



CHARTER AGREEMENT  
Take Me There Sailing LLC

*Please read, complete, sign, and return within 7 days of booking your charter*

Today's Date: \_\_\_\_\_

Take Me There Sailing LLC, hereafter referred to as Charter Company, hereby agrees to charter the sailing vessel *Take Me There* under the terms and conditions set forth in the *CHARTER APPLICATION* (which is an integral part of this agreement) to: \_\_\_\_\_ and Charter Party, hereafter referred to as Charterer, for the following dates \_\_\_\_\_ to \_\_\_\_\_. Charterer further agrees to the following:

**General Rules:**

- Charter Party agrees that the Charter Company shall be employed exclusively as a pleasure vessel for the sole and proper use of the respective parties during the Charter Term. Charter Party shall not transport merchandise, carry or allow any person to bring or keep on board any weapon or narcotic or controlled dangerous substance (commonly referred to as "Drugs"), engage in any trade or violate any of the laws of the United States or any other government within the jurisdiction of which the vessel may be at any time. Charter Party shall comply with the law in all respects.
- Any violation of the law by the Charterer shall constitute a breach of the charter contract. The use or possession aboard the vessel of any illegal drug, narcotic or contraband is absolutely and unconditionally prohibited. Any violation under this paragraph constitutes an immediate termination of the contract agreement as well as complete forfeiture of all moneys received by Charter Company. The U.S. law enforcement agencies have plenary power to stop any vessel in territorial and international waters for administrative searches. If contraband is found, even without the Captain's knowledge, the vessel will be seized and forfeited to the government. It is agreed that the Charterer will be responsible for any damages to the vessel or loss of equipment during the charter, which was the direct cause of any or all members of the Charter Party.
- The Charterer acknowledges that all personal property taken aboard the vessel is at the risk of the Charterer. The Charterer further and specifically acknowledges that neither the vessel owner, captain, crew nor broker shall have any liability whatsoever for the loss or damage to any personal property brought on board by the Charterer.
- Children under the age of 12 shall wear Coast Guard certified personal floatation device (PFD) at all times during the charter.
- If anyone in the Charter Party is a poor swimmer or a non-swimmer, the captain must be notified immediately upon boarding and those passengers will be required to wear a PFD when on deck throughout the trip.
- Passengers are to stay in the cockpit or cabin unless specifically given permission to go on the deck or go swimming. Passengers must return to cockpit immediately when requested.
- The Captain places the highest regard on safety, respect for the environment, and following the rules of the waterways. You agree to follow all direction provided by the captain for your safety and the wellbeing of others and the environment. Failure to comply with the Captain's directions could result in the termination of your charter with no refund permitted.
- Take Me There Sailing, LLC maintains a consumption on premises license by the state of Florida to provide beer, wine, and liquor for its paying guests. Please note the following rules related to alcohol:
  - No guest is permitted to bring their own alcohol aboard a Take Me There Charter. All alcohol provided must be consumed on the vessel.

- No guest under the age of 21 shall consume alcohol during charter. No guest shall provide underage persons with alcohol. If alcohol is found to be provided to underage parties, the charter will immediately terminate with no refund provided.
- Any person over 21 who is deemed by the captain to have reduced faculties as a result of alcohol consumption, will be denied further requests for alcoholic beverages.
- Any behavior deemed to be disruptive, offensive, inappropriate, or dangerous could result in the termination of this charter with no refund provided.

**Warranties and Procedures of Take Me There Sailing:** The Charter Company represents, warrants, and covenants that the vessel will comply with all applicable laws and regulations of the vessel's flag state and any country within the cruising area, including, without limitation, any laws and regulations governing charters and any documentation, registration, or customs laws or regulations.

**Yacht Conditions:** The Charter Company performs routine maintenance on all systems, including but not limited to engine, generator, rigging, sails, batteries, waste management, food storage and refrigeration, electronics and communication systems. To the best of their knowledge, all systems are within working order conditions and suitable for comfortable, safe transport. Should the vessel, during the term of the charter, be stranded or disabled by fire, grounding, collision or any other cause, the cause of the problem which has either incapacitated or hindered the vessel from proceeding with the charter, not attributed to any negligence on the part of the Charterer, the Charter Company agrees to repair or otherwise remedy the situation within 48 hours to the satisfaction of the Charterer, within the bounds of practicality. If the condition has not been rectified at the end of 48 hours, the Charterer may terminate this agreement and receive a pro rata refund. Charter Company is not responsible for Charterer's transportation costs back to point of origin. Minor breakdowns of equipment, machinery, electronics, rigging, sails, etc., the same not being brought about by any default of the Charterer, which are not disabling to the vessel, do not constitute grounds for termination of this agreement or any portion thereof. In the event the vessel is delayed by such breakdowns, or inclement weather or any other reason, during the term of the charter or is disabled for any reason away from point of origin causing disabling of the vessel and or termination of the charter, Charterer agrees to bear his own transportation costs to return to port of departure and hold harmless Charter Company for any monetary losses or costs incurred due to missed prearranged return transportation home.

**Photo Release:** Any likeness or image of you or your party aboard the vessel secured during your charter may be used by the Charter Company in all media for bona fide promotional or marketing purposes, including without limitation promotional materials of any kind, such as brochures, slides, video shows, advertisements and the internet, without charge.

**Inclement weather policy:** The Charter Company is capable of sailing rain or shine and offers sheltered cabin space for all guests. In the event of extreme or other adverse forecasted weather conditions, the Charterer and Take Me There Sailing can agree to reschedule no later than 5:00PM the day before the charter. In such a case, Take Me There Sailing will find another day to reschedule the charter, or offer a full refund minus the deposit. The deposit can be applied to another charter booked within 1 year (365 days) of the departure date of the cancelled charter.

The captain reserves the right to cancel any charter if he/she feels weather conditions represent a danger to the safety of the passengers.

**Payment Terms:** A deposit is required upon verbally or electronically booking your charter dates. In the case of a custom charter that is not booked online, but instead booked over the phone with the Charter Company, it is agreed that these dates will be reserved for you based on your oral or electronic agreement for a period of not more than seven days pending receipt of your deposit. The full amount of the booked charter (less deposit) will be billed on the scheduled departure date of the charter. Any additional fees, not confirmed during the booking, will be billed at the completion of the charter. Gratuity is at the full discretion of the Charterer.

**Cancellation Policy:** Cancellations may be taken verbally or in writing. If the Charterer cancels a booking more than 45 days from day of boarding, the deposit can be refunded, minus a \$50 handling charge, or the deposit can be applied in full to a future booking within 1 year of notice of cancellation. If Charterer cancels between 45 days and 7 days prior to boarding, funds on deposit may be applied to future re-bookings or can be transferred to another charterer but are not refundable. Charterer cancellations with less than 7 days before boarding are not eligible for a refund of the deposit nor is the charter transferable to another party. If the vessel becomes unfit for charter and cannot be replaced with an equivalent or upgraded yacht all Charterer funds on deposit for that booking will be refunded and Charterer will be invited to reschedule when vessel is available.

**Force Majeure:**

a. The Charter Company shall not be liable for any loss, damages, delays or failure in performance hereunder resulting from any force majeure event, including but not limited to acts of God, fire, action of the elements, epidemics, war (declared or undeclared), warlike actions, insurrection, revolution or civil strife, piracy, civil war or hostile action, strikes or differences with workmen, acts of the public enemy, federal or state laws, rules and regulations of any governmental authorities having or asserting jurisdiction in the premises or of any other group, organization or informal association (whether or not formally recognized as a government), and any other cause beyond the reasonable control of the Charter Company which makes continuance of operations impossible.

b. In the event of a delay or failure of performance based upon an event described above:

All payments made towards the charter, minus deposit, shall be refunded or may be used as a credit for a future charter.

The Charter Company cannot be held responsible for inconveniences or delays due to inclement weather or the forecast of the same. Regarding this, the captain has sole authority to dictate a safe sailing itinerary during the term of the charter. In the event of severe inclement weather or the forecast of same, which necessitates the cancellation of the entire booking prior to sailing, Charterer agrees the booking will be rescheduled under the same terms and conditions to next available date (or dates) which are mutually agreed to between Charterer and the Charter Company. Deposits already paid will be applied to the alternate booking dates.

The Charter Company will not be responsible for additional costs incurred by Charterer because of changes to their charter due to a force majeure event.

**Dockage Fees:** The Charter Company cannot be held responsible for insufficient dockage arrangements or lack of available docking away from port of origin. Unless specified in the package itinerary, dockage and slip utility fees are the sole responsibility of the Charterer. Navigation requirements are determined by the captain. The captain shall consider all Charterer recommendations regarding ports of call and general course of the voyage during the term of the charter. The captain, however, has overriding

authority regarding the above and the safe passage of the vessel, crew and passengers and the Charterer shall abide by the captain's judgment in regard to ports of call relative to weather, anchorage, safety, and all other pertinent matters.

**Damage:** If any member of the Charter Party causes damages to any of the equipment or property, the Charter Company will assess the damage and estimate the cost of repair. The Charter Company will consult with the Charterer before applying any fees to the credit card.

**Sanitation Safety:** The Charter Company procedures include detailed sanitization and UV exposure of onboard materials and surfaces to assure passenger safety related to COVID-19 or other vectors. The Charter Company cannot be held responsible for passengers' exposure or reaction to contaminants, irritants, allergens, viruses, or other agents. Charterer agrees to conform to social distancing requirements provided by the Charter Company.

### **Liability Release**

CHARTERER UNDERSTANDS THAT THERE ARE INHERENT RISKS INVOLVED WITH SAILING/SWIMMING/TUBING, ETC, including but not limited to equipment failure, perils of the sea, acts of other participants, and adverse sea and weather conditions, and CHARTERER HEREBY ASSUMES SUCH RISKS.

CHARTERER UNDERSTANDS THAT CHARTERER HAS A DUTY TO EXERCISE REASONABLE CARE FOR PERSONAL SAFETY AND AGREES TO DO SO.

Charterer asserts that charterer is physically fit to ride on a boat and Charterer will not hold the Charter Company or their employees, agents or other associated personnel responsible if charterer is injured as a result of ANY problems (medical, accidental or otherwise) which occurs while chartering the boat(s) or otherwise participating in the trip.

Charterer fully understands that the vessel of the Charter Company has limited medical facilities and that in the event of illness or injury, appropriate care must be summoned by radio and treatment will be delayed until Charterer can be transported to a proper medical facility. Charterer agrees in advance to these conditions.

The Charter Company has made no representations to Charterer, implied or otherwise, that they or their crew can or will perform safe rescues or render first aid. In the event Charterer shows signs of distress or call for aid, Charterer would like assistance and will not hold the Charter Company responsible for their actions in attempting the performance of first aid or rescue.

Charterer agrees to forever discharge and release the Charter Company from any and all responsibility or liability for any and all injuries or damages. Charterer agrees NOT to assert any claim against or sue any of the above parties for injuries or damages whether they arise or result from any NEGLIGENCE or other liability, EVEN IN CASES OF GROSS NEGLIGENCE. Charterer further specifically agrees, on behalf of self, heirs and assigns, to indemnify and hold harmless the yacht owner, captain, or broker, against all claims, damages, loss, legal or other fees, and liability of any kind, no matter how arising or occasioned, whether to property or persons, arising from the Charterers' use of the vessel and its equipment, irrespective of comparative or contributory negligence by any other persons.

The Charterer, individually or collectively, agrees to hold harmless the Charter Company and/or the vessel's owners and crew for any liability resulting from personal injury or death from any mishap while aboard said vessel, tender to said vessel or while ashore. Charterer and party, who pursue any activities in

the water, do so at their own risk. The owners and insurance underwriters of the vessel accept no responsibility or liability for accidents, injuries, or death due to off-boat excursions, swimming or the use of snorkels, masks, or similar equipment.

This agreement constitutes the sole and entire agreement between the Charterer and the Charter Company. No waiver or modification of this agreement shall be effective unless agreed to and signed by the parties. This agreement shall be construed to be in-compliance with the laws of the State of Florida. Any disputes may be submitted to the Maritime Arbitration Board, Miami, Florida. The venue for any action shall be Lee County, Florida. Furthermore, the Charterer acknowledges that neither he or she or any other person in the Charter Party is a fugitive from the United States Federal or State law enforcement agencies.

**THE CHARTERER ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS AGREEMENT AND RELATED DOCUMENTS AND HEREBY AGREES TO BE BOUND BY THE TERMS.**

Signed: \_\_\_\_\_ Primary Customer

Date \_\_\_\_\_

Signed: \_\_\_\_\_ Charter Company Officer

Date \_\_\_\_\_

**CHARTER AGREEMENT**  
**Take Me There Sailing, LLC**  
*Please fill out and return within 7 days of booking your charter*  
*Guests will sign before boarding*

Charter Party Manifest

	<u>Last Name</u>	<u>First Name</u>	<u>MI</u>	<u>DOB</u>	<u>Phone (optional)</u>	<u>Signature</u>
1.						
2.						
3.						
4.						
5.						
6.						

Each Charter Party member must sign to board the vessel.

Charter Company Health & Welfare & Safety Requirements:

1. Charterer certifies that all persons in the Charter party:
  - a. Understand and will comply with signed contract requirements.
  - b. Have not tested positive for COVID-19, experienced COVID-19 symptoms nor been in contact with COVID-positive persons in the last 14 days.
  - c. Do not have health issues that present a danger to themselves, the vessel, crew, or Charter Party.
  - d. Acknowledge that medical care, beyond certified first aid providers (crew), can be significantly delayed until vessel can reach shore or emergency rescue arrives at remote locations and hold Charter Company and crew harmless for same.
2. Social Distancing & COVID-19 Requirements:
  - a. Charterer and Charter Party agree to initial and daily (touchless) body temperature checks.
  - b. If a guest renders a temperature above 100.5 deg or exhibits COVID-19 symptoms the vessel will take appropriate pre-quarantine action and notify medical authorities for necessary COVID antigen testing of guests and crew at Charterer's expense. If COVID test is positive, charter will terminate, and guests will disembark. Charter Company will not refund to Charterer.
  - c. If a crew member renders a temperature above 100.5 deg or exhibits COVID-19 symptoms the vessel will take appropriate pre-quarantine action and notify medical authorities for necessary testing at Charter Company expense. If COVID test is positive, charter will terminate, with pro-rated refund to Charterer, and guests will disembark.
  - d. Crew will wear Personal Protective Equipment (PPE) (Mask) when in the presence of Charterer/Charter Party. Crew will wear gloves when conducting food service duties or refreshing guest cabins and common areas.
  - e. Charterer and Charter Party will carry/use PPE (masks) and carry/use hand sanitizer during any shore excursions where contact with the public and people occur, and guests intend to return to the vessel.
  - f. Crew will perform health & safety protection procedures that include chlorine sanitation and UV exposure when refreshing cabins, cleaning common areas and equipment (above & below decks) and galley.

Health & Safety Protection Measures/Procedures:

The following is provided as information to Charterer:

Charter Company conducts/employs the following to assure guest health, safety, and protection:

1. Health:
  - a. Chemical and/or UV sanitization of all guest accessible surfaces (below decks).
  - b. Chemical sanitization of all guest accessible surfaces (above deck).
  - c. Chemical (chlorine) and UV sanitization of all guest provided equipment.
  - d. Freshly laundered linens and replacements when required.
  - e. Washer/dryer aboard.
  - f. PPE (masks/gloves) provided for Guests and Crew.
  - g. Touchless thermometer/daily temperature checks.
  - h. Serve-Safe food service and beverage service practices.
  - i. Crew enrolled in COVID-19 Testing Program
  
2. Safety:
  - a. USCG approved lifesaving and flotation equipment fitted to all guests.
  - b. Inspected fire suppression and firefighting equipment.
  - c. First Aid certified crew and First Aid kits.
  - d. Long & short range communications equipment.
  - e. EPIRB.
  - f. On-deck cameras.
  - g. Life Raft (8-person).
  - h. PPE.
  - i. Guest safety briefing.
  - j. USCG Licensed Captain.
  - k. (MOB) Man Overboard drill.