

## Sunshine Boating Group

941 Bluewood Terrace  
Weston, FL 33327  
(305) 970-2031 Telephone  
(954) 727-3917 Fax



*Private Yacht Charters for Corporate and Social Entertaining*

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### **BOOKING AGREEMENT**

**CONTACT PERSON:** \_\_\_\_\_ **EMAIL:** \_\_\_\_\_ **CELL PHONE** \_\_\_\_\_

**CHARTER DATE:** \_\_\_\_\_ **STARTING TIME:** \_\_\_\_\_ **ENDING TIME:** \_\_\_\_\_ ( ) Hours

**YACHT:** \_\_\_\_\_ **UP TO:** ( ) Guests

This Charter Agreement is made on behalf of the vessel owner and the guests for the private, exclusive use of the vessel for the posted time period. Charterer acknowledges that he/she will be bound by the terms of this agreement, jointly and severally, with the other members of the Charter Group and is responsible for the communication and coordination with all other members of the Group.

\$ \_\_\_\_\_ Charter Fee: Covers the yacht and includes an experienced captain / crew to pilot the vessel.

\$ \_\_\_\_\_ Miscellaneous \_\_\_\_\_

\$ \_\_\_\_\_ Sales Tax

\$ \_\_\_\_\_ Total

\$ \_\_\_\_\_ Booking Deposit to secure vessel

\$ \_\_\_\_\_ Balance Due (21 days prior to sailing) \_\_\_\_\_

\$ \_\_\_\_\_ Suggested gratuity paid onboard directly to crew for a job well done (suggested 15%)

**MARINA LOCATION:** \_\_\_\_\_

**PAYMENT TERMS:** Payment in US funds, by credit card, cash, wire transfer, check, cashier's check, money order, or traveler's checks, and payable to Sunshine Boating Group, LLC. A 50% deposit is due at booking and the final balance is due 21 days prior to sailing. Payment in full is required for all charters scheduled within 21 days of sailing.

**DESTINATION:** This charter is scheduled to travel in the Intracoastal Waterway, surrounding Miami islands, Biscayne Bay, and/or into the Atlantic Ocean if deemed safe and desirable. The intent of this charter is for pleasure boating.

**TIME EXTENSION:** The cost to extend this charter will be \$ \_\_\_\_\_ per hour including sales tax and captain wages.

**CANCELLATION POLICY:** Any cancellations must be made 30 days prior to departure with written notice and will result in a forfeiture of 50% of all monies paid unless vessel is rebooked. Cancellations made within 30 days will result in 100% forfeiture unless rebooked.

WEATHER PROVISION: In the event of extreme weather such as a tropical disturbance, wave, tropical storm or hurricane, we reserve the right to reschedule the charter. If a rescheduling is not possible during your trip to South Florida due to a named tropical system, a refund will be made, less 10% for administration costs. The Captain has final discretion in determining if a charter must be rescheduled due to extreme weather. Typical summer rain or dreary conditions does not constitute grounds for cancellation or rescheduling.

The Charterer further acknowledges:

1. The Captain can receive orders from the Charterer (customer) with respect to general course and destinations but he/she shall have full possession and control of the yacht during the duration of the Charter. The Charterer (customer) shall abide by the Captain's judgment regarding all matters of care and safety of the yacht and her crew.
2. The Charterer acknowledges that use or possession of any weapons or illegal drugs aboard the vessel is prohibited, and will result in immediate termination of the charter with forfeiture of all monies paid.
3. The Charterer acknowledges there are **NO PETS** allowed onboard and absolutely **NO SMOKING** below deck.
4. This charter shall at all times be construed as a **DEMISE CHARTER**. The Charterer assumes all responsibility for any injury, death or property damage. This includes, but is not limited to accidents involving Charterer or any of Charterers guests, or any other person onboard vessel or swimming, snorkeling or diving from vessel or onboard vessel's tender, or any other claim of any nature that may arise during the period of the charter or at any time that the vessel is in the custody or under the control of the Charterer. Charterer further agrees to indemnify the Owner and/or Agent against any claims that may arise as aforementioned.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal this day and year first above written.

\_\_\_\_\_  
Charterer (Customer) (date)

\_\_\_\_\_  
Captain (date)

\_\_\_\_\_  
Dave MacDougall (date)

Credit Card Number \_\_\_\_\_

Credit Card Expiration Date \_\_\_\_\_ CV2 CODE \_\_\_\_\_

Total to be billed on Credit Card \$ \_\_\_\_\_

Name as it appears on Credit Card \_\_\_\_\_

Billing Address of Card \_\_\_\_\_

**Zip Code** for this Card \_\_\_\_\_

Signature of Card Holder x \_\_\_\_\_

SIGN THE BOOKING AGREEMENT AND COMPLETE THE CREDIT CARD AUTHORIZATION FORM ABOVE. INCLUDE A PHOTO COPY OF DRIVERS LICENSE AND OF FRONT/BACK OF CREDIT CARD. FAX DOCUMENTS TO (954) 727-3917