

## CHARTER AGREEMENT

MADE this \_\_\_\_\_ day \_\_\_\_\_ month 20\_\_\_\_ year by and between Mangrove Monsters, LLC, a \_\_\_\_\_ limited liability company (BOAT OWNER), \_\_\_\_\_ of \_\_\_\_\_ (address) hereinafter referred to as (the CHARTERER),

WITNESSETH: WHEREAS, OWNER is the owner of that certain boat described as follows: Sea Pro 228 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 (or 6 guests, in the event that a First Mate is required, per the terms of this agreement) \_\_\_\_\_ 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:** The term of the charter shall commence

on: \_\_\_\_\_ at \_\_\_\_\_ am/pm and end on \_\_\_\_\_ at \_\_\_\_\_ am/pm.

2. **RENTAL:** The total rent to be paid by the CHARTERER to the OWNER is \_\_\_\_\_ \$US Dollars, plus a 3.5% administrative fee and any applicable sales taxes. The full amount of which shall be paid no later than 30 days prior to delivery . A security and damage deposit of \$1000.00 (can be variable) shall be secured by the OWNER from the CHARTERER prior to delivery, which shall be applied to late return charges, any damage within the insurance deductible amount for which the CHARTERER shall be responsible, the repair of any damages or loss of equipment and such other charges for consumable items as may have been used and not paid for during the term of the charter.

Fuel Charges. Included are in the rental price if the boat deploys from Cockroach Bay Boat Ramp and remain in the Hallelujah Keys. An additional surcharge may apply if the Boat is removed from these navigational limits. If Charterer is hiring a Captain, we will deliver the vessel trailered and the vessel must be returned with a full tank of gas.

Additional Equipment Added to the Rental (check if applicable)

<input type="checkbox"/> Fishing Pole x _____ Quantity	= \$25.00
<input type="checkbox"/> Basic Gear (knife and cutting board, hooks, weights, pliers)	= \$35.00
<input type="checkbox"/> Large Boat Cooler	= \$35.00
<input type="checkbox"/> Live Bait/per dozen	= \$22.00 x _____ Quantity
<input type="checkbox"/> Frozen Bait/per 5 lbs	= \$40.00 x _____ Quantity
Total Cost: <span style="background-color: yellow;">                    </span>	

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 the Parties shall reschedule their Term to another mutually convenient date and time at no additional cost to Charterer. 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, which will be deducted from security and damage deposit. 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.

The Charterer has inspected the boat and notes the following:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_ (Charterer Initials)

4. **NAVIGATION LIMITS and Restrictions:** The OWNER does not guarantee any destinations. The navigational limits of the Boat is determined by the Boats 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.

If the Boat does not have a Captain, the Sea Pro is **ONLY** permitted to be taken out of the Cockroach Bay Boat Ramp.

If you are hiring a licensed Captain, we permit the Sea Pro 228 to be taken out of the Seminole Boat Ramp or Gandy Boat Ramp. Otherwise, the Cockroach Bay Boat Ramp is the designated meeting place.

5. **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 vessels insurance but CHARTERER is responsible for the amount of the deductible feature. Personal effects of the CHARTERER are not covered by the boats insurance nor the DW.

6. **ACCIDENTS:** CHARTERER bears the risk of any loss of use resulting from his act, default, negligence and/or poor judgment. The OWNER agrees that should the Boat after delivery sustain breakdown of machinery and be disabled or severely damaged due to a major system breakdown essential for the running and navigation of the Boat, the same not being brought about by any act, default, negligence, and/or poor judgment of the CHARTERER, the OWNER shall make arrange to tow the boat and reschedule the Charterer for another date and time.

7. **Damages:** The CHARTERER agrees to be responsible for the cost of any damages injury to the Boat, her equipment or furnishings, caused personally by himself, or any of his party, and agrees to be responsible for any loss or damage to hull, machinery, equipment, tackle, furniture, or the like. CHARTERER acknowledges that damage caused by engine overheating is not covered by insurance and that all repair costs incurred from overheating shall be the full responsibility of the CHARTERER.

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

9. **RUNNING EXPENSES:** The CHARTERER agrees to accept the Boat delivered as herein above provided and to pay all running expenses during the term of the charter, fuel, water, dockage, pilotage, port charges, provisions, supplies, and other consumable stores for himself and his party.

10. **INDEMNIFICATION:** CHARTERER hereby expressly agrees to indemnify, defend, release and hold harmless Owner, Owner's agents, subcontractors, officers, members, managers, employees, owners, representatives, affiliates, subsidiaries, successors, and assigns, servants, heirs, executors, administrators and personal representatives against all from all damages, liabilities, expenses, claims, or judgments arising from third party claims (including interest, penalties, reasonable attorneys' fees, accounting fees, and expert witness fees) (collectively, the "Claims") that arise out of Charterer's negligence or willful misconduct arising from Charterer's use, misuse or abuse of the boat OR the Charterer's breach of any of its obligations or representations under this agreement;

The CHARTERER further agrees to indemnify and save the OWNER, , Owner's agents, subcontractors, officers, members, managers, employees, owners, representatives, affiliates, subsidiaries, successors, and assigns, servants, heirs, executors, administrators and personal representatives , 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.

Charterer specifically acknowledges and agrees that the mangroves and waterways are protected under state and federal environmental law, and further agrees to indemnify, release and hold Boat Owner, Boat Owner's agents, servants, successors, heirs, executors, administrators and personal representatives against all suits, actions, claims, demands, or damages that arise out of any damages Charterer causes to any mangrove or any other environmental damages, whether intentional or unintentional.

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 Boat.

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 boat 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 CHARTERER from the obligations imposed by this Agreement, unless the OWNER gives a specific release in writing.

15. **CANCELLATIONS:** In the event that inclement weather or a mechanical failure of the boat exists, Owner will re-schedule CHARTERER to a mutually convenient day and time at no additional cost. If you choose to cancel your booking 72 hours + in advance to your commencement time/date, the penalty is 50% of the booking total. Should you cancel less than 72 hours in advance, the penalty is the total cost of the booking in full. Should you refuse or fail to pay the Security Deposit within 48 hours prior to the commencement of your departure time, we will consider the booking to be canceled by the customer and the penalty will be the full amount paid for the booking. If your booking included a First Mate, 50% of the tip that was paid in advance will be retained as a consideration to the First Mate.

17. **CHARTERER'S AUTHORITY OVER CREW:** It is agreed that full authority regarding the operation and management of the Boat is hereby transferred to the CHARTERER for the term hereof. In the event, however, that the CHARTERER wishes to utilize the services of a First Mate in connection with the operation and management of the Boat, said First Mate they are to notify the Boat Owner at least 7 calendar days in advance of their reservation and Boat Owner will furnish the appropriate personnel. If the Charterer requires a Captain, they are required to find and hire their own licensed Captain. The Captain, if hired by Charterer, shall be responsible for the safe navigation and operation of the vessel and the CHARTERER should abide by his sole judgment as to sailing, weather, anchorages, and pertinent matters.

18. **BAREBOAT CHARTER:** In the event that the Charterer does not retain the services of a captain, first mate or other crew from Boat Owner, this charter shall be at all times construed as a bareboat charter and / or a demise charter, and pursuant thereto CHARTERER should keep the Boat in good repair and will surrender the Boat at the termination of the charter free and clear of all indebtedness, liens or other

charges of any type whatsoever. It is the intention of the OWNER to completely and exclusively relinquish possession, command, control, management, and navigation of the Boat herein described to the CHARTERER. CHARTERER assumes all responsibility for any injury, death, property damage, any Acts of God or other claim of any nature that may arise during the period of the charter or at any time when the vessel is in the custody and under the control of the CHARTERER.

19. **COMPETENCY:** CHARTERER certifies that he is experienced and competent in the handling and operation of an outboard, center console motor craft of the general type and size as the Boat herein chartered, , and that he also has a sufficient practical knowledge of seamanship, piloting and Rules of the Road. CHARTERER agrees that he shall not transfer responsibility for the operation of the herein before described Boat to any person not equally qualified. OWNER reserves the right to verify CHARTERER'S boating license, as well as their competency at time of charter by subjecting CHARTERER to whatever skills assessments are deemed appropriate by OWNER under the circumstances. Should CHARTERER be judged insufficiently competent by OWNER, in his sole discretion, OWNER shall have the right to require CHARTERER, AT CHARTERER'S expense, to hire personnel to safely navigate and operate the boat.. Should such personnel be unavailable, or CHARTERER refuses to hire such personnel, then it is considered that the CHARTERER is in default of this Agreement and CHARTERER shall surrender the Boat immediately and shall have no recourse for any fees which have already been paid to the OWNER.

20. **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.

21. **Acknowledgement of Risks.** Boating is an inherently dangerous activity. The Charterer, and each of their guests, hereby acknowledge that boating may subject them to any of the following risks:

- a) Changing waters, tides, currents, and boats' wakes;
- b) Collisions with any of the following: individuals, other watercraft, and manmade or natural objects;
- c) Collision, capsizing, sinking or other hazard which results in wetness, injury, exposure to the elements, hypothermia, drowning, and/or death;
- d) Attack by or encounter with wildlife, including but not limited to insects, snakes, alligators
- e) Equipment failure
- f) Operator errors
- g) My sense of balance, physical coordination, ability to operate equipment, swim, and/or follow directions;
- h) Wind, rain, thunderstorms, hailstorms, lightning, and extremes of wind, weather, and temperature,
- i) Heat or sun related injuries and illnesses, including sunburn, sunstroke, or dehydration
- j) Any other potential dangers or unanticipated risks that are not specifically listed herein

22. **Assumption of Risk.** Charterer assumes the risk of use of the boat and all equipment thereon. The Charterer is voluntarily participating in all activities related to the rental, operation, or use of the boat and assumes full responsibility for the risks or injury, accidents or illness that may arise due to the use.

23. **Release and Waiver of Claims.** Charterer does hereby remise, release, and forever discharge Owner, Owner's agents, servants, successors, heirs, executors, administrators and personal representatives, of and from all, and all manner of, actions, causes of action, suits, proceedings, debts, dues, contracts, judgments, damages, claims, and demands whatsoever in law or equity, which Renter ever had, now has, or which Charter's heirs, executors, administrators or personal representatives hereafter can, shall, or may have for or by reason of any matter, cause, or thing whatsoever arising out of this Agreement; out of the use (misuse, or abuse) of the Boat; or in any way arising out of the charter relationship between the parties.

Charterer Signatures:

\_\_\_\_\_

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_