

The Catamaran Company will automatically charge your credit card on file for advance payments. Please contact us at least 5 days prior to your next payment if additional credit card information needs to be submitted. If preferred payment is by check, please contact us prior to your next payment. Late fee of \$50.00 will be applied for payments not received by due date.

1. DELIVERY.

The Catamaran Co. shall turn over the yacht to Charterer, staunch, clean and in full commission, ready for service. Acceptance of the yacht at that time by the Charterer constitutes full performance and compliance with all obligations and warranties of The Catamaran Co. The Catamaran Co. may allow credit, pro rata, of charter fees covering periods of delay in delivery but should it be impossible for The Catamaran Co. to make delivery as stipulated through causes beyond its control, or substitute a yacht of similar layout, and should such delivery not be made within 24 hours thereafter, then this agreement may be cancelled by the Charterer and any charter fee paid in advance shall be returned to the Charterer. Should the Charterer not be present or not ready to accept delivery of the yacht for whatever reason at the specified time and place, The Catamaran Co. reserves the right to reset the time of delivery within a 24 hour period thereafter.

2. ACCIDENTAL DEATH AND INJURY.

The Catamaran Co. strictly prohibits the use or consumption of illegal drugs. The consumption of alcohol may increase the risk of injury around water and boats and you and your passengers accept that risk. The Catamaran Co., its subsidiaries, employees, officers, directors, affiliates and agents (The Catamaran Co.) shall be held harmless from any and all claims or liability for personal injury or death arising from or related to, directly or indirectly, the use or consumption of alcohol or drugs, even if the personal injury or death is caused in whole or in part by the negligence of The Catamaran Co.. This shall in no way limit or diminish The Catamaran Co.'s accountability for its negligence where the personal injury or death does not arise from or relate to, directly or indirectly, the use or consumption of alcohol or drugs.

3. SKIN DIVING AND SWIMMING.

The Catamaran Co., the yacht owner and the insurance underwriters shall not be held liable for accidents, injuries or death due to swimming, windsurfing, kayaking or the use of snorkels, masks or allied equipment such as scuba equipment and sailboards.

4. RUNNING EXPENSES.

The Charterer agrees to pay any additional running expenses during the term of the charter which have not been prepaid as part of the charter package. Such additional running expenses may include, but are not limited to food and other consumable stores, pilotage, port charges, (cruising taxes and park permits), customs and provisions and supplies for the Charterer and their party. Fuel is not included and guests must return the boat fully fueled.

5. HAZARDOUS AREAS.

Sailing in those areas designated by The Catamaran Co. as hazardous is strongly discouraged and the charterer assumes sole responsibility for all injury and damages resulting directly or indirectly therefrom. Any sailing in such areas shall result in the forfeiture of the coverage of the CDW insurance.

6. REDELIVERY.

The Charterer shall surrender the yacht at the expiration of the charter at the release port specified, free and clear of any indebtedness and liens whatsoever and in condition and clean state as when delivered, fair wear and tear from ordinary use excepted and having properly cleared customs. The Charterer is responsible for allowing sufficient time for unforeseen contingencies to permit the return of the yacht at the stated time. Should the Charterer not make redelivery of the yacht at the time and place herein before stipulated for any cause, other than that occasioned by an occurrence beyond the Charterer's control, the Charterer shall pay a charter fee pro rata for the time that such delivery is delayed plus any losses that The Catamaran Co. or the yacht owner may sustain due to the delayed delivery. The Charterer shall surrender the vessel's equipment in as good a condition as delivered, fair wear and tear excepted.

7. RESTRICTED USE.

The yacht shall be employed exclusively as a pleasure vessel for the sole and proper use of the Charterer, his or her family, guests and employees and agents, 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 of any other government within the jurisdiction of which the yacht may be at the time and shall comply with the law in all other respects. No night sailing is permitted in The British Virgin Islands, Bahamas and Florida. Any expenses or sums incurred by virtue of paragraphs 4,5, and 6 shall be repaid to The Catamaran Co. at the completion of the charterer.

8. NON ASSIGNMENT.

The Charterer shall not assign this agreement or subcharter the yacht without the prior written consent of The Catamaran Co.

9. COMPETENCY.

The Charterer certifies that he/she is experienced and competent in the handling and operation of inboard auxiliary powered sailing craft of the general type and size as the yacht herein chartered and that the Charterer has also had a sufficient practical knowledge of seamanship, piloting and Rules of the Road. The Charterer shall not delegate any of these duties to any person not equally qualified. The Catamaran Co. may in its sole discretion verify the Charterer's competency at the time of the charter. Should the Charterer be deemed less than fully competent by The Catamaran Co. in its sole discretion, The Catamaran Co. may provide for the Charterer, at the Charterer's expense, a hired hand to assist the Charterer in achieving competency. Should a hired hand be unavailable The Catamaran Co. may restrict the Charterer's use of the yacht to the charter party's occupancy of it at The Catamaran Co.'s dock until a suitable hired hand has become available. The Charterer acknowledges that The Catamaran Co. does not independently investigate the competency of any Charterer to sail otherwise but relies solely and exclusively on the resumes provided. The Charterer further acknowledges that The Catamaran Co. in its sole discretion may refuse to receipt a yacht for sailing but this exercise of discretion shall in no way be construed as an acknowledgment of or determination of the competency for sailing of the Charterer's crew or the assumption of any liability for loss or damages incurred as a result of sailing, for which the Charterer assumes sole responsibility.

10. CREW.

The Catamaran Co. shall provide a competent skipper/guide for the Charterer if so requested. Although the Charterer shall exercise control over the yacht, the Charterer shall depend upon the crew for the safe navigation of the yacht and shall abide by the judgments of the crew as to sailing, weather, anchorages and pertinent matters. The Charterer shall not have the authority to discharge the crew without prior consent from The Catamaran Co.

11. SLEEPABOARD.

A Sleepaboard is considered confirmed once payment has been made and confirmation received in writing by guest. If you have a confirmed Sleepaboard and must cancel, you must do so within 72 hours of commencement, otherwise the payment is non-refundable.

12. MISCELLANEOUS.

In any proceeding to enforce the terms of this Agreement, the prevailing party shall recover from the other costs that may be incurred, including any fees and costs associated with court ordered mediation and arbitration or appellate proceedings. No representations or warranties not set forth herein have been offered to or made to any party as an inducement into this Agreement and all negotiations are merged herewith. This Agreement shall be construed and interpreted in accordance with the laws of the state of Florida, with the exception of any admiralty or maritime claims which shall be construed under the maritime, admiralty laws of the United States including the International Convention on Limitation of Liability for Maritime Claims 1976 as in effect. The venue for any proceedings hereunder shall lie in Broward County, Florida or the United States District Court for the Southern District of Florida.

Fuel is not included in the charter fee. Upon return of your yacht, charterer is required to refuel the yacht. If yacht is equipped with air conditioning/generator, a fee will be incurred to use the air conditioning. The customer must decline the charge if the charterer wishes not use this option. Trip cancellation insurance must be declined within 30 days of reservation. If not declined the Trip insurance is automatically charged on charterers invoice and cannot be removed. Cruising Taxes and Dinghy Damage Wavier is payable at the base. If credit card is the form of payment at the base, credit card fees applies.

Boat Name: _____ Boat Type: _____ Charter Dates: _____

Total number of people on boat: _____

Printed Name: _____ Date: _____

Charterer Signature: _____