



CHARTER AGREEMENT CONTRACT

TO GUARANTEE YOUR BOOKING PLEASE COMPLETE THIS CHARTER AGREEMENT AND MAIL IT WITH YOUR DEPOSIT CHECK TO
CALYPSO WATERSPORTS & CHARTERS
257 ATLANTIC BOULEVARD

KEY LARGO

FLORIDA

33037

TEL 305 451 1988

A SIGNED CHARTER-AGREEMENT MAILED TOGETHER WITH THE CORRECT DEPOSIT WILL SECURE THE CHARTER ARRANGEMENTS FOR YOU!

THIS AGREEMENT MADE ON THE _____ DAY OF _____, 20 ____, BETWEEN "CALYPSO WATERSPORTS & CHARTERS", HEREIN CALLED CWC, AND _____, AN INDIVIDUAL OR GROUP, HEREIN CALLED THE CHARTERER.

CHARTER DATES, FROM _____ TO _____.

THE TOTAL CHARTER FEE IS \$ _____, OF WHICH \$ _____ (25 % MO) IS A BOOKING DEPOSIT TO BE PAID UPON SIGNING THIS AGREEMENT.

THE BALANCE OF \$ _____ (CASH, MO, OR CASHIER'S CHECK) TO BE PAID 14 DAYS BEFORE BOARDING THE BOAT.

THE CHARTERER MAY CANCEL THIS AGREEMENT WITH WRITTEN NOTICE 6 MONTHS BEFORE THE FIRST DAY OF THE CHARTER, AND RECEIVE A FULL REFUND OF THE DEPOSIT. CANCELLATION AFTER 6 MONTHS BEFORE THE FIRST DAY OF THE CHARTER WILL RESULT IN FORFEITURE OF DEPOSIT.

A DAMAGE/SECURITY DEPOSIT OF \$ _____ (CASH), SHALL BE DUE FROM THE CHARTERER UPON BOARDING THE YACHT, TO BE HELD IN NON-INTEREST ACCOUNT BY CWC. THE BALANCE OF THIS DEPOSIT WILL BE RETURNED TO THE CHARTERER IN CASH ON THE LAST DAY OF

THE CHARTER IF NO DAMAGE IS DONE ON ACCOUNT OF THE CHARTERER.

THE FOLLOWING TERMS GOVERN THE CHARTER

I. PARTIES AND AUTHORIZATIONS

THE CHARTERER HEREBY AUTHORIZES CWC AS THE SOLE AGENT TO PERFORM THE FOLLOWING SERVICES AND FUNCTIONS ON THE BEHALF OF THE CHARTERER:

- * ARRANGE FOR THE CHARTER ON YACHT_____.
- * ARRANGE FOR A QUALIFIED CAPTAIN TO OPERATE THE YACHT.
- * ARRANGE FOR THE PURCHASE AND BOARD OF PROVISIONS & FUEL.
- * ARRANGE FOR DOCKAGE OF ____ NIGHT(S) AS APPLICABLE.
- * ARRANGE FOR SPECIAL EQUIPMENT THAT IS RENTED TO BE ABOARD: _____.

IT WILL BE KNOWN THAT CWC IS THE AGENT FOR THE OWNER.

CWC WILL ACT ON BEHALF OF THE OWNER WHEN NEEDED.

CWC WILL SEE THAT THIS AGREEMENT IS EXECUTED PROPERLY.

THE CHARTERER ACKNOWLEDGES THAT HE/SHE SHALL BE A MEMBER OF A CHARTER GROUP, JOINTLY CHARTERING WITH OTHER GUEST(S) AND THAT EVERY GUEST SHALL EXECUTE THIS AGREEMENT BEFORE THE YACHT DISEMBARKS.

II. DELIVERY

CWC AGREES TO DELIVER THE YACHT IN FULL COMMISSION AND IN PROPER WORKING ORDER, OUTFITTED APPROPRIATELY FOR A YACHT HER SIZE, TYPE, AND ACCOMMODATIONS, WITH EQUIPMENT REQUIRED BY LAW, INCLUDING GALLEY AND DINING UTENSILS, CLEAN AND IN GOOD CONDITION THROUGHOUT THE VESSEL.

SHOULD IT BE IMPOSSIBLE FOR CWC TO MAKE DELIVERY AS STIPULATED, THROUGH CAUSED BEYOND THEIR CONTROL, THEN CWC WILL PRORATE A REFUND ACCORDINGLY.

IF AFTER TWO DAYS DELIVERY IS NOT MADE, THE CHARTERER MAY CANCEL WITH A FULL REFUND.

III. INSURANCE

THE OWNER/AGENT REPRESENTS THAT THE YACHT IS INSURED FOR GENERAL LIABILITY WITH COVERAGE FOR THE TERM OF THE CHARTER. SAID OWNER'S COVERAGE MAY NOT PROVIDE CHARTERER'S PROTECTION.

CHARTERER'S PERSONAL LIABILITY INSURANCE IS GENERALLY AVAILABLE AND IS THE SOLE RESPONSIBILITY OF THE CHARTERER.

THE VESSEL'S INSURANCE DOES NOT COVER ANY NEGLIGENCE ON THE PART OF THE CHARTERER OR ANY DAMAGE DONE BY THE CHARTERER.

ALL PERSONAL PROPERTY OF THE CHARTERER IS BROUGHT ABOARD STRICTLY AT THE CHARTERER'S OWN RISK AND RESPONSIBILITY. SUCH PERSONAL PROPERTY IS SPECIFICALLY NOT THE RESPONSIBILITY OF CWC, ITS EMPLOYEES, OWNER(S), OR AGENTS.

IV. ACCIDENTS OR BREAKDOWN

CWC AGREES THAT SHOULD THE YACHT, AFTER DELIVERY, SUSTAIN A BREAKDOWN OF MACHINERY OR BE DISABLED OR DAMAGED BY FIRE, GROUNDING, COLLISION OR OTHER CAUSE SO AS TO PREVENT THE USE OF THE VESSEL BY THE CHARTERER FOR A PERIOD OF NOT LESS THAN FORTY EIGHT (48) CONSECUTIVE HOURS AT ANY TIME, THE SAME NOT BEING BROUGHT ABOUT BY ANY ACT OR DEFAULT OF THE CHARTERER, THE AGENT AND THE CHARTERER SHALL MAKE A PRO RATA RETURN OF MONEYS TO THE CHARTERER FOR SUCH PERIOD IN EXCESS OF SAID FORTY EIGHT (48) HOURS THAT THE YACHT IS DISABLED AND UNFIT FOR USE.

V. DRUGS AND WEAPON RESTRICTION

THE CHARTERER ACKNOWLEDGES THAT USE OR POSSESSION OF ANY WEAPONS OR ILLEGAL DRUGS, INCLUDING MARIJUANA, ABOARD THE VESSEL IS PROHIBITED, AND WILL RESULT IN IMMEDIATE TERMINATION OF THE CHARTER WITH FORFEITURE OF ALL MONEYS PAID.

CHARTERER FURTHER AGREES THAT EACH INDIVIDUAL OF THE CHARTER GROUP MIGHT BE REQUIRED TO EXECUTE A DRUG FREE STATEMENT UPON BOARDING THE CHARTER VESSEL.

VI. SWIMMING AND DIVING

CHARTERER ACKNOWLEDGES THAT SWIMMING AND DIVING OF ANY KIND ARE ABSOLUTELY AT THE CHARTERER'S OWN AND SOLE RISK. THIS INCLUDES ANY ACCIDENTS, INJURY, OR DEATH WHICH OCCURS WHILE ENGAGED IN ANY AQUATIC ACTIVITY, WHICH INCLUDES EXITING OR ENTERING THE VESSEL AND ANY ACCIDENT, INJURY, OR DEATH WHICH OCCURS WHILE ENGAGED IN ANY AQUATIC ACTIVITY. IN ADDITION, ANY AND ALL LIABILITY FOR INJURY LIES SOLELY WITH THE CHARTERER FOR THE DEATH OR ACCIDENTS FROM OR IN CONNECTION WITH ANY SALES, SERVICING, OR USING OF DIVING EQUIPMENT OF ANY KIND WHICH IS IN ANY MANNER CONNECTED WITH DIVING OR SWIMMING ACTIVITIES.

IN THE EVENT THAT CWC IN ANYWAY ASSIST CHARTERER IN ANY SWIMMING OR DIVING ACTIVITIES, IT IS UNDERSTOOD AND ACKNOWLEDGED BY CHARTERER THAT CWC WILL NOT UNDER ANY CIRCUMSTANCES BE HELD LIABLE OR RESPONSIBLE FOR ANY ACCIDENT, DEATH, OR INJURY RESULTING TO ANY CHARTERER OR ANY OTHERS CONNECTED WITH THIS CHARTER IN ANYWAY.

VII. ALCOHOLIC BEVERAGE

CHARTERER ACKNOWLEDGES THAT THE DISPENSING OR CONSUMPTION OF ALCOHOLIC BEVERAGES ON BOARD THE VESSEL OR DURING THE TERM OF THIS CHARTER ARE UNDER THE CONTROL OF AND SOLELY AT THE RISK OF THE CHARTERER.

CHARTERER FURTHER ACKNOWLEDGES THE CWC WILL BE IN NO WAY LIABLE OR RESPONSIBLE FOR ANY ACCIDENT, INCIDENT, OR INJURY RESULTING FROM THE DISPENSING OR CONSUMPTION OF ALCOHOLIC BEVERAGES.

CHARTERER ALSO ACKNOWLEDGES THAT THE HANDLING OR DISPENSING OF ALCOHOLIC BEVERAGES BY CWC IS PURELY A CONVENIENCE TO THE CHARTERER AND IN NO WAY CAN OR WILL RESULT IN ANY LIABILITY OR RESPONSIBILITY TO CWC FOR ANY ACCIDENT, INCIDENT, OR INJURY TO CHARTERER OR ANY OTHER PERSON, ENTITY, OR GOVERNMENT ENTITY. CHARTERER ALSO AGREES THAT THE CAPTAIN MAY RESTRICT OR TERMINATE THE CONSUMPTION OF ALCOHOLIC BEVERAGES AT ANY TIME WHILE ABOARD THE CHARTER VESSEL.

VIII. REDELIVERY

SHOULD ADVERSE WEATHER OR BREAKDOWN CAUSE DELAY OF RETURN OF THE YACHT AS STIPULATED, CHARTERER HAS THE OPTION OF REMAINING WITH THE YACHT AN ADDITIONAL 48 HOURS AT NO CHARGE, OR PROVIDING HIS/HER OWN TRANSPORTATION HOME. THEREFORE THE CHARTERER AGREES TO RELEASE CWC FROM ITS OBLIGATION TO MAKE THE RETURN TO THE PORT STIPULATED ON THE DATE STIPULATED, AND THE CHARTERER AGREES TO BEAR ALL COSTS RELATED TO THE CHARTERER'S RETURN TO THE PORT STIPULATED.

IX. CAPTAIN'S AUTHORITY OVER CHARTERER

THE CAPTAIN SHALL BE RESPONSIBLE FOR THE SAFE NAVIGATION OF THE YACHT, AND THE CHARTERER SHALL ABSOLUTELY ABIDE BY HIS JUDGMENT AS TO SAILING, WEATHER, ANCHORAGES, AND OTHER SIMILAR MATTERS.

ROWDY BEHAVIOR OF ANY KIND (INCLUDING INTOXICATION) THAT IN THE CAPTAIN'S SOLE OPINION IS DETRIMENTAL TO THE SAFETY OF THE BOAT OR ANY OTHER PERSON OR VESSEL, WILL RESULT IN THE TERMINATION OF THE CHARTER AND ALL MONEYS PAID WILL BE FORFEITED.

X. DEFAULTS

IT IS MUTUALLY AGREED THAT SHOULD ANY INSTALLMENT OF CHARTER MONEY NOT BE PAID ON THE DATE DESIGNATED, CWC SHALL HAVE THE RIGHT TO TERMINATE THIS CHARTER WITHOUT

PREJUDICE TO HIS RIGHTS IN RESPECT OF ARREARS OF CHARTER MONEY, OR ANY FURTHER BREACH BY THE CHARTERER OF THE CONDITIONS HEREIN CONTAINED.

XI. COMPETENCY OF CHARTERER

PERTAINING TO THE PROVISIONS IN ITEM 1, IF THE CHARTERER IS TO OPERATE THE YACHT, HE/SHE CERTIFIES THAT HE/SHE IS EXPERIENCED, QUALIFIED, AND COMPETENT IN THE HANDLING AND OPERATION OF A YACHT OF THE TYPE NAMES IN THIS AGREEMENT, AND THAT HE/SHE ALSO HAS SUFFICIENT PRACTICAL KNOWLEDGE OF SEAMANSHIP, PILOTING, RULES OF THE ROAD, AND CUSTOMS AND IMMIGRATION CLEARANCE PROCEDURES. HE/SHE AGREES THAT HE/SHE WILL NOT ALLOW SAID YACHT TO BE OPERATED BY ANY PERSON NOT SO QUALIFIED DURING THE TERM OF THIS CHARTER.

CWC RESERVES THE RIGHT TO VERIFY CHARTERER'S QUALIFICATIONS AND COMPETENCY AT THE TIME OF DELIVERY.

SHOULD CHARTERER BE JUDGED INCOMPETENT BY AGENT, A HIRED COMPETENT CAPTAIN, ACCORDING TO CWC'S TERMS WILL BE ABOARD BEFORE DISEMBARKING.

XII. EXCLUSION OF ORAL STATEMENTS

THIS INSTRUMENT, ITEMS 1-13, CONTAINS ALL THE AGREEMENTS OF THE PARTIES.

NO ORAL OR OTHER STATEMENT SHALL BE BINDING ON EITHER OF THE PARTIES HERETO.

THIS AGREEMENT MAY BE AMENDED ONLY BY WRITTEN AND SIGNED AMENDMENT TO THIS ORIGINAL DOCUMENT BY ALL PARTIES.

XIII. DAMAGE

IN THE EVENT THE CHARTERER SHALL CAUSE LOSS OR DAMAGE TO THE BOAT OR EQUIPMENT BY HIS/HER/THEIR NEGLIGENCE, SUCH DAMAGES SHALL BE FIRST DEDUCTED FROM THE DAMAGE/SECURITY DEPOSIT.

THE CHARTERER WILL REMAIN RESPONSIBLE FOR ANY BALANCES THEREAFTER.

TO THE TRUE AND FAITHFUL PERFORMANCES OF THE FOREGOING AGREEMENT, THE SAID PARTIES HERETO BIND THEMSELVES, THEIR HEIRS, EXECUTORS, ADMINISTRATORS, AND ASSIGNS, EACH TO THE OTHER.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET THEIR HAND AND SEALS DATE AND YEAR FIRST WRITTEN ABOVE.

SIGNATURE DATE

OWNER/AGENT _____

CAPTAIN (IF APPLICABLE) _____

CHARTERER _____