

## AGREEMENT TERMS AND POLICIES

### I. RESERVATION POLICY

The Renter/Passenger shall pay Lanier Boat Charter LLC the posted fee documented online and within the reservation system, “FareHarbor” in accordance with the number of hours and type of charter experience scheduled aboard The Experience, a Georgia registered vessel (“Vessel”) in the following manner:

1. Public Events (ticketed per passenger items) paid in full at time of booking
2. Private Events Greater than 60 days from the Booking Date
  - a. Paying LBC 50% of the rental fee, which includes a \$500 non-refundable by cash, Zelle, or credit card; and,
  - b. Paying the outstanding balance of the charter fee 60 days prior to Event Date.
3. Private Events equal to and less than 60 days from the Booking Date
  - a. Paying LBC 100% of the rental fee, which includes a \$500 non-refundable by cash, Zelle, or credit card

### II. CANCELLATION POLICY

Host shall notify LBC immediately by calling 678-882-8062 and speaking directly with an LBC representative to inform them of a cancellation followed by an email that includes:

- a. The host’s name
- b. Reservation number
- c. Date of the cruise
- d. Date of cancellation
- e. Reason for cancellation

LBC will follow the following reimbursement policy

1. Cancellations made more than 14 days before the reservation date will receive a 100% refund less any non-refundable deposit.
2. Cancellations made less than 14-4 days before the reservation date will result in a forfeit of 50% of the total reservation less the non-refundable deposit amount and cannot be credited towards future reservations.
3. Cancellations 3 days prior to booking date, no shows or same day cancellations constitute a forfeit of your reservation without refund.

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### III. INCLEMENT WEATHER POLICY

Rainchecks are provided for the following perils:

- a. Heavy rain lasting more than 45 minutes
- b. High wind advisories 15MPH or greater
- c. Tornado warnings & lightning

\*\*There are no refunds due to inclement weather events. \*\* \*

If the described inclement weather occurs during your rental period, a pro-rated credit will be offered for a future rental date. Weather credits in part or full can only be given in person on the day of the rental and must be based on actual weather conditions at your arrival time and cannot be determined based on preliminary forecasts.

### IV. ASSUMPTION OF RISK

HOST AND HOST'S GUESTS ASSUME ALL RISKS INCIDENT TO TRAVEL AND TRANSPORTATION.

While underway or in port the availability of medical care may be limited or delayed. Hosts acknowledge that all or part of their charter may be in areas where medical care and evacuation may not be available. Host and/or guests who embark in violation of the Vessel Rules or Charter Agreement terms assume all associated risks and agree to indemnify and reimburse LBC for all resulting losses, costs, and expenses.

### V. INSURANCE

LBC shall insure Vessel on such terms and subject to such deductible as are customary for a vessel of the Vessel's type, size, and value. LBC shall make available for inspection, upon reasonable notice by Host, copies of all relevant insurance documentation, which will also be carried on board the Vessel. If the Host or any of the Host's guests act in such a way, whether by negligence or willful act, as to void or limit coverage under LBC's insurance policy, then the Host shall indemnify and hold LBC harmless against and from any claim for loss, damage, or expense attributable to such negligence or willful act, to the extent that such loss, damage, or expense would otherwise be covered by LBC's insurance policy.

### VI. INDEPENDENT CONTRACTORS

Host acknowledges that all excursions/tours (whether conducted in the water, on land or by air), ground transportation, music services and any third party "on board concessions" are either operated by or are independent contractors. Even though LBC shall be entitled to

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collect a fee and earn a profit from the ticketing or sale of such services by such persons or entities, LBC neither supervises nor controls their actions, nor makes any representation either express or implied as to their suitability. LBC, in arranging for the services does so only as a convenience for the Host and Host's guests are free to use or not use these services. Host agrees that LBC assumes no responsibility, does not guarantee performance and in no event shall be liable for any negligent or intentional acts or omissions, loss, damage, injury or delay to Host and/or Host's guests' baggage, property or effects in connection with said services. Host and Host's guests use the services of all independent contractors at the Host's and Host's guests' sole risk. Independent contractors are entitled to make a proper charge for any service performed with respect to a Host.

### VII. INDEMNIFICATION

Host shall indemnify, defend and hold LBC, Army Corps of Engineers, their managed parks and any marinas on Lake Lanier harmless against and from any liability for loss, damages, or expense incurred by Host or the Host's guests as a result of the negligence or willful act of the Host or the Host's guests, to the extent such loss, damage, or expense is not covered by LBC's insurance policy.

### VIII. LIMITATION OF LIABILITY

- a. LBC shall not be held vicariously liable for the intentional or negligent acts of any persons not employed by LBC nor for any intentional or negligent act of LBC's employees committed while off duty or outside the course and scope of their employment.
- b. LBC shall not be liable for personal injury or property damage arising from Host or Host's guests' negligent or intentional conduct, except when such damages were caused by the gross negligence of LBC and resulted from the same passenger sustaining actual physical injury, or when such damages are held to be intentionally by LBC.
- c. LBC shall not be liable to Host or Host's guests for damages for emotional distress, mental suffering/anguish or psychological injury of any kind under any circumstances, except when such damages were caused by the gross negligence of LBC and resulted from the same passenger sustaining actual physical injury, or when such damages are held to be intentionally by LBC.
- d. LBC shall also have the benefit of all statutes of the United States of America providing for limitation and exoneration from liability and the procedures provide thereby, including but not limited Title 46 of the United States Code sections 30501 through 30509,

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and 30511. Nothing in this Contract is intended to nor shall it operate to limit or deprive LBC or any such statutory limitation of or exoneration from liability under any applicable laws.

### IX. USE OF HOST'S AND HOST'S GUESTS' LIKENESS

Host and Host's guests grant LBC the right to include photographic, video and other visual portrayals of Host and/or Host's guests in any medium of any nature whatsoever for any purpose, including but not limited to subsequent advertising, marketing material, website content and/or internet postings.

### X. LAW AND ARBITRATION

The Charter Agreement shall be governed by and construed in accordance with the maritime law of the United States, and to the extent such law fails to supply a rule of decision, the law of the State of Georgia regarding any conflicts-of-law principles that would require the application of any other law. Any dispute arising out of or in connection with this Charter Agreement will be resolved by binding and confidential arbitration in Gainesville, Georgia (within the 30506-zip code as the exclusive venue for any arbitration proceeding arising out of or relating to the enforcement of the provisions of this Agreement or potential liability as a result of LBC's services), or any other such place as the Parties may mutually agree upon in writing, by a single arbitrator under the rules of the American Arbitration Association. The arbitrator must base his or her decision upon this Agreement and applicable law. If any legal action is necessary to enforce this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees, costs, and expenses.

### XI. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersede all previous communications, representations, understandings, and agreements, either oral or written, between the Parties with respect to the subject matter of this Agreement. The Agreement may be executed in counterparts, each of which will be an original, and all of which together will constitute one and the same document. No modification of these Terms will be binding unless in writing and signed by both Parties. If any provision herein is held to be unenforceable, the remaining provisions will remain in full force and effect. All rights and remedies hereunder are cumulative.

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## XII. FORCE MAJEURE

If a Force Majeure Event occurs and is continuing, the affected Party is excused from the performance to the extent prevented from performing. Force Majeure Event means any act or event whether foreseen or unforeseen, that meets all three of the following tests:

- a. The act or event prevents a party (the “Nonperforming Party”), in whole or in part, from performing under this Agreement; or satisfying any condition to any obligation of the other Party (the “Performing Party”) under this Agreement.
- b. The act or event is beyond the reasonable control of and not the fault of the Nonperforming Party.
- c. The Nonperforming Party has been unable to avoid or overcome the act or event by exercise of due diligence.

It is hereby expressly understood by and between the Parties that, as of today’s date, the Covid-19 Pandemic is a Force Majeure Event as both Parties are fully aware of the circumstances surrounding this virus and government mandates. Moreover, nothing herein shall impact the applicability of the initial paragraph of this section, above, and the obligations of Host created therein.