



Charterer Name: \_\_\_\_\_

Departure Date: \_\_\_\_\_

Fee: \_\_\_\_\_ Hours at \$125.00/hour for a total of \_\_\_\_\_ dollars (min 2 hours; may use 30 min intervals)

#### TERMS & CONDITIONS

SpiderCrab Charters LLC. Shall:

1. Deliver the charter vessel to the agreed location staunch, clean and in full commission.
2. Provide a competent crew for your SpiderCrab Charters guided vacation.
3. Perform the charter in accordance with the Details, Details sheet, which is incorporated herein.
4. Give charterer a credit certificate for use on future charters if there is a delay in delivery of the vessel of more than 24 hours, or the charter is cancelled by SpiderCrab Charters LLC.
5. Reserve the right to recall the vessel to the base upon the forecast or occurrence of severe weather.

SpiderCrab Charters' may give charterer a credit certificate for use on future charters or the charter may be extended, subject to vessel availability. If charterer elects to prematurely end the charter, the charter is deemed cancelled and the charterer's payment will not be refunded.

Charterer shall:

1. Acknowledge that the acceptance of the vessel upon delivery constitutes full performance by SpiderCrab Charters
2. Not hold SpiderCrab Charters liable to charterer for any refund of charter fees or costs, including travel expenses, should the charterer cancel the charter.
3. Pay any expenses for additional services rendered at charterer's request that are not included in the charter price.
4. Indemnify and hold SpiderCrab Charters, its insurers, affiliates and independent contractors harmless for any death or injury arising from swimming, windsurfing, kayaking, or the use of dinghies, snorkels, masks or other equipment such as scuba equipment, the abuse of drugs or consumption of alcohol.
5. Accept responsibility for all costs, expenses or damages caused by the gross or willful negligence of the charterer, charterer's guest or charter party.
6. Depend on the crew for the safe navigation of the vessel and shall abide by the judgments of the crew as to the sailing, weather, anchorages and other pertinent matters.



7. Comply with all laws and regulations of the US or of any other government within the jurisdiction in which the vessel may be at the time.

8. Agree that no children under the age of 7 shall be allowed aboard the charter vessel. Charterer further agrees that all children allowed on said charter shall be the sole responsibility of charterer.

9. Charterer shall be responsible for conduct of all minor children, any misconduct that compromises the safety of said children shall be cause for immediate termination of the charter.

10. USCG approved life jackets will be provided in standard sizes, charterer acknowledges that any undersized children may require special sizing of life jackets and charterer may be required to provide said jackets.

#### General Provisions:

1. SpiderCrab Charters cannot be responsible or liable for loss, damage or theft of personal luggage and belongings. Please check with your insurance agent prior to departure to make sure you are adequately covered for any eventualities.

2. Should either party to this Agreement violate any provisions of this agreement or in any proceedings to enforce the terms of this Agreement, the prevailing party shall be entitled to recover from the other all legal fees and costs that may be incurred, including any fees and costs associated with court ordered mediation and arbitration, or appellate proceedings.

3. This Agreement cannot be modified without the written consent of both parties hereto and the failure of either party to insist upon strict compliance with the terms set forth herein shall not be deemed a waiver of any such party's rights hereunder.

4. This Agreement shall be construed and interpreted in accordance with the laws of the state of Florida, with the exception of any admiralty or maritime claims, which shall be construed under the maritime, admiralty laws of the United States. The venue for any proceedings hereunder shall lie in Tallahassee Florida.

5. This Agreement constitutes the entire Agreement between the parties and supersedes all prior understanding and agreements to the extent inconsistent herewith. No representations or warranties not set forth herein have been offered to or made to any party as an inducement into this Agreement and all negotiations are merged herewith.

**FORCE MAJEURE:** Force Majeure is defined as any cause attributed to acts of God, accidents, natural disaster, weather or other occurrences beyond the reasonable control of the Company, and not caused by the Company's negligence. No warranty is made as to the suitability of weather with respect to this charter. If a named storm threatens or is forecast to threaten the expected location of the charter yacht, as determined by the Captain in his/her sole discretion, the Captain shall have the option of terminating



or cancelling the charter any time that he/she deems necessary. No refund is provided for cancellation due to weather.

LIABILITY: CHARTERER fully understand the dangers incidental to yachting that may result from local hazards, physiological conditions, weather, climate, failure of equipment, limited visibility, marine life, current and surf, and CHARTERER expressly assume the risk of harm to me in encountering such dangers. CHARTERER agree to rely on the yacht crew for such orientation to local conditions.

CHARTERER HEREBY AGREES TO RELEASE AND DISCHARGE SPIDERCRAW CHARTERS LLC OF AND FROM ANY AND ALL CAUSES OF ACTION FOR PERSONAL INJURY TO CHARTERER OR PROPERTY LOSS OR DAMAGE ARISING FROM ANY ACT OF NEGLIGENCE COMMITTED BY SPIDERCRAW CHARTERS LLC EITHER NOW OR IN THE FUTURE DURING THE CHARTER TRIP MADE SUBJECT OF THIS AGREEMENT

AUTHORITY: The 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 other pertinent matters.

IN WITNESS WHEREOF, the parties hereto have executed these presents as of the date written below.

CHARTERER: \_\_\_\_\_

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

Printed Name: \_\_\_\_\_ Date \_\_\_\_\_

This agreement must be signed and returned to SpiderCrab Charters LLC in order to start your charter.

SpiderCrab Charters LLC. Requests prompt return of this agreement within 14 days of your initial deposit.

Notes or special requests: \_\_\_\_\_

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