

Place and Date: Ecuador - 28/06/2019

Between the Undersigned Parts it has been Agreed as Follow:



Charterer name: Scott Rechler
Address:

Travel Agency: Lisa Lindblad Travel Design
Name: Lisa Lindblad
Address: 27 East 95th Street, #5W
New York, NY 10128

CHARTER DETAILS

Name of the vessel:	M/C GALAPAGOS ELITE	I.M.O	9884722
Type:	MOTOR CATAMARAN	Length:	37.5 mt
Flag:	Ecuador	Hrs. on the:	12:00 AM of Dec. 26, 2020
Charter Period:	Dec 26, 2020 - Jan 02, 2021	Hrs. on the:	10:00 AM of Jan, 02, 2021
Place of Arrival:	San Cristobal	Place of Departure:	San Cristobal
Max number sleeping guests:	15	Cruising Area:	Galapagos
Crew consisting of:	11		
Charter Includes:	<ul style="list-style-type: none">- Yacht Accommodations- Tailored menu according to Preference sheet- All Excursion Approved By the GNP- Use of wet suits, Snorkel equipment and Kayaks- Crew- Airport Assistance- The Deluxe Program which includes 3 Explorer Activities		
	Charter does not Include:	<ul style="list-style-type: none">- Round trip airfare to/from Galapagos (Commercial flight ticket must be issued by the operator. A penalty of \$500 p will be applied in case is not booked through us)- Alcoholic beverages- \$100 p Galapagos National Park entrance tax- \$20 p p Transit Card- Personal Expenses- Health and Travel Insurance- Extra expenses- Crew gratuity- Satellite Internet Service	

ITINERARY DETERMINED BY THE GALAPAGOS NATIONAL PARK: A

SAT 26	AM: Arrive to San Cristobal PM: El Junco Lagoon
SUN 27	AM: North Seymour PM: Santa Cruz: Dragon Hill
MON 28	AM: Isabela: Tintoreras - Sierra Negra Volcano PM: Arnaldo Tupiza breeding centre -
TUE 29	AM: Isabela: Moreno Point - PM: Urbina Bay
WED 30	AM: Fernandina: Espinoza Point - Isabela: PM: Vicente Roca Point
THU 31	AM: Rabida Island - PM: Bartholomew
FRI 01	AM: San cristobal: Witch Hill - PM: Lobos Island
SAT 02	AM: San Cristobal Interpretation Center - Airport

* This Itinerary is subject to change due to weather conditions or National Park Directives.
The captain may deviate from the published itinerary for any reason he deems advisable.

CHARTER FEE AND PAYMENT INSTRUCTION

CHARTER RATE: \$162,000 (one hundred sixty-two thousand dollars)
Plus: Advance Provisioning Allowance \$32,400 USD
FIRST INSTALMENT: \$81,000 USD Upon contract Signature
SECOND INSTALMENT: \$81,000 USD + Apa Balance \$32.400 (Total of: \$113,400 USD) Due date: Sept 26, 2020
THIRD INSTALMENT: n/a

BANK DETAILS

Bank Name:		Beneficiary Name:	
Swift Code/ABA		Beneficiary Account number:	
Bank address:			

SIGNATURES

Galapagos Luxury Charters accept the clauses on this contract. Signed and legible Facsimile/Scan copies of this Agreement.

MR/S. Scott Rechler
CHARTERER
Date: 06/28/2019

MRS. Lisa Lindblad
Lisa Lindblad Travel Design
Date:

MRS. Stephanie Saman
Galapagos Luxury Charters
Date:

SPECIAL CONDITIONS

1. Scanned and emailed copies of this agreement are binding
2. The use of personal water sports gear is at the operator's sole risk and is only permitted in the designated areas by the Galapagos National Park administration.
3. Funds to be paid in full, inclusive of bank charges.
4. Crew gratuities are customary but at the charterers discretion
5. Any state, local and regional tax will be at the charterer's expense
6. If the vessel is not in full running order by the time of this charter all funds will be refunded by the owner
7. The owner will not cancel the charter in any case for personal use of the yacht
8. Itinerary may be subject to change by the GNP
9. Basic Internet when available is included and all other communication costs are for the charterer's account.
10. The Broker and the client must be aware that the YACHT operates within the "GALAPAGOS NATIONAL PARK AND THE MARINE RESERVE AREA" and that all regulations must be followed during the charter according to the special law of the archipelago.
11. The Broker and the client understands that the YACHT is register under an Ecuadorian Flag, therefore any litigation, claim Or legal action that shall arises, shall be construed in accordance with jurisdiction laws of the REPUBLIC of ECUADOR.
12. Included in the charter fee are:
 - a) Yacht Accommodations
 - b) Tailored menu according to Preference sheet
 - c) All Excursion Approved By the GNP
 - d) Use of wet suits, Snorkel equipment and Kayaks
 - e) Crew
 - f) Airport Assistance
 - g) The Deluxe Program which Includes 3 Explorer Activities.
13. Not included:
 - h) Round trip airfare to/from Galapagos (Commercial flight ticket must be issued by the operator. A penalty of \$50p.p will be applied in case is not booked through us)
 - i) Alcoholic beverages
 - j) \$100p.p Galapagos National Park entrance tax
 - k) \$20 p.p Transit Card
 - l) Personal Expenses
 - m) Health and Travel Insurance
 - n) Extra expenses
 - o) Crew gratuity
 - p) Satellite Internet Service



CLAUSE 1, AGREEMENT TO LET AND HIRE

The YACHT OPERATOR / YACHT CHARTER OPERATOR agrees to let the Vessel to the CHARTERER / CHARTERING AGENCY and not to enter into any other Agreement for the Charter of the Vessel for the same period.

The CHARTERER / CHARTERING AGENCY agrees to hire the Vessel and shall pay the Charter Fee in accordance to the payment policies on clause(7) RESERVATION AND PAYMENTS, on the dates and to the Account specified in this Agreement.

CLAUSE 2, DELIVERY

The YACHT OPERATOR / YACHT CHARTER OPERATOR, shall at the beginning of the Charter Period deliver the Vessel free of encumbrance to the Place of Delivery in compliance with its flag state requirements and the Galapagos National Park the CHARTERER / CHARTERING AGENCY shall take delivery in full commission and working order. The Vessel shall be insured, seaworthy, clean, in good condition throughout and ready for service, with full equipment, including up-to-date safety and lifesaving equipment (including life-jackets for children if any are carried in the CHARTERER / CHARTERING AGENCY's Party), as required by the Vessel's registration authority and fitted out as appropriate for a Vessel of her size and type and enabling the CHARTERER / CHARTERING AGENCY to use the Vessel. The YACHT OPERATOR / YACHT CHARTER OPERATOR does not warrant her use and comfort in bad weather conditions for all cruises or passages within the Cruising Area.

CLAUSE 3, CRUISING AREA

- a) The CHARTERER / CHARTERING AGENCY is aware and understands that the vessel is an Ecuadorian Flag Yacht operating in a national park and marine reserve area where special laws for conservation are enforced.
- b) The CHARTERER / CHARTERING AGENCY shall restrict to the cruising itinerary of the Vessel, within the Cruising Area and within regions in the Cruising Area in which The Vessel is legally permitted to cruise and performed the activities approved by the Galapagos National Park on each visiting site within the vessel's itinerary. The CHARTERER / CHARTERING AGENCY shall also understand that most navigations within the itinerary will be done by night to an average of six (6) hours per passage, unless the Captain, at his sole discretion, agrees to exceed this time.

CLAUSE 4, MAXIMUM NUMBER OF PERSONS - RESPONSIBILITY FOR CHILDREN - HEALTH OF THE CHARTERER / CHARTERING AGENCY'S PARTY

- c) The CHARTERER / CHARTERING AGENCY shall not at any time during the Charter Period permit more than the Maximum Number of Guests Sleeping or Cruising on Board plus, at the sole discretion of the Captain, a reasonable number of visitors whilst the Vessel is securely moored in port or at anchor, or as permitted by the appropriate authority.
- d) If children are taken on board, the CHARTERER / CHARTERING AGENCY shall be fully responsible for their conduct and entertainment and no member of the crew shall be held responsible for their conduct or entertainment.
- e) The nature of a charter may render it unsuitable for anybody with physical disability or undergoing medical treatment. By signature of this Agreement the CHARTERER / CHARTERING AGENCY warrants the medical fitness of all members of the CHARTERER / CHARTERING AGENCY's Party for the voyage contemplated by this Agreement.

CLAUSE 5, CAPTAIN'S AUTHORITY AND RESPONSIBILITIES

The YACHT OPERATOR / YACHT CHARTER OPERATOR shall ensure that the Captain shows the CHARTERER / CHARTERING AGENCY the same attention as if the CHARTERER / CHARTERING AGENCY were the YACHT OPERATOR / YACHT CHARTER OPERATOR. The Captain shall comply with all reasonable orders given to him by the CHARTERER / CHARTERING AGENCY regarding the management, operation and movement of the Vessel, wind, weather and other circumstances permitting. The Captain shall not, however, be bound to comply with any order which might result in the Vessel moving to any port or place that is not within the Yacht's Itinerary.



CLAUSE 6, OPERATING COSTS

The CHARTERER / CHARTERING AGENCY Fee includes the charter of the vessel with all its equipment in working order: tools, stores, cleaning materials and basic consumable stores for engine room, deck, galley and cabins, laundry of the ship's linens, the crew's wages, uniforms and crew's food, the insurance of the vessel and crew as per clause 9 on this agreement.

CLAUSE 7, CANCELLATION BY CHARTERER / CHARTERING AGENCY & CONSEQUENCES OF NON-PAYMENT DEFAULT OF PAYMENT OR FAILURE TO PAY

181 days and more - 10% cancellation fee applies
180 days to 151 days prior Charter date - 20% cancellation fee will apply
150 days to 91 days prior Charter date - 30% cancellation fee will apply
90 days prior charter departure date - full cancellation fees apply

CLAUSE 8, CANCELLATION BY YACHT OPERATOR / YACHT CHARTER OPERATOR

- g) If prior to the commencement of the Charter Period as set out in Page One of this Agreement, the YACHT OPERATOR / YACHT CHARTER OPERATOR tenders notice of cancellation via the intermediary and if the cancellation is by reason of force majeure, the remedy in (h) below shall apply.
- h) If by reason of force majeure the YACHT OPERATOR / YACHT CHARTER OPERATOR fails to deliver the Vessel within forty-eight hours or a period equivalent to one-tenth(1/10th) of the Charter Period, to the Place of Delivery, whichever period is the shorter from the due time of delivery, the CHARTERER / CHARTERING AGENCY shall be entitled to treat this Agreement as terminated. The CHARTERER / CHARTERING AGENCY's exclusive remedy will be to receive immediate repayment without interest of the full amount of all payments made by him under the terms of this Agreement. Alternatively, if the parties mutually agree, the Charter Period shall be extended by a time equivalent to the delay or postponed to a mutually agreed time.
- i)In this Agreement 'force majeure' means any cause directly attributable to acts, events, non-happenings, omissions, accidents or Acts of God beyond the reasonable control of the YACHT OPERATOR / YACHT CHARTER OPERATOR, the Crew, or the CHARTERER / CHARTERING AGENCY (including, but not limited to, strikes, lock-outs or other labor disputes, civil commotion, riots, acts of terrorism, blockade, invasion, war, fire, explosion, sabotage, storm, collision, grounding, fog, governmental act or regulation, contaminated fuel, major mechanical or electrical breakdown beyond the Crew's control and not caused by lack of maintenance and/or YACHT OPERATOR / YACHT CHARTER OPERATOR's or Crew's negligence). Crew changes and shipyard delays not attributable to the aforementioned causes, do not constitute force majeure.
- j) If the cancellation is for any reason, other than force majeure, the CHARTERER / CHARTERING AGENCY shall be entitled to immediate repayment without interest of the full amount of all payments made by him under the terms of this Agreement.

CLAUSE 9, USE OF THE VESSEL

The CHARTERER / CHARTERING AGENCY shall comply, and shall ensure that the Guests comply, with the laws and regulations of the Galapagos National Park and Marine Reserve where the Vessel shall cruise during the course of this Agreement.

The CHARTERER / CHARTERING AGENCY shall ensure that no pets or other animals are brought on board the Vessel.

The CHARTERER / CHARTERING AGENCY shall ensure that the behavior of the CHARTERER / CHARTERING AGENCY and his Guests shall not cause a nuisance to any person or bring the Vessel into disrepute. The Vessel is not to be used for commercial photo or film shoots of any nature, unless by written permission from the YACHT OPERATOR / YACHT CHARTER OPERATOR.

The CHARTERER / CHARTERING AGENCY and Guests shall afford the Crew due respect at all times. No Crew member shall be subjected to any type of harassment, sexual or otherwise, by the CHARTERER / CHARTERING AGENCY or Guests at any time during the Charter Period.

Unless otherwise agreed, smoking shall be restricted to the exterior areas of the Vessel designated by the Captain.

The Captain shall promptly draw the CHARTERER / CHARTERING AGENCY's attention to any infringement of these terms by himself or his Guests, and if such behavior continues after this warning, the Captain shall inform the YACHT OPERATOR / YACHT CHARTER OPERATOR or Stakeholder, and the YACHT OPERATOR / YACHT CHARTER OPERATOR may, by notice in writing given to the CHARTERER / CHARTERING AGENCY, terminate this Agreement.

If the CHARTERER / CHARTERING AGENCY or any of the Guests shall commit any offence contrary to the laws and regulations of the Galapagos National Park and Marine Reserve causing the Vessel being detained, fined or imprisoned, CHARTERER / CHARTERING AGENCY shall indemnify the YACHT OPERATOR / YACHT CHARTER OPERATOR against all loss, damage and expense incurred by the YACHT OPERATOR / YACHT CHARTER OPERATOR as a result, and the YACHT OPERATOR / YACHT CHARTER OPERATOR may, by notice to the CHARTERER / CHARTERING AGENCY, terminate this Agreement forthwith.

The Vessel operates a zero tolerance policy and the possession or use of any illegal drugs or any weapons (including firearms) is strictly prohibited on board the Vessel. Failure to comply shall be sufficient reason for the YACHT OPERATOR / YACHT CHARTER OPERATOR to terminate the Charter forthwith without refund or recourse against the YACHT OPERATOR / YACHT CHARTER OPERATOR, Intermediary(s).

CLAUSE 10, INSURANCE

Throughout the period of this Agreement the YACHT OPERATOR / YACHT CHARTER OPERATOR shall insure the Vessel with first-class insurers against all customary risks for a Vessel of her size, value, and type on cover no less than is provided under Institute Yacht Clauses 1.11.85 or other recognized terms extended to provide Permission to Charter and to cover Third Party liability, together with liabilities arising from the use by the CHARTERER / CHARTERING AGENCY and other competent person(s) authorized by him of personal water sports gear, including snorkel, kayaks and other similar as well as Paddleboards, dinghies, surfboards or other water-sports equipment carried by the Vessel.

The insurance shall also cover War, Strikes, and Pollution and include insurance of Crew against injuries and/ or Third Party liabilities incurred during the course of their employment.

- k) The CHARTERER / CHARTERING AGENCY shall remain liable for any loss, damage or liabilities arising from any act or negligence of the CHARTERER / CHARTERING AGENCY or his Guests and not recoverable by the YACHT OPERATOR / YACHT CHARTER OPERATOR under his insurance.
- l) All such insurances shall be on such terms and subject to such excess (deductible) as are customary for a vessel of this size, value, and type.
- m) The CHARTERER / CHARTERING AGENCY should carry independent insurance for Personal Effects whilst on board or ashore and for any Medical or Accident expenses (including emergency transport evacuation) incurred.
- n) The CHARTERER / CHARTERING AGENCY should be aware that neither CHARTERER / CHARTERING AGENCY's Liability Insurance nor Cancellation and Curtailment Insurance are included in this Agreement.