



## FUN CHARTERS MIAMI YACHT CHARTER AGREEMENT

This Yacht Charter Agreement (the "Agreement") is entered into by and between Fun Charters Miami / Doyle Yacht Services, LLC, a Florida limited liability company ("Doyle Yacht Services") and \_\_\_John Smith\_\_\_ (the "Charterer"), effective this \_11th\_ day of \_\_\_\_\_ March \_\_\_\_\_, 2010.

### AGREEMENT AND DEPOSIT

The executed Agreement and deposit must be returned to Doyle Yacht Services before the charter booking can be confirmed. The deposit required is 50% of the estimated charter fee, unless otherwise arranged with Doyle Yacht Services, LLC.

The deposit is **non-refundable** except under the following circumstances:

1. The vessel becomes unfit for charter;
2. If a single-day charter is cancelled more than 72 hours prior to the commencement of the charter or if a multiple-day charter is cancelled more than two weeks of the commencement of the charter and a cancellation conformation number has been provided.
3. Up to a maximum of 50% if a multiple-day charter is cancelled at least one week before the charter, and a cancellation conformation number has been provided.
4. Doyle Yacht Services agrees in writing that a refund should be made.

### PAYMENT

Final payment is due upon completion of the charter, before disembarking.

Any returned checks will be subject to a \$50.00 fee.

The estimated fee for this charter is: \_\_\_\_\_ \$2400.00 \_\_\_\_\_.

Gratuity for the captain and crew is customary 15%-20% of the Charter price.

### BOARDING TIMES

Charterer shall be present and ready to board at least thirty (30) minutes prior to the scheduled departure time, to allow for the loading of provisions, instructions from the Captain and other matters. Doyle Yacht Services will supply instructions as to the time and place of boarding.



## VESSEL DISABILITY

Should the vessel, during the period of this charter, be lost, stranded or disabled due to an act of God, fire, peril of the sea or other unavoidable accident rendering the vessel unfit for use for the purpose of this charter and not brought about, in whole or in part, by the act or failure to act of the Charterer, this charter shall cease from the time thereof and neither party shall be liable for loss, damage, expense or inconvenience resulting therefore. Should the vessel suffer a mechanical failure that cannot be rectified within four (4) hours, the Charterer may cancel this charter and receive a refund on a pro-rata basis.

## NO RESPONSIBIITY FOR INJURY AND OTHER LOSSES

Charterer recognizes and accepts the risk that is inherent in any boating activity, and expressly holds Doyle Yacht Services, the Vessel, including her owners harmless from any injury or loss of life resulting from the use of the vessel or any of the facilities offered unless solely caused by the vessel's Captain's gross negligence or intentional act. All passengers are advised to seek medical attention should they have any concerns regarding motion sickness and to carry on board any prescribed treatment as per the section on DRUGS, below.

## DAMAGE TO VESSEL

Charterer shall be responsible for and shall replace or pay for any damage to the vessel, furnishings, fittings and equipment, caused in whole or in part by himself or any member of his party. This includes the leaving behind of possessions, clogged head systems and lost halyards and lines. The vessel shall be surrendered free of any indebtedness that may have incurred for the account of the Charterer for any reason.

## DRUGS

Use or possession of any and all illegal or illicit drugs, as may be defined from time to time by government regulations, on board the vessel is strictly prohibited and shall result in the immediate termination of the charter with the forfeit of all monies paid. Furthermore, the Charterer and all members of his party shall be put ashore at the first available port, with any expenses or damages caused by such disembarkment to be borne solely by Charterer and party members. Any prescription medicines must be in the original container obtained from the pharmacy or shall be accompanied by the prescription itself. **THIS IS A ZERO TOLERANCE VESSEL.**

## ALCOHOL

The Captain has the absolute authority to determine, at his sole discretion, that further imbibing may impede the safety or comfort of the passengers, the crew or the vessel. Notwithstanding his authority, at no time does the Captain or Doyle Services have any responsibility or duty to determine whether a passenger is under the influence of alcohol or to take any action regarding the use of alcoholic beverages. At no time may Charterer or any member of his party serve any alcoholic beverages to those who are under the legal age.

## SMOKING

Smoking is prohibited in the cabin, cockpit and entertainment areas. Smoking is permitted on the aft deck transom **ONLY** and Charterer hereby agrees to pay for all cleaning costs associated therewith if damages result from smoking that occurs during this charter.



**CHILDREN**

Children are welcome on board; however, the crew cannot take any responsibility to watch over them. Children under the age of fourteen (14) must be under the direct supervision of a parent or guardian at all times.

**CATERERS**

At the request of Charterer, Doyle Services is hereby authorized to provide \_\_\_\_\_N/A\_\_\_\_\_ as a caterer to help with food service and kitchen clean-up.

**COAST GUARD**

Charterer is advised that the U.S. Coast Guard has wide latitude to board the vessel and conduct various searches, pursuant to government rules and regulations. Full and complete cooperation with Coast Guard requests is expected of Charterer and his party.

**CAPTAIN'S AUTHORITY**

Charterer agrees that the Captain has full and complete authority concerning the well being of the passengers, crew, vessel and the vessel's owners, and may take any and all actions that in his sole discretion are advisable to ensure said well being, including, but not limited to, requiring Charterer and all members of his party to immediately go ashore at the first available port, with any expenses or damages caused by such disembarkment to be borne solely by Charterer and party members.

**FLORIDA LAW**

This Agreement is to be governed by the laws of the State of Florida without regard to provisions on conflicts of law, and all parties hereto accept and agree to subject themselves to the jurisdiction of Florida law and the counties therein.

I have read and understand the Agreement.

Charterer Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Doyle Yacht Services: \_\_\_\_\_ Jeff Doyle \_\_\_\_\_