

## BAREBOAT RENTAL AGREEMENT

This Bareboat Charter Agreement (the "Bareboat Agreement") contains the terms under which Bluesail Group LLC ("BSG") agrees to grant and offer you ("You" or "Your" or "Charterer") access to and use of BSG's owned and managed charter vessel (the "Vessel") and amenities for You and up to 12 (twelve) of Your guests. By executing a booking through the Peek Pro online booking platform ("Peek Pro") that references this Agreement found at <https://bit.ly/bareboat>, You agree to be bound by this Bareboat Agreement with regard to the vessel and associated duration booked through Peek Pro.

### 1. STATUS OF THE PARTIES

The Owner of the Vessel (the "Owner") certifies that he/she has full authority and the right to appoint a representative of BSG to act as his/her representative in all matters relating to the Bareboat Agreement and that he/she has granted BSG permission to sign this Agreement and perform any and all related services concerning this Agreement on his/her behalf. You agree, however, that this Agreement is between You and the Owner of the Vessel and any disputes or claims that may arise regarding this Agreement shall be limited to You and the Owner.

### 2. COMPETENCE

You certify the accuracy of the skipper sailing resume submitted to BSG to operate the Vessel. You further warrant that he/she is experienced and competent in the handling and operation of the Vessel of the same general type and size chartered and is capable of assuming the responsibilities of skipper in respect to crew control, practical knowledge of seamanship, piloting, and rules of navigation. You may delegate any of these duties to any person holding a valid Royal Yachting Association International Certificate of Competency (the "ICC") or a NauticEd Sailing License & Credentials (the "SLC"), however You retain sole responsibility for the Vessel during the term of the Bareboat Agreement. Should BSG determine You or Your skipper to not be qualified to safely operate the Vessel, BSG may require You to demonstrate proof of competency and if in the sole discretion of BSG You or Your skipper are determined to not be capable of safely operating the Vessel, the charter may immediately be terminated. In the case of a termination due to competency You agree to not request or accept a refund of any amount from BSG unless otherwise agreed to in writing by both you and BSG.

### 3. PAYMENT AND FEES

You agree to pay the amount listed in the booking confirmation from Peek Pro (the "Charter Fee") upon execution of the Bareboat Agreement. This payment includes use of the Vessel for the duration of the charter, however does not include a skipper, captain, crew, fuel, or food provisions of any kind. You agree to permit BSG to charge the credit card provided in addition to all required taxes and fees. You may, at your own discretion, hire a captain that is pre-authorized and qualified by navigating to <https://bit.ly/licensedcaptains>, however BSG is not a party to the agreement between a referred Captain and the Charterer.

You agree to permit BSG to charge the credit card provided through Peek Pro in the amount of \$6.00 (six United States Dollars) per gallon of fuel used for the duration of the Bareboat Agreement unless You fill the Vessel's tank for fuel used prior to the expiration of the Bareboat Agreement.

### 4. DELIVERY

BSG agrees to deliver the Vessel fully commissioned and in proper working order, outfitted as a Vessel of her size, type, and accommodations should be. The Vessel will be seaworthy, clean, in good condition throughout, and ready for service. Should it be impossible for BSG to make delivery as stipulated through causes beyond our control, and should such delivery not be made within twenty-four hours thereafter and should BSG be unable to provide a comparable Vessel, then this Bareboat Agreement may be canceled by You and any amounts paid in shall be refunded to You in full. This is the sole recourse in this event and You agree that no other recourse or reimbursements are due should said delivery not be possible. BSG or a qualified agent will examine the Vessel before departure and will certify orally that the Vessel is seaworthy, and properly outfitted for a Vessel of her size and accommodations. Any missing equipment or amenities shall be noted and presented to BSG prior to leaving the dock.

### 5. INSURANCE

The Vessel is insured under a standard yacht policy subject to deductible, against fire, marine and collision risks, and with protection and indemnification for any and all loss or damage up to at least \$1,000,000 that may occur or be caused by the Vessel during the charter period. In case of any accident or disaster, You shall give BSG prompt notice and cooperate fully with the BSG, the Vessel Owner and insurer with regard to any loss and in full compliance with any and all U.S. Coast Guard (and other authorities if applicable) incident reporting requirements. Prompt notice is critical for any incidents that may result in a claim to prevent prejudice from absence of notice to the insurer and opportunity to investigate and/or remedy the problem. Your Failure to give notice could cause You to become liable for the entire claim

without assistance of insurance. Governmental regulations generally require prompt notice for incidents involving pollution, damage to the environment, and running aground. Should a loss occur through Your negligent or willful act, which is exempted from coverage under the standard Vessel policy, You shall remain liable for the full amount of the loss. When the deductible applies to an insured loss, each accident shall be treated separately but a sequence of damages arising from the same accident shall be treated as one claim. You are liable for the full amount of the insurance deductible, toward which the security deposit will be applied, and You agree to pay damages in excess of said security deposit up to the deductible, except as otherwise provided in the Bareboat Agreement, within 14 (fourteen) days of notification. You agree to release, indemnify, hold harmless, and defend Owner and BSG from any and all liabilities and claims for personal injury, death, property loss, and any damages whatsoever, whether such claims be brought by You and Your agents, employees, family, guests, invitees, or by third parties, even if such claim is based upon ordinary negligence of the Owner or BSG, except as such liabilities and claims are covered by the Vessel's insurance.

## **6. ACCIDENTS**

You agree to bear the risk of any loss or suit resulting from Your act or default. The Owner agrees that should the Vessel after delivery, sustain a breakdown of machinery, or be disabled or damaged by fire, grounding, collision, or other cause so as to prevent the use of the Vessel by You for a period of not less than 24 (twenty-four) hours at a time, the same not being brought about by Your act or default, the Owner shall make a pro rata credit to You (excluding insurance and trip cancellation fees) for such period in excess of said 24 (twenty-four) hours the Vessel shall be disabled or unfit for use which shall be Your sole remedy.

## **7. SKIN-DIVING/SWIMMING/RACING/WATER SPORTS/SCUBA/SPEARFISHING/FISHING**

The Owner and the insurance underwriters of the Vessel accept no responsibility or liability for accidents, injuries or death from these or related activities whether or not equipment for these uses is provided aboard the Vessel. You agree to release, indemnify, hold harmless and defend the Owner and BSG for any and all such incidents.

You agree that all people boarding the Vessel under the duration of the Bareboat Agreement must agree to a CONTRACTUAL ASSUMPTION ACKNOWLEDGEMENT OF RISKS AND LIABILITY WAIVER AND RELEASE AGREEMENT (the "Waiver") prior to boarding the Vessel. People under 18 years of age must also have an accompanying guardian or parental signature on the Waiver. Any person without an executed Waiver at the time of vessel boarding and check-in will not be permitted to board the vessel, and a refund will not be provided in any amount.

## **8. SECURITY DEPOSIT/DAMAGE WAIVER**

Prior to boarding Vessel You shall be required to provide a major credit card for a refundable security deposit totaling \$2,000.00 (two thousand United States Dollars) for monohull vessels and \$4,000.00 (four thousand United States Dollars) for catamaran vessels. The security deposit will be refunded in full, less the cost of excessive cleaning, repair or replacement of any lost or damaged items, or other charges made under the Bareboat Agreement within 10 (ten) business days following the conclusion of the Bareboat Agreement or when the final cleaning and vessel inspection completed, whichever is later. Should there be damage requiring specialized expertise and additional time to determine the cost of repairs, BSG will promptly notify You via email and include a projected timeline to obtain estimates and associated accounting of the security deposit return, if any. BSG, in its sole discretion, may waive the security deposit in cases where a pre-qualified skipper from BSG's list of skippers is hired, however You shall continue to bear the risk of any loss, suit, or damage under the Bareboat Agreement. You agree that BSG retains the right to charge the security deposit at any time, and for any reason, under this Bareboat Agreement.

It is further understood that You remain liable for the full amount of the insurance deductible in the event of an incident deemed by BSG, at its sole discretion, to be the result of Your negligence or breach of contract or any member of Your party, and You agree to pay for damage or excessive cleaning in excess of the stipulated security deposit or approved third party claim payout up to any amount not covered by insurance upon demand within ten (10) days of notification. This amount shall be applied to the insurance deductible, excessive cleaning, and the repair of any damage or loss, including marina fees caused by You or any member of Your party and not covered by the Owner's insurance or other charges not covered by insurance. In the event that said damages cause the postponement or cancellation of any scheduled subsequent charters, You agree to compensate BSG for all lost revenue and income during the time that said Vessel is under repair and unavailable for revenue-generating service. Should said costs exceed the amount of the security deposit You will remain fully responsible for said loss without exception. If there is a loss or other dispute, Your security deposit shall be held by BSG until the dispute is resolved and then will be distributed according to the settlement between the parties involved. You hereby acknowledges to be 100% (one hundred percent) responsible for any costs of damage repair and excessive cleaning not previously noted at the time of checkout during the period of time of the Bareboat Agreement (or a reasonable extension in the case of the damage not being immediately revealed at the time of check in—the same as if You were the owner during this time).

## 9. RUNNING EXPENSES

You agree to accept the Vessel delivered as herein provided and to pay all running expenses during the term of the Bareboat Agreement. These include, but are not limited to, fuel, water, deck, engine and other consumable stores, piloting, port charges, towing, pump out charges, food provisions, and supplies for You and any member of your party.

## 10. BAREBOAT CHARTER

This booking shall be at all times construed as a bareboat charter ("Bareboat"), even if the Vessel remains tied to the dock for the duration of the Agreement and pursuant thereto. You shall keep the Vessel in good repair and will surrender the Vessel at the termination of the charter free and clear of all indebtedness, liens, or other charges of any type whatsoever. Further it is agreed and understood that You assume all responsibility for injury, death, property damage, or other claim of any nature that may arise during the period of the charter or at any time when the Vessel is in Your custody and under Your control, except for claims covered by insurance. You further agree to indemnify the Owner and BSG against any aforementioned claims that may arise. You have full authority and responsibility regarding the operation of the Vessel for the term of the Bareboat Agreement. You agree to be responsible for the safe navigation of the Vessel and to be full judge on whether it is reasonable or prudent to sail at any given time having considered the state of weather and the surrounding circumstances.

## 11. LIENS/REPAIRS

You agree to be responsible for and to replace or make good any injury or damage to the Vessel, her equipment, or furnishings, caused by You and any member of Your party, and agree to be responsible for any loss or damage to the hull, machinery, equipment, tackle, furniture, or the like caused during the term of the Bareboat Agreement except as may be covered by insurance for the Vessel. You, Your agent, employees, and any member of your party have no right or power to permit or suffer the creation of any maritime liens against the Vessel unless otherwise provided under Federal, State, or Local regulations. You agree to indemnify the Owner and BSG for any charges or losses in connection therewith, including reasonable attorney's fees for any period of time up until they are discovered. You hereby agree that this liability may extend beyond the termination of this Agreement. You are fully responsible for the consequence of any unauthorized repairs.

## 12. RESTRICTED USE

You agree to restrict Your vessel operating area to the navigation limits below and not to extend beyond those limits. You agree that the Vessel shall be employed exclusively as a pleasure Vessel for the sole and proper use of You and members of Your party during the term of the Bareboat Agreement and shall not transport merchandise, nor carry passengers for pay or hire, nor engage in any trade, nor in any way violate the laws of the United States of America, or any other government within whose jurisdiction the Vessel may be at any time and shall comply with the law in all other respects. The Vessel is to be at anchor, mooring, or dock no later than 1 (one) hour after sunset and until 1 (one) hour before sunrise. Night sailing is prohibited unless otherwise agreed to by BSG in writing in advance. You are required to submit a projected float plan to BSG prior to departure and to notify BSG during the period of charter of significant departure from this submitted float plan. Federal, state, local, and foreign laws prohibit the transport or possession of any illegal drugs or other contraband, illegal aliens, or products restricted or forbidden by law. In addition to criminal and civil penalties against violators, laws allow for the forfeiture of any Vessel used in illegal transport or possession. You agree to pay all damages, fines, and penalties arising from any criminal and civil violations of any law by You and members of Your party, including but not limited to legal fees and expenses required for the recovery of the Vessel, its equipment, and lost revenue.

Navigation Limits: You agree to operate the Vessel only within the following navigation limits, unless prior written consent from BSG has been obtained, subject to additional terms and conditions required.

**FLORIDA EAST COAST AND WEST COAST:** You agree to restrict the cruising of the Vessel to the coastal and inland waters of the State of Florida between the geographic points of West Palm Beach to the North and Naples on the West coast, including the waters of the Florida Keys and the Dry Tortugas, and the portion of the Atlantic Ocean lying between the East Coast of Florida and the Islands of Bimini and Grand Bahama, north of the Tropic of Cancer. Gulf Stream crossings and The Dry Tortugas trips are subject to fair weather conditions and prior approval of the float plan by BSG.

**NIGHT CRUISING:** You agree not to operate the Vessel between 1 (one) hour after sunset until 1 (one) hour prior to sunrise except for Gulf Stream crossings to make a daylight landfall. Otherwise, You are restricted to cruising only during daylight hours unless otherwise agreed to in writing by BSG in advance.

**CUBA:** You agree not to operate the Vessel to Cuba or to Cuban waters except by written approval from BSG, which is subject to additional terms and conditions.

**NOTE:** If, for any reason You operate the Vessel beyond the navigational limits set forth above, without BSG prior written consent, then You shall be liable for all loss and damages to the Vessel and all liabilities incurred, which may not be covered by the Vessel's insurance coverage. Further, all sums You paid or deposited to BSG, including security deposits, shall be forfeited to BSG as damages but without waiver of the right by Owner and BSG to claim additional damages.

### **13. YOUR AUTHORITY OVER CREW**

Both parties agree that full authority regarding the operation and management of the Vessel is hereby transferred to you. In the event, however, that You wish to utilize the services of a qualified skipper, it is agreed that said skipper and/or crew members are Your direct agents and employees and not the Owner or BSG. The skipper and crew shall receive orders from You as to ports to be called and the general course of the voyage, but the skipper shall be responsible for the safe navigation of the Vessel, and You shall abide by his or her judgment as to sailing, weather, anchorages, and related pertinent matters.

### **14. ACCIDENTAL DEATH AND INJURY**

BSG strictly prohibits the use or consumption of illegal drugs. The consumption of alcohol may increase the risk of injury around water and boats and You and all members of Your party accept that risk. BSG its employees, officers, directors, affiliates, contractors, insurers, and agents shall be held harmless from any and all claims or liability for personal injury or death arising from or related to, directly or indirectly, the use or consumption of alcohol or illegal drugs.

### **15. NON-ASSIGNMENTS**

You agree not to assign this Agreement or sub-charter the Vessel without written consent by BSG in advance.

### **16. RADIO/TELEPHONE**

You agree that only adults 18 (eighteen) years of age or older will use the radio and/or telephone, which will be used in accordance with the Federal Communication regulations.

### **17. PETS/PASSENGERS/ZERO TOLERANCE**

You agree that no pets are permitted aboard the Vessel at any time, that the number of passengers sleeping aboard shall not exceed the number of berths, and that no illegal substances of any type or quantity will be carried aboard the Vessel at any time. Smoking of any type is not allowed onboard the Vessel; \$500 will be retained from the security deposit if BSG determines, in its sole discretion, that smoking has occurred aboard the Vessel

### **18. WEATHER**

The Owner and BSG assume no responsibility for weather conditions that may arise or occur during the term of this Bareboat Agreement and all rates and agreements shall continue in full force and effect. While weather conditions shall not offer any exceptions to delivery or redelivery of the Vessel, it is Your responsibility to follow safe practices regarding cruising in adverse weather and accept any penalties that may occur as a result of a decision not to travel during inclement weather. In the event redelivery is delayed due to adverse weather, BSG advises You to notify BSG who will make every effort to assist You at the Your sole risk and expense. Should a named tropical storm or hurricane impact the areas inside navigation limits set forth herein, both parties will use best efforts to reschedule the charter dates. Alternatively, if the parties do not come to agreement on rescheduled charter dates BSG will provide a full 100% (one hundred percent) refund to You of all amounts paid, less any expenses incurred by BSG in the performance of the Bareboat Agreement.

### **19. REDELIVERY**

You agree to redeliver the Vessel, her equipment and furnishings, free and clear of any indebtedness at the expiration of the charter to the Owner or BSG at the point of original delivery, or such other location as agreed in writing. The Vessel shall be in as clean a state and in as good a condition as when delivery was taken, except for ordinary wear and tear. Should it be impossible for You to make redelivery of the Vessel as stipulated, You shall pay pro rata for the time that such redelivery is delayed (based on the published daily charge of BSG plus damages for loss of other charters (if any) or inability of the Owner to use the boat. You agree to indemnify and hold harmless the Owner, his or her administrators, representatives or assignees for any and all liabilities for loss, damage, personal injury or death to third persons, occasioned by

negligence or Your default. In the case of any accident or disaster, You shall give the Owner or BSG prompt notice of the same and make a detailed written report to the BSG and the Owner within 48 (forty-eight) hours of the accident. You agree that if the said Vessel is not returned to BSG by the specified time on the booking scheduled in Peek Pro, You shall be charged the prorated portion of the current charter day rate. You further agree that if the Vessel is not returned to BSG with a full fuel tank(s), You shall be charged for the actual cost to refuel or \$4.00 per gallon, whichever is greater. You further agree that if You fail to properly maintain the holding tank (i.e., improper use and disposal of items other than supplied toilet tissue), and /or pump the tank and consequently it overflows into the compartments in which it is located, You shall be charged a minimum fee of \$500 (five hundred United States dollars) to clear blockage and/or cleaning of the overflow.

## **20. DEFAULTS/SECURITY DEPOSIT DEDUCTIONS**

It is hereby agreed between all parties that: (a) if the Charterer is not present or is not ready to accept delivery of the Vessel for whatever reason at the time specified in this Bareboat Agreement, or should the Charterer have not paid the Charter Fee or security deposit or any part of either by the date designated, (b) if the Charterer unilaterally shortens the time of the charter period, or (c) if the Charterer breaches any term or condition contained herein, then the Owner or BSG shall have the right to take possession of the Vessel, terminate the charter, and retain all monies paid to BSG without prejudice. All cancellations by the Charterer must be given to BSG in writing. Cancellations are subject to the following and will not be held as a credit toward future charters:

- (a) For cancellations more than 45 (forty-five) days prior to the charter start date: \$1,000.00 (one thousand United States Dollars) or 20% (twenty percent) of the charter rate, whichever is greater.
- (b) For cancellations 45 (forty-five) days or less, the entire charter rate shall be non-refundable

## **21. DAMAGED OR LOST EQUIPMENT OR DAMAGE TO THE VESSEL**

BSG shall make a reasonable inspection of the Vessel at the end of the charter and shall ask the Charterer if any undiscovered damage or loss has occurred. If the charterer answers negatively, but such damage or loss is subsequently determined and reasonably determined to have occurred during the charter, the Charterer shall be held liable the same as if the damage had been discovered upon redelivery.

## **22. DISPUTES SETTLED BY BINDING ARBITRATION**

In the event of any dispute, controversy, or claim regarding this Agreement, any action taken, or claim made shall be resolved through binding arbitration according to the rules of the Miami Maritime Arbitration Council. The arbitral award shall be final and enforceable in any court having jurisdiction. You agree that its damages for any breach of this agreement by the Owner or BSG shall be limited to the amount of the Charter Fee paid by You, and the Owner and BSG shall not be liable for consequential or incidental damages. Arbitrators are bound to adhere to this Bareboat Agreement.

## **23. NOTICES**

If to BSG:

Bluesail Group LLC  
7005 Shrimp Road  
Key West, FL 33040  
email: [scott@bluesailcharter.com](mailto:scott@bluesailcharter.com)  
Telephone: (813) 601-5243

## **24. SEVERABILITY**

If any provision of this agreement shall be construed as void, then the remainder of the agreement shall not be affected thereby.

## **25. ENTIRE AGREEMENT**

This agreement and any attachments and Waivers shall constitute the entire Bareboat Agreement between You and BSG, including but not limited to your heirs, executors, administrators, insurers, or assignees. This agreement supersedes all prior discussions, agreements, and understandings of any nature between You and BSG and may not be changed, modified, or added to, or as may be set forth in a subsequent written addendum signed by both parties. The parties agree and expressly stipulate that this Bareboat Agreement shall survive the termination of any completed charter and shall not be merged in or otherwise affected by the subsequent agreements with other parties except as expressly stated herein. The agreement shall be governed and interpreted in accordance with the laws of the State of Florida.