



A LUXURY YACHTING EXPERIENCE

**DEMISE CHARTER AGREEMENT FOR HAPPY HOUR**

This is a contractual agreement for the Demise Charter of the HAPPY HOUR and includes the General Terms and Conditions on pages 2-5. The General Terms and Conditions include Release and Indemnification Provisions. Please read them carefully.

1	Name of Charterer:	
2	Address of Charterer:	
3	Phone Number of Charterer:	
4	Email of Charterer:	
5	Total Number in Party (including Charterer):	
6	Date of Charter:	
7	Time of Disembarkation:	
8	Place of Disembarkation:	
9	Estimated Time of Return:	
10	Place of Return:	
11	Price for Charter Hire:	Charter Price, Crew fees, Fuel, and other concierge service items placed through <a href="http://www.destinyachting.com">www.destinyachting.com</a>

Signatures

Charterer: \_\_\_\_\_

Owner: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**PLEASE INITIAL**

Charterer:

Captain:

## GENERAL TERMS AND CONDITIONS

### 1. DEFINITIONS:

“Owner” shall mean Ocean Elements, LLC (DBA Destin Yachting) which owns the M/V HAPPY HOUR and whose address is 2301 Julia St., New Orleans, LA 70019.

“Charterer” shall mean the party that has chartered the M/V HAPPY HOUR, including his or her guests, invitees, or servants.

“Yacht” shall mean the M/V HAPPY HOUR, Hull ID # PYIB3009E616

### 2. CONDITION ON DELIVERY

The HAPPY HOUR is a motor yacht with accommodations for eight persons in total. In conjunction with this Charter Agreement, Charterer will also hire the Captain and a deckhand / steward. The HAPPY HOUR is equipped with all safety equipment required by the United States Coast Guard for such a vessel.

Acceptance or use of the HAPPY HOUR by Charterer will be deemed to be an acknowledgment that it is seaworthy, in good condition, and fit for Charterer’s purposes.

The Yacht’s fuel is included in the price of the Charter Agreement. Charterers acknowledge that the Yacht may not be fully fueled but will have sufficient fuel for the planned excursion.

### 3. TERM

The HAPPY HOUR is chartered on a day basis for the number of hours stated in the Charter Agreement.

For charters booked more than four weeks before disembarkation, a specified deposit Charter fee is payable at the time of signing this Charter Agreement and the balance shall be payable four weeks before disembarkation.

For charters booked less than four weeks before disembarkation, the full Charter fee is payable at the time of signing this Charter Agreement.

Owner shall be entitled to payment by Charterer of \$1,000 refundable deposit to cover any damage caused by Charterer, which shall be refunded at the conclusion of the Charter if no damage has occurred. This deposit in no way limits Charterer’s liability for damage caused by Charterer to the Yacht,

The Charterer and his or her party must arrive at the Yacht just before the agreed disembarkation time. The captain shall aim to return the Yacht as close as possible to the return time or an agreed upon extension of the Charter, which may be effected by sea and weather conditions. HAPPY HOUR shall be returned in a clean condition and in the same condition of repair as accepted by the Charterer. Charterer shall be responsible for any and all damage to HAPPY HOUR that is caused by the Charterer, his family, guests, or servants.

In the event of charters for multiple days, no overnight stays shall be permitted and the Yacht shall disembark and return each at the times and places stated in boxes 7-10 of the Charter Agreement.

### 4. INVENTORY

Charterer acknowledges that an inventory of equipment on the HAPPY HOUR will be taken at the time of departure, and a second inventory will be taken upon the HAPPY HOUR’s return. Charterer shall be responsible for any damage to or shortage of equipment.

### 5. CHARTER HIRE

Charterer shall pay hire for HAPPY HOUR plus applicable sales tax. Once the Yacht has disembarked, the charter hire is deemed fully earned and no amount shall be refundable in the event that the Yacht has to return to port early or for any other reason. As part of your online booking process, a Charter Hire fee shall be paid by Ocean Elements (Destin Yachting) to Marcus McKenzie Enterprises LLC and other crew pursuant to the Crewing Agreement required under Clause 8. This Hire Fee will be considered paid when purchasing charter through the Destin Yachting website.

### 6. CANCELLATION

The Charterer shall have the right to a refund or partial refund of the Charter fee deposit on the following bases:

**PLEASE INITIAL**

Charterer:

Captain:

- If the Charter is cancelled by Charterer 4 weeks or more before the date of disembarkation, Charterer shall be entitled to a refund of the full Charter fee paid minus a \$250 cancellation fee;
- If the Charter is cancelled by Charterer 1 to 4 weeks before the date of disembarkation, Charterer shall be entitled to a refund of 75% of the Charter fee paid; and
- If the Charter is cancelled by Charterer less than 1 week before the date of disembarkation, Charterer shall not be entitled to a refund of the charter fee paid. We will make every effort to find an alternative date with not penalty if we are able to fill the time slot being released with another charter.
- Owner and Captain have the right to cancel the charter for mechanical, weather, safety, or any other reason they feel fit. In the event of cancellation, both parties have the option to work out a mutually agreeable alternate charter date. If an alternate date cannot be agreed-upon, Charterer will receive a full refund for charter minus any expenses already incurred by owner for add ons above the base charter price.
- **Weather Cancellation**-first choice would be to reschedule on a mutually agreed upon date.  
If cancelled by the Captain, a full refund will be made of the charter price minus any extras that have already been prepaid or committed to by the owner. Every effort to provide items ordered on behalf of the Charterer will be made to provide those to the Charterer..  
If cancelled by the Charterer, No refund will be made and we will make a reasonable attempt to get all food and beverage items purchased to the Charterer.  
Charterer agrees that it would be difficult for Owner to calculate damages in the event of cancelation and that the amounts referred to above constitute agreed upon liquidated damages. I

## 7. FORCE MAJEURE

Neither Charterer nor owner shall be liable if it is not possible for this charter to go ahead as a result of a force majeure, which shall include calamities of nature, Acts of God, war (whether declared or undeclared), war like operations, civil war, civil commotion, act of public enemy, strikes, floods, fires, hurricanes or tropical storms, lockouts, riots, embargos, pandemics, governmental decree or similar. In the event that the charter cannot go ahead because of an event of force majeure, charterer shall be entitled to apply any payments made to a future charter or to a refund of sums paid (at Owner's sole discretion) and Owner shall have no further liability to Charterer.

## 8. USE OF HAPPY HOUR

The Charterer shall (at the same time as executing this Demise Charter) execute the attached separate Crewing Agreement with Marcus McKenzie Enterprises LLC to hire the Captain and one crewmember who will serve as a deckhand and steward. The captain shall be competent in both inland and coastwise navigation, and hold an appropriate captain's license.

The Charterer agrees that HAPPY HOUR shall be exclusively employed as a pleasure vessel for the sole and proper use of Charterer, his or her family, guests, and servants during the term of this charter, and shall not transport merchandise or carry passengers for pay, or engage in any trade nor, in any way violate the laws of the United States, or any government within the jurisdiction of which the Yacht may be in, and shall comply with the law in all respects. Owner shall provide fuel, some basic drinks and ice. Food, drinks, and other options can be provided for Charterer and his or her family, guests as a concierge service at an additional charge based up upon their timely ordering of those options on the Destin Yachting website. 3<sup>rd</sup> party services like the private chef or car service and concierge food or champagne services can be ordered through the Destin Yachting website. Charterer, with owner's written consent, is allowed to bring food, drink, or onto the Yacht. No colored drinks or greasy food that could stain the deck or fabric is allowed. Charterer will assume responsibility for their and their guests actions.

## 9. CAPTAIN'S AUTHORITY

While it is agreed the Charterer may determine the general movements and destination of HAPPY HOUR, it is understood that the captain hired pursuant to Clause 8 is in full command and the Charterer agrees to abide by the captain's judgment as to clearance, sailing, weather conditions, anchorage and other pertinent matters regarding HAPPY HOUR.

The captain whom Charterer hires pursuant to Clause 8 may take whatever action he or she deems necessary to ensure the safety of HAPPY HOUR, its crew, and passengers. Any person who refuses an order of the captain, acts

**PLEASE INITIAL**

Charterer:

Captain:

illegally, or acts in any manner that might endanger HAPPY HOUR, crew, passengers, or himself or herself, may be returned to port and required to disembark. In such an event, Charterer is not entitled to any refund or credit.

**10. VESSEL SAFETY**

a) The Charterer shall not at any time during the Charter Period permit more than 13 guests (including the Charterer) plus, at the sole discretion of the Captain, a reasonable number of visitors whilst the Yacht is securely moored in port. Under no circumstance can a Charterer allow more people on the yacht than what was paid for in the charter purchase.

b) If children are taken on board, the Charterer shall be fully responsible for their conduct and entertainment and no member of the crew shall be held responsible for their conduct or entertainment.

c) The Charterer shall ensure that no pets or other animals are brought on board.

d) The Charterer shall ensure that the behavior of his or her guests shall not cause a nuisance to any person or be dangerous to the Yacht or other persons or vessels.

e) Smoking, vaping, use of hookahs, and the use of e-cigarettes is absolutely prohibited on the Yacht at any time and in any place. Failure to abide by these rules will result in the automatic forfeiture of the charterer's damage deposit.

f) The possession or use of illegal drugs is absolutely prohibited on the Yacht at any time and in any place.

g) The nature of a charter may render it unsuitable for anybody with a physical disability or undergoing medical treatment. By signature of this agreement, the Charterer warrants the medical fitness of all members of the Charterer's party for the voyage contemplated by this agreement.

h) With particular regard to the use of watersports equipment, the Captain shall have the authority to exclude the Charterer or any or all of his guests from use of any particular watersports equipment if, in his reasonable opinion, they are not competent, or are behaving irresponsibly when operating it, or are intoxicated on alcohol and/or drugs.

**11. CHARTERER'S RESPONSIBILITY**

It is agreed and expressly understood that the Charterer is not the broker, servant, nor the employees of the Owner in any way whatsoever, and the Owner shall not be responsible for any injuries or damages caused by the Charterer or any member or guests of his or her party. The Charterers agree to be responsible for and to replace or make good any injury to HAPPY HOUR, her furnishings or equipment caused by themselves or by any of the Charterer's party, through carelessness, abuse or neglect, normal wear and tear excepted, and to satisfy any indebtedness that may have been incurred for account of or by order of the Charterers.

Charterer shall be solely responsible for any and all damage caused by Charterer to the Yacht and any equipment on board the Yacht used by Charterer and Owner shall be entitled to deduct from the damages deposit referred to in Section 3 of this Charter Agreement and recover any amount in excess of that deposit.

**12. DRUGS, ALCOHOL, WEAPONS**

a) No illegal drugs or substances shall be brought on board the Yacht. Persons who attempt to bring illegal drugs on board will not be allowed on the Yacht. Use or possession of illegal drugs or paraphernalia, including but not limited to marijuana, onboard the Yacht shall result in immediate termination of the charter, and Charterer shall forfeit all monies paid under this charter party.

b) Charterer is allowed to bring ice chests, food, and beverages onboard the Yacht. Alcoholic beverages are allowed; provided, however, Charterer is responsible for ensuring that passengers limit consumption of alcohol to a level that does not create a hazard for themselves, crew, or other passengers. Charterer shall also ensure that those who drink alcohol on the charter are of legal age and that those consuming have safe transportation after leaving the Yacht. The Captain hired by Charterer shall have full discretion to order any passenger to cease consuming alcohol.

**PLEASE INITIAL**

Charterer:

Captain:

c) It is specifically understood that the possession or use of any weapons on board the Yacht is strictly prohibited and failure to comply shall be sufficient reason for the captain to terminate the Charter forthwith without refund or recourse against the Owner.

d) The Charterer will be held responsible for any loss or damage due to any violations of these provisions.

### **13. RELEASE**

**CHARTERER HEREBY RELEASES OWNER, ITS INSURERS, AFFILIATES, AND EMPLOYEES FROM ANY AND ALL CLAIMS FOR PERSONAL INJURY OR DEATH, LOSS, PERSONAL INJURY OR DAMAGE TO PROPERTY ARISING OUT OF CHARTERER'S USE OF HAPPY HOUR, ITS EQUIPMENT OR ACTIVITIES. THIS INCLUDES RELEASING ANY AND ALL CLAIMS FOR PERSONAL INJURY OR DEATH ARISING OUT OF COVID-19 OR SIMILAR VIRUS. CHARTERER FURTHER GRANTS USE OF ALL PHOTOS OR VIDEOS PROVIDED TO OWNER OR PUBLICLY POSTED TO SOCIAL MEDIA OR ANY OTHER MEDIUM. FOR THE SAFETY OF PASSENGERS AND CREW, WE EMPLOY SECURITY CAMERAS ON BOARD TO RECORD CHARTERS. THIS VIDEO IS THE PROPERTY OF OCEAN ELEMENTS, LLC**

### **14. INDEMNIFICATION**

**CHARTERER SHALL DEFEND, INDEMNIFY AND HOLD OWNER, ITS INSURERS, AFFILIATES, AND EMPLOYEES HARMLESS FOR ANY CLAIMS FOR DEATH, LOSS, PERSONAL INJURY OR DAMAGE TO PROPERTY ARISING FROM CHARTERER'S USE OF HAPPY HOUR, ITS EQUIPMENT OR ACTIVITIES. THIS INCLUDES DEFENSE, INDEMNIFICATION AND HOLD HARMLESS ANY AND ALL CLAIMS FOR PERSONAL INJURY OR DEATH ARISING OUT OF COVID-19 OR SIMILAR VIRUS.**

### **15. INSURANCE**

Throughout the period of this Charter the Owner shall insure the Vessel with first class insurers against all customary risks for a Yacht of her size, value, and type the insurance shall also cover war, strikes, pollution, and include insurance of the Captain and any crew against injuries and/or third party liabilities incurred during the course of their employment. The Charterer shall remain liable for any loss, damage or liabilities arising from any act or negligence of the Charterer or his guests and not recoverable by the Owner under Owner's insurance. All such insurances shall be on such terms and subject to such excess (deductible) as are customary for a yacht of this size, value, and type. Copies of all relevant insurance documentation shall be available on request for inspection by the Charterer prior to the Charter on reasonable notice to the Owner. The Charterer should carry independent insurance for personal effects while on board or ashore and for any medical or accident expenses (including emergency transport evacuation) incurred.

### **16. CONSEQUENTIAL DAMAGES**

Owner and Charterer hereby waive any and all claims for consequential damages.

### **17. CHOICE OF LAW AND DISPUTE RESOLUTION**

This Charter Agreement shall be governed by the General Maritime Law of the United States. Owner and Charterer agree that the exclusive venue for any dispute arising out of or related to this Charter Agreement shall be resolved by way of confidential binding arbitration to be administered by United States Arbitration & Mediation.

### **18. ATTORNEY'S FEES**

In the event that the Owner is the prevailing party, the Charterer shall be solely responsible for attorney's fees and any other expenses related to any action or proceeding in connection with this agreement or the enforcement of any of its provisions, including but not limited to any claim for damage to the Yacht caused by Charterers.

**PLEASE INITIAL**

Charterer:

Captain:

**CREWING AGREEMENT**

This is a contractual agreement for the hire of a Captain and a crewmember for the Demise Charter of the HAPPY HOUR (which shall be executed simultaneously) and includes the General Terms and Conditions on pages 2-3. The General Terms and Conditions include Release and Indemnification Provisions. Please read them carefully:

1	Name of Hirer:	
2	Address of Hirer:	
3	Phone Number of Hirer:	
4	Email of Hirer:	
5	Total Number in Party (including Hirer):	
6	Date of Charter:	
7	Time of Disembarkation:	
8	Place of Disembarkation:	
9	Estimated Time of Return:	
10	Place of Return:	

Hirer: \_\_\_\_\_

Captain: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**PLEASE INITIAL**

Charterer:

Captain:

## GENERAL TERMS AND CONDITIONS

### 1. DEFINITIONS

"Owner" shall mean Ocean Elements, LLC (DBA Destin Yachting) which owns the M/V HAPPY HOUR and whose address is 2301 Julia St., New Orleans, LA 70019.

"Captain" shall mean a licensed captain provided from Marcus McKenzie Enterprises LLC, 334 Latrium Circle, Miramar Beach, FL 32550.

"Steward" shall mean a deckhand or similar who will follow the directions of Captain to assist and serve Hirer on the Yacht during the Charter.

"Hirer" shall mean the party that has chartered the M/V HAPPY HOUR, including his or her guests, invitees, or servants, and now seeks to hire Captain.

"Yacht" shall mean the M/V HAPPY HOUR, Hull ID # PYIB3009E616.

"Charter" shall mean the separate agreement entered simultaneously by Hirer for the Demise Charter of HAPPY HOUR.

### 2. TERM

Hirer shall hire Captain for the same period as Hirer charters the Yacht and as set out in the Demise Charter Agreement.

### 3. DUTIES

The Captain shall be in command of the Yacht but follow the reasonable directions of Hirer. The Steward will follow the directions of Captain to assist and serve Hirer on the Yacht during the Charter.

### 4. CAPTAIN'S AUTHORITY

While it is agreed that Hirer may determine the general movements and destination of HAPPY HOUR, it is understood that the is in full command and the Hirer agrees to abide by the captain's judgment as to clearance, sailing, weather conditions, anchorage and other pertinent matters regarding HAPPY HOUR.

The Captain may take whatever action he or she deems necessary to ensure the safety of HAPPY HOUR, its crew, and passengers. Any person who refuses an order of the captain, acts illegally, or acts in any manner that might endanger HAPPY HOUR, crew, passengers, or himself or herself, may be returned to port and required to disembark. In such an event, Hirer is not entitled to any refund or credit.

### 5. HIRE RATE

Hirer shall pay hire for Captain, which amount shall be the Captain Charter Fee based on the length of the charter. Rent shall be paid at the time the HAPPY HOUR is reserved pursuant to the Demise Charter, which amount shall include a fee for the hire of the Captain and steward/ deckhand. Once the Yacht has disembarked, the charter hire and the hire amount for the Captain are deemed fully earned and no amount shall be refundable in the event that the Yacht has to return to port early or for any other reason.

### 6. CANCELLATION

The Hirer shall have the right to a refund or partial refund of the Hire fee deposit on the same bases as set out in Clause 6 of the Demise Charter Agreement.

**PLEASE INITIAL**

Charterer:

Captain:

## **7. FORCE MAJEURE**

Neither Hirer nor Captain shall be liable if it is not possible for this charter to go ahead as a result of a force majeure, which shall include calamities of nature, Acts of God, war (whether declared or undeclared), war like operations, civil war, civil commotion, act of public enemy, strikes, floods, fires, hurricanes or tropical storms, lockouts, riots, embargos, pandemics, governmental decree or similar. In the event that the charter cannot go ahead because of an event of force majeure, Hirer shall be entitled to apply any payments made to a future hire of the Captain or to a refund of sums paid (at Captain's sole discretion) and Captain shall have no further liability to Charterer.

## **8. CHARTERER'S RESPONSIBILITY**

It is agreed and expressly understood that the Hirer is not the broker, servant, nor the employees of the Captain in any way whatsoever, and the Captain shall not be responsible for any injuries or damages caused by the Hirer or any member or guests of his or her party.

## **9. RELEASE**

**HIRER HEREBY RELEASES CAPTAIN, ITS INSURERS, AFFILIATES, AND EMPLOYEES FROM ANY AND ALL CLAIMS FOR PERSONAL INJURY OR DEATH, LOSS, PERSONAL INJURY OR DAMAGE TO PROPERTY ARISING OUT OF HIRER'S USE OF HAPPY HOUR, ITS EQUIPMENT OR ACTIVITIES. THIS INCLUDES RELEASING ANY AND ALL CLAIMS FOR PERSONAL INJURY OR DEATH ARISING OUT OF COVID-19 OR SIMILAR VIRUS. CHARTERER FURTHER GRANTS USE OF ALL PHOTOS OR VIDEOS PROVIDED TO OWNER OR PUBLICLY POSTED TO SOCIAL MEDIA OR ANY OTHER MEDIUM. FOR THE SAFETY OF PASSENGERS AND CREW, WE EMPLOY SECURITY CAMERAS ON BOARD TO RECORD CHARTERS. THIS VIDEO IS THE PROPERTY OF OCEAN ELEMENTS, LLC**

## **10. INDEMNIFICATION**

**HIRER SHALL DEFEND, INDEMNIFY AND HOLD CAPTAIN, ITS INSURERS, AFFILIATES, AND EMPLOYEES HARMLESS FOR ANY CLAIMS FOR DEATH, LOSS, PERSONAL INJURY OR DAMAGE TO PROPERTY ARISING FROM HIRER'S USE OF HAPPY HOUR, ITS EQUIPMENT OR ACTIVITIES. THIS INCLUDES DEFENSE, INDEMNIFICATION AND HOLD HARMLESS ANY AND ALL CLAIMS FOR PERSONAL INJURY OR DEATH ARISING OUT OF COVID-19 OR SIMILAR VIRUS.**

## **11. INSURANCE**

Throughout the period of this Hire Contract, the Captain and the Owner shall insure the Vessel with first class insurers against all customary risks for a Yacht of her size, value, and type the insurance shall also cover war, strikes, pollution, and include insurance of the Captain and any crew against injuries and/or third party liabilities incurred during the course of their employment. The Hirer shall remain liable for any loss, damage or liabilities arising from any act or negligence of the Hirer or his guests and not recoverable by the Owner and/or Captain under their insurance. All such insurances shall be on such terms and subject to such excess (deductible) as are customary for a yacht of this size, value, and type. Copies of all relevant insurance documentation shall be available on request for inspection by the Hirer prior to the Charter on reasonable notice to the Owner and/or Captain. The Hirer should carry independent insurance for personal effects while on board or ashore and for any medical or accident expenses (including emergency transport evacuation) incurred.

## **12. CONSEQUENTIAL DAMAGES**

Captain and Hirer hereby waive any and all claims for consequential damages.

## **13. CHOICE OF LAW AND DISPUTE RESOLUTION**

This Charter Agreement shall be governed by the General Maritime Law of the United States. Owner and Charterer agree that the exclusive venue for any dispute arising out of or related to this Charter Agreement shall be resolved by way of confidential binding arbitration to be administered by United States Arbitration & Mediation.

**PLEASE INITIAL**

Charterer:

Captain:



**14. ATTORNEY'S FEES**

In the event that the Owner is the prevailing party, the Charterer shall be solely responsible for attorney's fees and any other expenses related to any action or proceeding in connection with this agreement or the enforcement of any of its provisions, including but not limited to any claim for damage to the Yacht caused by Charterers.

**PLEASE INITIAL**

Charterer:

Captain: