



Bareboat Charter Agreement
Salty Bonito Charters LLC
Phone: (772) 278-6746
www.saltybonito.com

THIS AGREEMENT is made the date entered below between Salty Bonito LLC ("Operator") and the Charterer named and signing below WITNESSETH:

WHEREAS Operator owns or is authorized sub lessor or operator of the vessel (the "Yacht");

WHEREAS Charterer desires to charter the Yacht from Operator, and Operator is willing to make the Yacht 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 consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

TERM, HIRE AND PAYMENT:

Operator agrees to let, and Charterer agrees to hire the Yacht on the date and from and to the time entered below for the total sum entered below, which 50% shall be paid during reservation process and remainder should be paid prior to boarding the vessel. Crew fees and gas are paid directly to the crew on the day of the charter. Refunds only available if the charter is canceled with 7 days notice. In the event of inclement weather that makes navigating unsafe, charterers will be given the option to reschedule. Charters are not canceled for light rain or passing storms, as these are normal occurrences in South Florida

DEMISE CHARTER:

(Use for Foreign built Vessel or ANY VESSEL IF MORE THAN SIX CHARTER GUESTS)

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 Charterer or any of Charterers guests, or any other person onboard vessel or swimming, snorkeling or diving from 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. Charterer further agrees to indemnify the Owner and/or Agent and/or Operator against any claims that may arise as aforementioned.

ACCIDENT:

If the Yacht after delivery sustains breakdown of machinery or is disabled or damaged by fire, grounding, collision or other causes so as to prevent Charterer's use of the Yacht for a period not less than twenty-four (24) consecutive hours at any time, the same not being brought about by any act or default of the Charterer, the Operator shall make a pro rata return of the charter hire to Charterer of such period in excess of such



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twenty-four (24) hours the Yacht shall be disabled or unfit for use. Provided, however, that in case the Yacht is lost or the damage is so extensive that the Yacht cannot be or is not repaired within twenty-four (24) hours, the same not being brought about by any acts or defaults of Charterer, then charter hire shall be abated pro rata at \$300.00 per day and 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.

RUNNING EXPENSES:

The charterer shall accept the Yacht delivered as hereinbefore provided and pay all running expenses during the term of the charter.

INSURANCE:

The owner shall keep the Yacht fully insured for the full term of the charter period. Owner's insurance policy, however, does not cover Charterer's protection and indemnity during the term of the charter, and Charterer is responsible for obtaining such coverage. Owner and charterer agree that a security deposit in cash will suffice. Charterer shall not violate the terms of the Owner's insurance policy, including, without limitation, the navigational limits it imposes.

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 Yacht, except for crew's wages and salvage. Charterer agrees to indemnify Owner and/or Agents and/or Operators 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 Charterer, and Charterer shall indemnify and hold harmless Owner and/or Agents and/or Operator and any charter broker against and from any liability for such taxes, including associated penalties and interest.

DRUGS:

Use or possession of illegal drugs, including marijuana, on board the Yacht shall result in immediate termination of the charter with forfeiture of all charter hire paid.

REDELIVERY AND INDEMNIFICATION:

Charterer shall redeliver the Yacht, her equipment, and furnishings, free and clear of any indebtedness incurred for Charterers account, at the expiration of this Charter, to Owner in as good condition as when delivery was taken, ordinary wear and tear accepted. If the Yacht is not redelivered within the charter period or any proper extension thereof for reasons attributable solely to Charterer, then for each completed period of one (1) hour of delay, or fraction thereof, in redelivery as aforesaid, Charterer shall pay to Operator a sum



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equal to the charter hire divided by the number of hours comprised in the charter period, subject to Operator's right to recover further additional loss or damages, if any, thereby sustained.

Charterer shall indemnify and hold harmless Owner and/or Agent and/or Operator against and from any and all liability to third parties for loss or damage attributable to Charterer's acts or omissions.

RESTRICTED USE:

Charterer agrees that the Yacht 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 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 Yacht may be at any time and shall comply with the law in all respects.

NON-ASSIGNMENT:

Charterer agrees not to assign this Agreement or sub-charter the Yacht without consent of Owner in writing.

CONTROL:

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

DEFAULTS:

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

GUEST LIMITATIONS:

The number of persons, other than the master and crew, cruising on board the Yacht shall be limited to Charterer (or Charterer's representative, if Charterer is a corporation) and twelve guests/passengers, for a total of 6.

SURVEY:



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Charterer, at charterer's sole expense, may have the Yacht surveyed upon its delivery to Charterer at the beginning of the charter period, and again upon its redelivery to Owner and/or Agent and/or Operator at the conclusion of the charter period, to assess its condition for purposes of this Agreement.

CANCELLATION:

Cancellation by charterer for any reason must be received seven (7) days prior to the scheduled departure date; otherwise Owner and/or Agent and/or Operator may assess a Fifty (50%) percent of the charter hire agreed liquidated damages. However, that if Owner and/or Agent and/or Operator is able to rebook the Yacht for all or part of the charter period, Owner and/or Agent and/or Operator shall refund to Charterer any amount by which the sums received from Charterer (less a cancellation fee equal to 30% of the total charter hire and all expenses incurred in arranging the rebooking) and the charter hire received from the substitute charterer for the rebooked dates exceed, in aggregate, the charter hire payable hereunder. If the Owner and/or Agent and/or Operator must cancel, monies paid shall be refunded in full by the Owner and/or Agent and/or Operator to the Charterer.

ADDITIONAL CONDITIONS:

All food, fuel, and stores are provided by the charterer. Operators may provide them and include them in the charter price.

No smoking inside or outside of the Yacht.

There are no pets allowed on board the vessel.

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.

A crew gratuity of 15% - 20% of the base charter rate is customary, but given at the sole discretion of the Charterer. On multi days charter a minimum of 15% will be added to the invoice unless otherwise specified by the charterer in advance. Please consult with your Charter Professional for guidelines.

Unlimited Personal Release Agreement

Grant: For consideration which I acknowledge, I irrevocably grant to Salty Bonito Charters LLC (known as "Company") and Company's assigns, licensees, and successors the right to use my image and name in all forms and media including composite or modified representations for all purposes, including advertising, trade,



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or any commercial purpose throughout the world and in perpetuity. I waive the right to inspect or approve versions of my image used for publication or the written copy that may be used in connection with the images.

Release: I release Company and Company's assigns, licensees, and successors from any claims that may arise regarding the use of my image, including any claims of defamation, invasion of privacy, or infringement of moral rights, rights of publicity, or copyright. Company is permitted, although not obligated, to include my name as a credit in connection with the image.

Company is not obligated to utilize any of the rights granted in this Agreement.

I have read and understood this agreement and I am over the age of 18. This Agreement expresses the complete understanding of the parties.

The parties acknowledge that this is a contract and may be transmitted between them by facsimile machine or electronically or digitally (via e-mail or completed and signed online via website) and the parties intend that a faxed or electronic or digital contract containing either the original and/or copies of the parties' signature shall constitute a binding contract.

Rendezvous diving only.

Use of personal watercraft (if available) is only permitted subject to operators having the appropriate license and meeting local regulations.

The charterer and its guests agree to waive and release owner and its agents from any and all claims for injury or damage resulting from the use of personal watercraft rented or obtained from a 3rd. party vendor.

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 to be held in the City and State of Owner's and/or Agent and/or Operator's residence. Judgment upon any award reached by the arbitrator(s) may be entered in any court of said State having jurisdiction thereof.

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.

AMENDMENTS:



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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.

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 attorneys' fees.

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 are enforceable by the parties and their representatives, heirs, and permitted assigns. Any rights given or duties imposed upon the estate of the deceased party shall inure to the benefit of and be binding upon the fiduciary of such decedent's estate in his fiduciary capacity.

VENUE:

The venue of any action arising from this Agreement shall lie exclusively in the Circuit Court in the City and State of Owner's and/or Agent and/or Operator's residence and both parties shall submit to the jurisdiction of such court.

SUPPLEMENTAL CLAUSES/CONDITIONS:

Charter hire is subject to state sales tax. Charter hire is responsible for any and all fuel consumed. This includes all fuel used from time the yacht leaves her home dock until the time of her return to the home dock. Calculations of fuel consumed (expected) can be supplied by the captain at charter's end.

IN WITNESS WHEREOF, parties hereto have hereunto set their hands and seals the day and year first below written. CREDIT CARD AUTHORIZATION FORM

Charterer or/and guests authorize owner and/or Agent and/or Operator to charge the credit card pictured below for the total amount due for the Yacht Rental plus any applicable fees and or damages.

PERSONAL WATERCRAFT RENTAL and YACHT CHARTER OPERATIONS RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT.

EXPRESS ASSUMPTION OF RISK ASSOCIATED WITH USE OF PERSONAL WATERCRAFT and RELATED ACTIVITIES

I, 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 (e.g. Vessel) or non-motorized (e.g. tubes, wakeboards) and related water sport activities to which I am about to engage, including but not limited:



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

1. Changing water flow, tides, currents, wave action and ship's wakes.
2. Collision with any of the following: other participants, the watercraft, other watercraft and man-made or natural objects, shuttle boats.
3. Wind shear, inclement weather, lighting, variance and extremes of wind, weather and temperature.
4. Changes in my sense of balance, physical coordination, ability to operate equipment, swim and/or follow directions.
5. Collision, capsizing, sinking or other hazard which results in wetness, injury, exposure to elements, hypothermia and/or drowning, impact of the body upon water, injection of water into my body orifices and/or drowning.
6. The presence of insects and marine life forms.
7. Equipment failure or operator error.
8. Heat or sun related injuries, illness including sunburn, sunstroke or dehydration.
9. Fatigue, chill and/or dizziness that may diminish my/our reaction time and increase the risk of accident.
10. I specifically acknowledge that I have read, understand and agree to abide by the Personal Watercraft Operational instructions at all times and that I have been trained in the use of watersport equipment in the past and to my complete satisfaction and I am physically/mentally able to participate in the water sport activities to 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.

Release of Liability, Waiver of Claims, and Indemnity Agreement

In considerations of being allowed to participate in the above-described activities, as well as the use of any of the facilities and the use of the equipment of the listed releases, I hereby agree as follows:

1. To waive and release any and all claims based upon negligence, active or passive, with the exception of international, wanton or willful misconduct that I may have in the future against all of the following named persons, entities, owners or agents herein referred to as releases.



SALTY BONITO CHARTERS
EST. 2024

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2. To release the releases, their officers, directors, employees, representatives, agents and volunteers and vessels from liability and responsibility whatsoever and for any claims or causes of action that I, my estate, heirs, executors, or assigns may have for personal injury, property damage, or wrongful death arising from the above whether caused by active or passive negligence of the releases or otherwise, with the exception of gross negligence. By executing this document, I agree to hold the releases harmless and indemnify them in conjunction with any injury or loss of life that may occur as a result of engaging in the above activities.

3. By entering into this Agreement, I am not relying on any oral or written representation or statements made by the releases, other than what is set forth in this Agreement.

I hereby declare that I am of legal age and am competent to sign this agreement or, if not that my parent or legal guardian shall sign on my behalf and that my parent or legal guardian is in complete understanding and concurrence with this agreement, I have read this agreement, understanding it, and I agree to be bound by it.

Chartered Vessel make, model and size: _____

Charterer name (Primary Guest): _____

Signature: _____

Phone number: _____

E-mail: _____

Date of this agreement: ____/____/____

Charter duration: _____

START TIME of your charter: _____

END TIME of your charter: _____

CHARTER PRICE (itemized): _____



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I, the CHARTERER, was informed about my obligation to hire and secure a master/crew and I have chosen the following for my charter, after doing my due diligence (please select):

- Edwin J. Velazquez
- April D. Reyes Sanders

Crew's fee (Gratuity is NOT INCLUDED) to be paid directly to crew: _____

Miscellaneous charges paid by charterer: _____

TOTAL PAID (itemized): _____

Extended hourly rate: _____

I, the CHARTERER, acknowledge that by signing this agreement I am able, but not obligated, to pay whatever money is owed to the captain and crew through the charter operators and they, in turn, will pay them acting as my agents, with the sole purpose of convenience towards myself and my guests.

PASSENGERS – Name, phone number, and signature (CHARTERER DOES NOT SIGN HERE) We have read this agreement, understanding it, and I agree to be bound by it:

- 1) _____
- 2) _____
- 3) _____
- 4) _____
- 5) _____
- 6) _____

I, the CHARTERER, have inspected the vessel:

Before charter starts: _____

After charter ends: _____