



Sun Coast Cruises Agreement

1) Parties

This agreement is made between Sun Coast Cruises (Owner) and:

_____ (Charterer)

2) Embarkation – Disembarkation (Dates and Times)

Name of the yacht: Sun Coast Cruises

Embarkation: _____ Date _____ Time _____

Disembarkation: _____ Date _____ Time _____

3) Total Hour Calculations

Yacht: _____

Running Costs: _____

Conditions: _____

Total: _____

1st Deposit: _____ (Due upon signing of contract)

2nd Deposit: _____

4) Running Costs

Included: (unless otherwise specified under Additional Conditions):
The charter fee includes the services of the Captain and Crew.

Excluded: (unless otherwise specified under Additional Conditions):
The charter fee excludes meals, fuel and all the expenses related to the running of the vessel, and dockage.

Charter Fee: Minimum 2 – 5 hours \$80.00 per/hr
6 – 10 hours \$70.00 per/hr
11+ hours \$ 60.00 per/hr

Fuel Fee: \$170.00 per/hr

Hour Meter: _____ Start _____ End _____ Total
_____ Total x \$170.00 per/hr _____ Total

Generator Fee: \$10.00 per/hr

Hour Meter: _____ Start _____ End _____ Total
_____ Total x \$10.00 per/hr _____ Total

Total running costs: _____

5) General Conditions

The yacht shall be in commission and working order, with all equipment required by the U.S. Coast Guard, outfitted as a yacht suitable to its style, size and accommodations fully furnished including cookware, dining utensils and linens, and lifejackets for children if appropriate for the charter party, in clean and operable condition throughout. The charterer shall inspect the yacht before beginning the charter and must immediately notify the Owner in writing if there is any complaint or visible defect as to the condition, equipment or accommodations of the yacht. The yacht shall be redelivered to Owner with all equipment, furnishings and fittings in the same condition as received, normal wear and tear expected. The cost of any and all damages beyond normal wear and tear, resulting from the negligent or intentional acts of Charterer, Charterer's guests or invitees, shall be charged to Charterer and shall be the responsibility of the Charterer.

6) Cancellation Policy

If Charterer elects to cancel the selected charter, and Owner is provided with written notice **at least thirty (30) days prior to the scheduled charter date**, Charterer's entire deposit will be refunded, provided Owner is able to book another charter for the scheduled charter date. Owner agrees to use reasonable diligence when trying to book a replacement charter. If Owner is unable to book another charter, Charterer will receive a refund equaling half of the paid deposit. If Charterer elects to cancel the scheduled charter with **less than thirty (30) days advance notice**, a refund of the deposit shall not be provided. Cancellations caused by inclement weather, rough lake conditions, storm warnings, mechanical defect or any other conditions beyond the control of the Captain will be rebooked on a future date agreeable to Charterer and Owner.

a. Methods of Payment

The initial payment of thirty percent (30%) shall be completed with a credit card within twenty four (24) hours from the time the booking is made. Supported credit cards are VISA, MasterCard, and American Express.

7) Safety Equipment

Our boat is outfitted with all safety gear required by the U.S. Coast Guard for coastal cruising. On board, Charterer will also find navigational tools:

- Radar
- GPS
- VHF radio
- Additional to the standard electronics

8) Gear

Owner strives to furnish its boat with as complete a galley as possible. Charterer will find a dish and bath towels, garbage bags, toilet paper, dish soap and sponges.

9) Authority

Owner warrants that the provided Captain meets all requirements necessary to legally command the yacht in the area chartered. While it is agreed the Charterer may determine the general movements and destination of the yacht within the boundaries of this Agreement, it is understood that the Captain is in full command, and that the Charterer agrees to abide by his judgment as to clearance, sailing, weather conditions, anchorages and all other pertinent matters related to the safety of the yacht and its passengers.

10) Navigation Limits

The Charterer agrees to restrict the cruising of the yacht to the Lake Michigan cruising area.

11) Insurance

Owner agrees to keep the yacht fully insured against fire, marine and collision risks and with protection and indemnity coverage for the full term of the charter period. Charterer shall not be liable for any such loss or damaged covered by the aforementioned insurance. Failures by Owner to provide such insurance will burden Owner with the same responsibility as if the yacht were so insured. Charterer may purchase additional Charter liability insurance at his or her expense. Owner shall not be held responsible for loss or damage to personal property or for any injury suffered by Charterer, or any member of his party, during the term of this charter, regardless of whether any such loss or injury occurs on board the yacht or elsewhere, unless such loss, damage or injury is the direct and proximate result of Owner's sole negligence. More specifically, but without limiting the foregoing, Owner and its insurance underwriters accept no responsibility or for accidents, injuries or death related to the yacht's dinghy, swimming and/or the use of snorkels, masks, or allied equipment (such as scuba equipment), water skiing, windsurfing, personal watercraft, spinnaker flying, halyard flying or other sports equipment, whether or not supplied by Owner or Charterer.

12) Drugs or Other Illegal Activities

The use, transportation, or possession of illegal drugs or narcotics or of any other contraband or the participation in any other unlawful activity is strictly prohibited. The participation in any of these activities by Charterer, or by any guest or invitee of Charterer constitutes a breach of this Charter Agreement and shall be cause for immediate termination of the charter without refund of any payments made by Charterer. Charterer will be held responsible for any loss or damage to the yacht due to any such violations and will be put ashore at the next port of call.

13) Boarding Times

Owner's charter operation runs seven (7) days per week. Boarding begins thirty (30) minutes prior to the scheduled departing time.

In Witness Whereof, the parties, through their authorized representative, sign their names as evidence of their approval of this contract and attached exhibits.

FOR THE CHARTERER:

FOR SUN COAST CRUISES:

Signature

Date

Signature

Date

Please make sure that you have read these terms and conditions prior to completing your transaction