

RECREATIONAL BAREBOAT CHARTER AGREEMENT

Name of Vessel: _____ Allegra _____ Length: _____

Type: _____ Azimut _____ Port of Registry or Official Number: _____ Miami _____

Flag: _____ US _____

This Charter Agreement ("Agreement") is entered into this date _____ by and between the undersigned parties.

COMPAN/ Owner: UNIQ Miami LLC

CHARTERER: _____

(Address)

(City, State, Zip)

Tel: _____ Email: _____

CHARTER PARTICULARS

CHARTER PERIOD: From: _____

To: _____

PLACE OF DELIVERY: _____

PLACE OF RE-DELIVERY: _____

CRUISING AREA: _____

Maximum Number of Overnight Guests Sleeping () and Cruising () on board.

Crew Consisting of: _____

CHARTER HIRE FEE: _____ USD

GRATUITY: _____ USD

ADDITIONAL CHARGES: _____ USD

Note: The Reservation Confirmation is made a part of this Charter Agreement.

1. Agreement to Let and Hire

- 1.1. The COMPANY agrees to charter the Vessel to the CHARTERER and not to enter into any other Agreement for the charter of the Vessel for the same period.
- 1.2. The CHARTERER agrees to hire the Vessel and shall pay the Vessel's Charter Hire Fees, Delivery/Redelivery Fee, the Security Deposit (if any) and any other agreed charges, in cleared funds, on or before the dates and to the Account specified in this Agreement as set forth on Page 1 of the is Agreement and any Addendum executed by both the COMPANY and the CHARTERER.
- 1.3. **Reservation and Deposit.** The minimum primary deposit is 50% of total cost unless otherwise noted on the Reservation Confirmation. The charter reservation is not confirmed and COMPANY is not obligated to provide the Vessel until the deposit has been paid in cleared funds and the executed Reservation Confirmation has been received by the COMPANY.
- 1.4. **Payments and Charges.** Payment, including any Security Deposit, is due in full 7 business days prior to the Charter Period. CHARTERER must provide COMPANY with a final guaranteed guest count 7 days prior to the Charter Period as the guest count will be the basis for the minimum charge for the charter. Failure to provide a guest count will result in a higher minimum charge.
 - 1.4.1. Payments in excess of \$10,000 USD must be delivered to COMPANY by wire only.
- 1.5. **Cancellation Policy.** Once the CHARTERER has paid the deposit and provided a signed Reservation Confirmation accepted by COMPANY, the COMPANY shall reserve the Vessel for the dates and times specified. COMPANY will not book a conflicting charter during the Charter period. For these reasons, COMPANY has a cancellation policy as follows: (a) in the event the COMPANY receives written notice of cancellation from CHARTERER 120 days or more before the commencement date of the Charter Period, COMPANY will refund an 50% of the deposit less a 7.5% service charge; (b) in the event the COMPANY receives a written cancellation notice less than 120 days but more than 24 hours prior to the commencement of the Charter Period, COMPANY will refund an amount equal to 25% of the deposit less a 7.5% service charge; (c) Any deposits provided to the COMPANY less than 24 hours prior to commencement of the Charter are non-refundable.

2. Delivery

- 2.1. At the beginning of the Charter Period, the COMPANY shall deliver the Vessel to the Port of Delivery and the CHARTERER shall take delivery of the Vessel in full commission and working order, seaworthy, clean, in good condition throughout with tanks filled and ready for service, with all equipment required by the U.S. Coast Guard and Vessel's flag state,

including up-to-date safety and life-saving equipment (including life-jackets for children if any are included in CHARTER's Party).

2.2. The Vessel shall be fitted out as appropriate for a Vessel of her size and type as required to operate in the Cruising Area in which this Charter takes place and enabling CHARTERER to use the Vessel as set out in this Agreement.

2.3. The COMPANY does not warrant the Vessel's use and comfort in bad weather conditions for all cruises or passages within the Cruising Area.

2.4. If the CHARTERER desires, as a part of this charter, CHARTERER may request a survey of the Vessel at CHARTERER's expense to take place before the charter and again at the end of the charter to assess Vessel condition, or CHARTERER may waive this right to survey. CHARTERER shall request CHARTERER's right to survey in writing at the time of signing this Charter Agreement

2.5. The CHARTERER shall inspect the Vessel before beginning the charter and must notify the COMPANY in writing if there is any complaint or visible defect as to the condition, equipment or accommodations of the vessel.

2.6. CHARTERER and Guests may begin boarding 15 minutes before the scheduled departure per the Reservation Confirmation.

3. **Re-Delivery.** The CHARTERER shall re-deliver the Vessel to the COMPANY at the Port of Re delivery free of any debts incurred for the CHARTERER's account during the Charter Period and in as good a condition as when the delivery was taken, except for fair wear and tear arising from ordinary use. If CHARTERER wishes, the CHARTERER may re-deliver the Vessel to the Port of Re-delivery and disembark prior to the end of the Charter Period, but such early re-delivery shall not entitle CHARTERER to any refund of the Vessel Hire Fee.

3.1. The Vessel is expected to be returned to the dock at the Re-delivery location at least 15 minutes prior to the scheduled end time of the Charter Period and for CHARTERER and guests to use that time to disembark the Vessel. Should CHARTERER and/or guests not disembark by the end of the Charter Period, COMPANY reserves the right to charge an overtime fee as per the Reservation Confirmation.

3.2. Reposition or remote dock fees, if applicable, are the responsibility of the CHARTERER and are based on the size of the Vessel, fuel costs, and distance traveled to remote docking location. Docking fees for repositioned vessels are mandatory and non-negotiable.

4. **Cruising Area.** The CHARTERER shall restrict the cruising of the Vessel to the Cruising Area designated on Page 1 of this Agreement and to regions within the Cruising Area in which the Vessel is legally permitted to cruise.

5. **Maximum Number of Persons - Responsibility for Children - Health of Charterer's Party.**

5.1. The CHARTERER shall not, at any time during the Charter Period, permit more than the Maximum Number of Guests sleeping or cruising on board as provided in Page 1 hereof.

5.2. If children are taken on board, the CHARTERER shall be fully responsible for their conduct,

entertainment and safety.

- 5.3. The nature of a charter may render it unsuitable for anybody with physical disability or undergoing medical treatment. By signature on this Agreement CHARTERER warrants the medical fitness of all members of the CHARTERER's party for the voyage contemplated by this Agreement. The CHARTERER and CHARTERER's party undertake to have all necessary visas and vaccinations for any countries to be visited.

6. Charterer's Authority and Responsibilities.

- 6.1. This is a Demise Charter Agreement as defined and described under U.S. Maritime Law. Therefore, it is mutually agreed to by the Parties that the full possession and control of the Vessel is transferred to the CHARTERER for the Charter Period. The CHARTERER will furnish its own crew and is responsible for operating expenses for the term of the Charter Period. COMPANY shall provide a list of qualified Captains should CHARTERER so request.
- 6.2. If the CHARTERER chooses to utilize the services of a Captain, the CHARTERER shall remain responsible for the operation and management of the Vessel, except for the safe navigation of the Vessel, which shall be the responsibility of that Captain, and the CHARTERER shall abide by the Captain's judgment for vessel safety in regard to sailing, weather, anchorages, and other pertinent matters.

7. Captain's Authority

- 7.1. If the CHARTERER is to operate the Vessel, the CHARTERER certifies that CHARTERER is experienced, licensed (if applicable), and competent in the handling and operation of a Vessel of the type and size named in this Agreement and that CHARTERER has sufficient practical knowledge of seamanship, piloting, and Rules-of-the-Road to properly exercise full authority over the Vessel. If the CHARTERER does not have a qualified captain and crew, we have provided a list of qualified captains to select if the CHARTERER desires as a courtesy.
- 7.2. If the CHARTERER does not have a qualified captain and crew, we have provided a list of qualified captains to select if the CHARTERER desires as a courtesy.

The CHARTERER have chosen the following Captain for my charter (required):

- ☐ Kevin Borges
 - ☐ Joseph Corujo
 - ☐ Tiago Lopez
 - ☐ Matias Lopez
 - ☐ Kristian Maurrase
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The CHARTERER have chosen the following Crew for my charter (required):

- ☐ Renata Klevetova
 - ☐ Maša Brajdić
 - ☐ Carolina Martinez
 - ☐ Siobhan Fennessy
 - ☐ Krystal Figueroa
 - ☐ Aida Babaeva
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7.3. CHARTERER agrees that CHARTERER will not allow the Vessel to be operated by any person not qualified to do so during the Charter Period.

7.4. The CHARTERER shall direct the general course of the voyage, operation and movement of the Vessel, winds, weather, and other circumstances permitting. However, the Captain shall not be bound to comply with any order or request which, in the reasonable opinion of the Captain, could result in the Vessel moving to any port or place that is not safe or proper.

8. **Expenses and Operating Costs.** The CHARTERER shall be responsible for the operating costs, as specifically defined as all fuel costs for the Vessel, its tenders and all watersports equipment; all harbor, pilot and divers' fees; customs formalities; water; electricity; national or local taxes as applicable; food and beverages; personal laundry; and communications costs, for the entire Charter Period for CHARTERER, CHARTERER's Guests, and retained Captain and Crew, if any.

8.1. The Reservation Confirmation is billed to the CHARTERER's credit card on file with estimated fuel charges based on a predetermined itinerary or excursion. If the

CHARTERER operates the vessel at excessive speed or the itinerary changes, additional fuel costs may apply and will be billed to the credit card on file.

9. Delay in Delivery or Failure to deliver.

9.1. **Company's Delay in Delivery.** If by reason of *force majeure* (as defined in Section 17.A.), the COMPANY fails to deliver the Vessel to the CHARTERER at the Port of Delivery at the commencement of the Charter Period, COMPANY shall not be in default of this Agreement so long as the delivery is made with forty-eight (48) hours of the scheduled commencement date. In such an event, the COMPANY shall pay to the CHARTERER a refund of all payments made by the CHARTERER to the COMPANY at a pro rata daily rate, or if mutually agreed, the COMPANY shall allow a pro rata extension of the Charter Period.

9.2. **Company's Failure to Deliver as A Result of Force Majeure.**

9.2.1. If by reason of *force majeure*, the COMPANY fails to deliver the Vessel within forty eight (48) hours from the time of delivery, COMPANY shall be considered in default and the CHARTERER shall be entitled to treat this Agreement as terminated.

9.2.2. THE CHARTERER's exclusive remedy will be to receive repayment, without interest, of the full amount of all payments made by CHARTERER to the COMPANY.

9.2.3. Alternatively, if the Parties mutually agree, the Charter Period shall be extended by a time equivalent to the delay.

9.3. **Company's Failure to Deliver Other Than As a Result of Force Majeure.**

9.3.1. If the COMPANY fails to deliver the Vessel at the Port of Delivery at the commencement of the Charter Period, other than by reason of *force majeure*, the CHARTERER shall be entitled to treat this Agreement as repudiated by COMPANY.

9.3.2. The CHARTERER shall be entitled to repayment, without interest, of the full amount of all payments made by CHARTERER to COMPANY and shall, in addition to, be paid by the COMPANY as liquidated damages an amount equivalent to twenty-five (25%) of the Vessel Charter Hire Fee.

9.3.3. The Parties hereto expressly stipulate, acknowledge and agree that the liquidated damage provision preceding herein, as well as set forth below in the subparagraphs 9.4 and 9.5, represent a reasonable allocation of damages in circumstances where the same would otherwise be difficult, if not incapable, to ascertain.

9.4. **Cancellation by Company.** If prior to the commencement of the Charter Period as set out on Page 1 of this Agreement, the COMPANY tenders notice of cancellation the remedy in Section 9.3.2 above shall apply.

10. Delay in Re-Delivery.

- 10.1 If the re-delivery of the Vessel is delayed by reason of force majeure, re-delivery shall be effected as soon as possible. Thereafter, and in the meantime, the conditions of this Agreement shall remain in force, but without penalty or additional charge against CHARTERER.
- 10.2 If the CHARTERER fails to re-deliver the Vessel to COMPANY at the port of re-delivery due to intentional delay or change in itinerary, the CHARTERER shall pay forthwith to the COMPANY by direct wire transfer for such additional time at the daily charter rate plus forty percent (40%) of such daily rate until the Vessel is re-delivered at the agreed location, and CHARTERER shall also pay any additional necessary expenses incurred by COMPANY in effecting such delivery. If delay in re-delivery exceeds twenty-four (24) hours, the CHARTERER shall also be liable to indemnify the COMPANY for any loss or damage which the COMPANY shall suffer by reason of deprivation of the use of the Vessel, or cancellation of, or delay in delivery under any subsequent charter of the Vessel.

11. Breakdown or Disablement.

- 11.1 If, after delivery, the Vessel shall at any time be disabled by breakdown of machinery, grounding, collision or other cause so as to prevent reasonable use of the Vessel by the CHARTERER for a period between twelve (12) and forty-eight (48) consecutive hours or one-tenth (1/10th) of the Charter Period, whichever is shorter (and the disablement not brought about by any act or default of the CHARTERER), the COMPANY shall make a pro rata refund of all of the payments made by CHARTERER to the COMPANY for the period of disablement or, if mutually agreed, allow a pro rata extension of the Charter Period corresponding with the period of disablement.
- 11.2 If the CHARTERER wishes to invoke this clause CHARTERER shall give immediate notice in writing to COMPANY. The CHARTERER shall remain liable for normal expenses during the period of disablement. In the event of actual or constructive total loss of the Vessel or if the Vessel is disabled, as aforesaid, for a consecutive period of more than forty-eight (48) hours of the Charter Period, whichever is shorter, the CHARTERER may terminate this Agreement by notice in writing to the COMPANY.
- 11.3 As soon as practicable after such termination, all payments made by CHARTERER to COMPANY shall be repaid by COMPANY pro rata without interest for that portion of the Charter Period outstanding after the date and time on which the loss or disablement occurred. In the event of such termination, The CHARTERER may affect re-delivery by giving up possession of the Vessel where she lies.
- 11.4 The CHARTERER shall be entitled to recover from the COMPANY the reasonable cost of returning the Charter Party to the Port of Re-delivery in scheduled services together with reasonable accommodation expenses incurred.

11.5 Alternatively, after a consecutive period of disablement of more than forty-eight (48) hours of the Charter Period, whichever is shorter, and dependent on the nature and seriousness of the disablement, by mutual agreement the CHARTERER may elect to remain on board for the duration of the Charter Period and the CHARTERER will then have no further or additional claims against COMPANY.

12. Use of Vessel.

12.1 **Pleasure Use Limitation.** The CHARTERER agrees that the Vessel shall be used exclusively as a private pleasure Vessel and shall not transport cargo, nor engage in trade, nor violate any laws of jurisdictions where the Vessel may travel, including parks, sanctuaries and protected areas.

12.2 **Navigational Limits.** The Vessel shall not navigate beyond the navigational limits set forth in the Vessel's insurance policy without prior approval by the Vessel's insurer, with any additional premiums that may be due, paid by CHARTERER.

12.3 **Compliance With Laws.** The CHARTERER shall comply and shall ensure that the CHARTERER's guests comply with the laws and regulations of any country or state into whose waters the Vessel shall enter during the course of this Agreement.

12.3.1 If the CHARTERER or any of the CHARTERER's guests shall commit any offense contrary to the laws and regulations of any country or state which results in the Vessel being detained, arrested, seized or fined, the CHARTERER shall indemnify the COMPANY against all loss, damage and expense incurred by the COMPANY as a result and the COMPANY may, by notice to the CHARTERER terminate this Agreement forthwith.

12.3.2 CHARTERER shall be liable for the fines, penalties, damages and forfeitures as a result of the negligence or intentional acts of CHARTERER shall indemnify, hold harmless and defend COMPANY for such acts.

12.3.3 The COMPANY reserves the right to require security services for the Charter and to charge CHARTERER for such costs.

12.4 Pets, Smoking, Certain Footwear Require Company's Written Consent.

12.4.1 The CHARTERER shall ensure that no pets or other animals are brought on board the Vessel without the written consent of COMPANY.

12.4.2 Smoking is not permitted unless the COMPANY has designated areas for smoking on certain vessels.

12.4.3 High heels and certain types of footwear may be prohibited on certain vessels at the COMPANY's discretion.

12.5 **No Nuisance.** The CHARTERER shall ensure that the behavior of the CHARTERER and the CHARTERER's Guests shall not cause a nuisance to any person or bring the Vessel into disrepute.

13. Zero Tolerance for Drugs, Contraband and Weapons.

13.1 The use, transport or possession of illegal drugs or narcotics, or any other contraband, or the participation in any other unlawful activity, such as illegal gambling or the transport of undocumented persons, is strictly prohibited. No person under the age of 21 may be served, or consume alcoholic beverages.

13.2 The participation in any of these activities by any member or guest of the Charter Party constitutes a breach of the charter and shall be cause for immediate termination of the charter without refund of Vessel Hire Fee and additional payments made by CHARTERER.

13.3 It is also specifically understood that the possession or use of any weapons , including, but not limited to firearms, is strictly prohibited on board the Vessel and any failure to comply shall be sufficient reason for the COMPANY to terminate the Charter forthwith without refund or recourse against the COMPANY.

13.4 If applicable, any merchandise brought on board shall be cleared through customs before taken ashore.

14. **Non-Assignment.** The CHARTERER shall not assign this Agreement, sub-let the Vessel or part with control of the Vessel at any time.

15. **Insurance.**

15.1 The COMPANY shall ensure the Vessel is insured against all customary risks for a Vessel of her size and type with terms of said policy extended to provide permission to Charter under a Demise Charter Agreement and to cover third-party liability. Copies of all relevant insurance documentation shall be available for inspection by CHARTERER prior to the Charter on reasonable notice to COMPANY. Proof of such insurance shall be carried on board the Vessel.

15.2 The CHARTERER has the sole responsibility and duty to determine whether such insurance coverage and applicable deductibles are adequate and appropriate for CHARTERER's purposes and, if necessary, arrange for additional coverage, at least to the extent of covering liability not included in COMPANY's insurance, prior to commencement of the Charter.

15.3 If the CHARTERER chooses to arrange for separate or supplemental insurance in addition to the insurance provided, the same may be arranged with a marine insurance broker at CHARTERER's expense.

15.4 The CHARTERER is liable for such costs or losses as may be incurred for repairing damage caused by the CHARTERER or CHARTERER's Guests, either intentionally or through passive or active negligence to the Vessel or any third-party.

15.6 The CHARTERER shall be responsible for having independent insurance for personal effects while on board or ashore and for any medical accident expenses incurred other than as covered under the Vessel's policy of insurance. This Agreement excludes all liability for any accidents, injury or death due to swimming or diving or while boarding the Vessel upon return from the water. Additionally, the Agreement excludes all liability for injury of any kind or in any manner connected in any way to watersport activities,

including but not limited to, use of snorkels, paddle boards, kayaks, water skis, wind surfing equipment, yacht tenders, jet skis or other sports equipment whether or not provided or supplied by COMPANY or CHARTERER. The COMPANY's insurance policy does not include Protection and Indemnity coverage for CHARTERER.

15.7 A remote insurance binder fee may be required for a repositioned Vessel and will be stated on the Reservation Confirmation.

15.8 CHARTERER is aware and acknowledges that neither Cancellation and Curtailment Insurance, nor CHARTER's Liability Insurance is included in this Agreement.

16. **Security Deposit.** Unless otherwise provided on Page 1 of this Agreement, any required Security Deposit shall be held in the Client's Account on the COMPANY's behalf and may be used in, or towards, discharging any liability that the CHARTERER may incur under any of the provisions of this Agreement. To the extent that the Security Deposit is not so used, then it shall be refunded to CHARTERER without interest, within twenty-four (24) business hours after the end of the Charter Period, or the settlement of all outstanding questions, whichever occurs later.

16.1 CHARTERER shall be responsible for clean-up costs beyond the normal clean-up required as a result of CHARTERER's actions or actions of CHARTERER's guests. Additional clean up costs may be deducted from the Security Deposit.

17. Definitions.

17.1 **Force Majeure.** 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 COMPANY or the CHARTERER (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, for, governmental act or regulation, contaminated fuel, major mechanical or electrical breakdown beyond the COMPANY's control and not caused by lack of maintenance and or COMPANY's or Crew's negligence). Shipyard delays and crew changes do not constitute *force majeure* unless caused by governmental lockdown or regulations.

17.2 **Company and Charterer.** Throughout this Agreement, the terms COMPANY and CHARTERER and corresponding pronouns shall be construed to apply whether the COMPANY or CHARTERER is male, female, or corporate, singular or plural, as the case may be. For purposes of this Agreement, the terms COMPANY and CHARTERER shall be understood to mean the named company or individual, or any company owned or controlled by them including companies owned indirectly or via Trustees, any Director of such a company, beneficial owner, Nominee, or Agent.

18. **Salvage.** During the period of the Charter, the benefits, if any, from all derelicts, salvages and towages, after paying the crew's proportion, hire for the relevant period and expenses, shall be shared equally between the COMPANY and CHARTERER.

19. **Arbitration, Applicable Law & Venue.** Subject to the provisions herein contained and unless otherwise specified in the appropriate space on Page 1 of this Agreement, any dispute in connection with the interpretation and fulfillment of this Agreement shall be decided by, and in

accordance with, the rules and procedures of the American Arbitration Association, such arbitration to be held in Los Angeles, California, unless another place is mutually agreed upon by the Parties. The dispute shall be referred to a single arbitrator to be appointed by the Parties hereto. The award rendered by the arbitrator shall be final and binding upon both Parties and may, if necessary, be enforced by a Court of any other competent authority in the same manner as a judgment in that same Court. In the event of such a dispute all monies at issue shall be held by COMPANY in a designated client account until the matter is resolved.

20. **Force Majeure.** When force majeure is invoked in relation to mechanical breakdown or disablement, the COMPANY will instruct the Captain or COMPANY's representative to submit a detailed technical report, a copy of the Vessel's maintenance log if applicable, and all relevant documentation to the CHARTERER or the CHARTERER's representative.
21. **Complaints.** CHARTERER shall give notice of COMPANY as soon as practicable after the event giving rise to the complaint has taken place and in all cases within twenty-four (24) hours of the event or occurrence unless it is impracticable due to failure or non-availability of communication equipment. The complaint may be made verbally in the first instance, but shall be confirmed as soon as possible in writing (by fax, mail or email) specifying the precise nature of the complaint.
22. **Notices.** Any notice given or required to be given to the CHARTERER or COMPANY to this Agreement shall be communicated in any form of writing and shall be deemed to have been properly given if proved to have been dispatched pre-paid and properly addressed by mail or bona fide courier service or by fax in the case of the COMPANY at the address set forth on Page 1 of this Agreement, and in the case of the CHARTERER, to CHARTERER's address set forth on Page 1 of this Agreement or, where appropriate to CHARTERER on board the Vessel.
23. **Attorney Fees.** The prevailing party shall be entitled to costs, expenses and attorney fees for litigation/arbitration between COMPANY and CHARTERER for disputes arising from any and all claims out of this Agreement or the charter. Either party is entitled to reimbursement from the other party for costs, expense and attorney fees incurred while defending any third-party claims for which the other party is found responsible.
24. **Indemnification, Hold Harmless, Defend.** CHARTERER agrees to indemnify, hold harmless and defend COMPANY from any and all claims and liabilities for any loss or damage to CHARTERER, Guests, invitees, and to any third-parties whatsoever, which may be occasioned by the negligence or intentional acts of CHARTERER, guests or invitees, except to the extent such claims are covered by insurance.
25. **Company's Assurances.** Upon signing this Agreement, COMPANY accepts full responsibility to assure the Vessel is in compliance with all charter laws of the country to which the Vessel is flagged and/or in which the Vessel is operating, whichever takes precedence and is in compliance with vessel documentation, registration and customs laws as are necessary to support the nature of this Agreement.
26. **Maritime Liens.** CHARTER shall not permit maritime liens, salvage or debts to be incurred against the Vessel or the credit of COMPANY. CHARTERER shall not abandon the Vessel or enter into any salvage agreement without prior consent of COMPANY. If CHARTERER does allow a maritime lien, salvage or debts to be incurred against the Vessel or the credit of the COMPANY,

then CHARTERER agrees to indemnify and hold harmless COMPANY from any and all claims and liabilities concerning such liens.

27. **Photo Release**. CHARTERER agrees that COMPANY may take photographs of Charter and people attending the charter and may use those photographs for purposes of publicity, promotion and marketing on COMPANY's websites, social media, blogs and other forms of advertising. Initial here to opt out of this release. _____.
28. **No Responsibility for Items Left on Vessel**. The COMPANY is not responsible for items left on the Vessel. In the event of electronic failure of any complimentary amenities (equipment, lavatory, TV, DVD, gaming systems, radio auxiliary inputs) or should they become unavailable, no refund will be given.

COMPANY and CHARTERER expressly agree to abide by the terms and conditions of this Agreement as described above, plus the terms and conditions of the Reservation Confirmation.

COMPANY

CHARTERER

Signed by: _____Dmitry Lyubimov_____ Signed by: _____

Signature: _____ Signature: _____