I specifically waive any defense insofar as this contract is concerned that may arise as a result of any state or local law and/or regulation or policy that may impact its enforceability.

Charterer

Print Name

Signature