

BEACH COAST LUXURY YACHT CHARTERS LLC

BAREBOAT CHARTER AGREEMENT

This agreement is made and entered into on this /_ /_ /_ , by and between **Beach Coast Luxury Yacht Charters LLC** ("Owner"), and (_____) ("Charterer"), concerning the bareboat charter of the vessel described below.

Section 1 – Vessel Description and Charter Agreement

The Owner agrees to relinquish command, control, and possession of the vessel "One Fathom Under" to the Charterer. The Charterer shall operate and utilize the vessel under the terms of this Bareboat Charter Agreement and in accordance with all applicable maritime rules, policies, and laws as regulated by the U.S. Coast Guard and any other authorized regulatory body.

No member of the Charterer's group shall receive consideration from a passenger for hire as a condition of carriage on the vessel, whether directly or indirectly, flowing to the Owner, Charterer, Representative, or any other person with an interest in the vessel.

Vessel Name: One Fathom Under

Max Persons Allowed: 15

Make/Model: 1998 Searay Sundancer

State Reg#: DO1189174

State Reg Expires: 8/29/2025

Decal: 15639196

Length: 50'

Fuel: Diesel

Hull Material: Fiberglass

Type: Cabin

Section 2 – Charter Terms

The U.S. Coast Guard is responsible for regulating and enforcing standards on bareboat chartered vessels. By regulatory law, no more than 12 passengers are allowed on board the vessel One Fathom Under (not including the Charterer-hired Captain and crew). The Charterer agrees to ensure that no more than 12 passengers are carried onboard the vessel during the charter.

The Charterer shall be responsible for all food, fuel, and provisions required for the charter. Additionally, the Charterer will bear the responsibility for all port charges, if any, incurred during the charter period.

Section 3 – Vessel Delivery and Redelivery

Delivery of Vessel: The Owner shall be deemed to have delivered the vessel to the Charterer upon the satisfactory inspection of the vessel and safety gear familiarization.

Redelivery of Vessel: The redelivery of the vessel to the Owner shall be deemed completed once the Owner conducts an inspection of the vessel and confirms the inventory of safety gear.

The Vessel is equipped with the following U.S. Coast Guard (USCG) required safety gear:

- **15 Adult Lifejackets**
- **9 Child Lifejackets**
- **1 Throwable Device** (Ring Buoy)
- **Operational Horn & Whistle**
- **Operational Navigation Lights**
- **4 Day/Night Flares & 2 Orange Day Signal Flags**
- **Operational Engine Room Suppression System**
- **Operational Fire Extinguishers**
- **Operational Marine Radio**
- **Anchor & Line**

Section 4 – Area of Permitted Use

The vessel "One Fathom Under" shall only be operated in waters permissible under regulatory rules, insurance constraints, vessel limitations, and the knowledge and qualifications of the Captain and crew employed by the Charterer.

Section 5 – Charterer Employment of Crew

It is understood that the Charterer remains fully responsible for the operation and management of the vessel during the charter period. As part of this agreement, the Charterer agrees, if necessary, to employ a qualified Captain with the knowledge and experience required for operating the vessel.

The Charterer is responsible for selecting and compensating any hired Captain or crew members. The Charterer agrees to hire only qualified personnel for the position of Captain. A qualified Captain must have completed annual competency training, which includes vessel operation, safety training, and area familiarization. This is to ensure the Charterer's confidence in the competency of anyone hired to serve as Captain.

As a courtesy, the Owner may provide a list of qualified Captains. However, it is understood that the Captains listed by the Owner are not employees of the Owner. Should the Charterer decide to discharge the Captain or any crew member, the Charterer is required to notify the Owner immediately.

Section 6 – Captain's Authority

The Charterer is responsible for ensuring that any hired Captain or crew member is licensed (if applicable), experienced, and competent in the handling and operation of the vessel described in Section 1.

The Captain's authority and responsibility extend to managing the safe and efficient operation of the vessel. In addition to normal vessel operation, the Captain, along with the Charterer, must immediately notify the Owner of any accidents, vessel

operational issues, crew changes, or major incidents that may occur during the charter.

Section 7 – Insurance and Liability

The Charterer shall maintain adequate insurance coverage for the vessel during the charter period, covering both the vessel and its passengers. The Charterer assumes all risk associated with the operation of the vessel, including damage to the vessel, injury to passengers, and any third-party liability.

Section 8 – Indemnity

The Charterer agrees to indemnify and hold harmless the Owner, its employees, agents, and affiliates from any and all claims, damages, and expenses arising out of or relating to the use of the vessel during the charter period, including but not limited to accidents, injuries, or damage caused to the vessel or other property.

Section 9 – Termination

Either party may terminate this agreement if the terms and conditions are not met or if the vessel is rendered unfit for use due to damage or any other reason beyond the Charterer's control. In the event of such termination, any payments made by the Charterer are non-refundable unless otherwise stated.

Section 10 – Miscellaneous

This agreement represents the entire understanding between the parties and supersedes any prior discussions or agreements. Any amendments or changes must be made in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Bareboat Charter Agreement as of the day and year first above written.

Owner:

Signature: _____

Name: _____

Date: _____

Charterer:

Signature: _____

Name: _____

Date: _____