

UNIFORM CHARTER AGREEMENT

SUNSHINE BOATING, LLC (305) 970-2031

- Vessel Owner agrees to deliver an insured vessel, Coast Guard inspected, in good working order, with a licensed Captain, crew, all the equipment required by law, and as otherwise agreed to pursuant to the Charter Invoice.
- The price of the charter is as specified in Charter Invoice # **refer to your invoice number**. A 50% non-refundable deposit is due and payable with this signed Charter Agreement. The final balance, menu and guest count are due TWENTY-ONE (21) days prior to the charter date. Trips booked within 21 days of departure are to be paid in full.
- The charterer (customer) may cancel the charter by submitting a written request for cancellation with at least (30) days' notice prior to the date of the charter. Upon receipt of the cancellation letter, the charter date will be released, and all monies will be refunded except for the 50% non-refundable deposit. If the Charterer cancels less than thirty (30) days from the scheduled charter date, all monies paid to date by the Charterer will be forfeited.
- The Vessel Owner reserves the right to cancel a charter without notice due to mechanical failures, U.S. Government restrictions - including COVID mandated cease of operations, or all circumstances beyond its control and/or as imposed upon it by a superior authority. Under these circumstances, the charterer may choose to postpone the event for up to one year or receive 100% refund of all monies paid. In the event of a mechanical failure, the Vessel Owner will attempt to secure a similar vessel but if unable then the Charterer will receive a refund of all monies paid to date. Out of area guests impacted solely by U.S. Government-imposed COVID travel restrictions originating in their area, may receive a one-year grace period to reschedule the event. Refunds will not be issued if the charter can take place. No show groups will not be refunded or rescheduled.
- If the Vessel Owner cancels the scheduled charter due to unsafe weather conditions, as determined in its sole discretion, an act of God, or because of a natural disaster, Charterer will have the option to proceed with the event dockside (conditions permitting), reschedule the charter for another available date within one year of the original charter date, or cancel the charter and receive a refund of all monies paid. In no event will the Vessel Owner be responsible for damages to Charterer resulting from the cancellation of its charter event, whether direct, consequential, indirect, or otherwise. The charterer's options listed herein shall be its sole recourse in the event of a cancellation.
- The Vessel Owner will not be liable for scheduling problems or the inability to reach a scheduled dock due to the malfunction of bridges on the intercoastal waterways or any act beyond its control or as imposed upon it by a superior authority. Dockage outside of the home dock is based upon availability and, other than making the reservation and receiving a confirmation, Vessel Owner will not make any guarantees on behalf of any marina other than its home dock.
- In the event the scheduled dock cannot be reached, the nearest available dock will be utilized, and the Charterer will be notified. Any transportation and/or dockage expenses resulting from utilization of a dock other than the scheduled dock shall be the sole responsibility of the Charterer.
- Charterer must obtain prior written approval from the Vessel Owner for all activities aboard the vessel including, but not limited to, decorations, outside vendors, entertainment, security personnel, etc. The use of candles, confetti, string confetti, rose petals, glitter or any other similar form of small decorative particles is strictly forbidden.
- Charterer agrees to be fully responsible for all damages to the vessel, its equipment and/or fixtures, as well as any damaged, lost, or stolen items from the vessel during the charter due to either the deliberate actions and/or negligence of the Charterer and/or their guests.
- Vessel Owner shall not be liable for any damages or loss of personal property by theft or otherwise during the charter. The Vessel owner is insured more than the limits required by law and carries, among others, comprehensive general liability insurance, hull insurance and liquor liability insurance.
- The Vessel Owner, crew, or agents shall not be liable for any personal injuries incurred by the Charterer, its guests, or passengers due to, or because of, their own improper conduct, negligence, or carelessness.

- The Vessel Owner shall not be liable or responsible for any unexpected audio/visual, malfunction or damage that may arise prior to or during a charter because of faultiness or damage to the onboard equipment. The charter will proceed as scheduled regardless of A/V equipment failure.
- The use or possession of illegal drugs is prohibited under US Coast Guard law and will result in the cancellation of the event without refund. No pets, weapons, fireworks permitted. Smoking is permitted in all outdoor areas of the vessel.
- The Vessel Owner, its employees, and/or agents, in their sole discretion, reserve the right to restrict and/or refuse to serve alcoholic beverages to anyone whom they suspect to be intoxicated.
- This agreement will be governed by the laws of the State of Florida and both parties agree to be subject to the jurisdiction of the County and Circuit Courts located in Broward or Miami-Dade County, Florida. In the event Charterer fails to make all required payments, Charterer will be responsible for all costs of collection, including attorney fees. Charterer agrees any disputes are settled in court, no credit card charge backs.

UPDATED 01/07/2019

UPDATED 03/18/2020

UPDATED 04/26/2021