

Mariner Sailing Charters, LLC



Mailing Address: **P.O. Box 9908 • Marina del Rey, CA 90295**
Captain Mack W. Steagall

• CHARTER AGREEMENT / ESTIMATE •

<i>Today's Date:</i>		<i>Charter Date:</i>	
<i>Client/Contact:</i>		<i>Cell Phone:</i>	
		<i>Home Phone:</i>	
<i>Address</i>		<i>Work Phone:</i>	
		<i>Fax:</i>	
<i>City, State, Zip</i>		<i>e-mail:</i>	

<i>Vessel:</i>	<i>Amethyst</i>	
<i>Itinerary:</i>		<i>Departure Dock:</i> Dock 77, 13560 Mindanao Way, MdR, CA 90292
<i>Departure Date & Time:</i>		<i>Return Dock:</i> Same

<i>Vessel Fee:(Amethyst):</i>		
<i>Catering Fee(s):</i>		
<i>Misc.:</i>		

TOTAL CHARTER COST:

<i>Due:</i> PAID		<i>Booking Deposit:</i>	
<i>Due:</i> -----		<i>Security Deposit:</i>	<i>waived</i>
<i>Due:</i> PAID		<i>Final Payment:</i>	
<i>Due:</i> PAID		<i>TOTAL RECEIVED:</i>	

Full payment, or a minimum booking deposit of 50% representing a portion of the total charter cost, is required upon the signing of the agreement and is the only assurance of date reservation. Please make all checks payable to Mariner Sailing Charters, LLC. This agreement is made subject to the Mariner Sailing Charters, LLC, Charter Contract attached hereto and incorporated herein.

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• CHARTER CONTRACT •

MARINER SAILING CHARTERS, LLC, AND/OR ITS AGENTS AND ASSIGNEES (hereinafter "MSC") acknowledges receipt from Charterer the amount set forth on the attached Charter Agreement as a deposit on the Charter With MSC. The date, duration and point of departure of the charter shall be as set forth in the Charter Agreement, which is attached hereto and incorporated herein by reference.

1. VESSEL

MSC agrees to let, and the Charterer agrees to hire one of its Vessels, or one it represents, for the time set forth in the Charter Agreement. MSC shall exercise care to see that the Vessel is at the time and place of commencement of the voyage in seaworthy condition and meets all current Coast Guard regulations with regard to safety for the intended service of carrying guests on the intended voyage.

2. DEPOSIT

MSC requires a minimum deposit of 50% of the total charter cost to confirm a reservation. All deposits must be accompanied by an executed contract. MSC will hold a tentative reservation for five (5) working days after it has been made while awaiting the deposit. If the deposit has not been received within that time, or if there is another request for the date and Vessel, we will attempt to contact Charterer via telephone in order to obtain an immediate confirmation. If MSC fails to obtain a confirmation, MSC shall make date and Vessel available to another inquiring party.

3. PAYMENT

Charter fees and quoted prices are determined by and subject to change in conformance with California Public Utilities Commission regulations. Charterer shall be liable for payment of the full charter charges. MSC requires a minimum 50% of the total charter fee be paid upon booking, with the balance to be paid ten (10) business days prior to the departure date in the form of cash, money order, cashier's check, certified check, travelers check, or approved company check. If the balance due is not paid ten (10) business days prior to the departure date, MSC shall make date and Vessel available to any other inquiring party. Late payments shall be accepted only when made by cash, cashier's check or money order.

4. GUESTS

Charterer shall not carry guests in excess of the legal guest limit for the Vessel utilized. Student or other groups under 18 years of age shall be chaperoned by a reasonable number of parents, faculty, or staff members. No minors under 14 years of age shall be admitted aboard the Vessel unless accompanied by an adult, nor shall pets be taken aboard the Vessel. MSC reserves the right to refuse admittance to the Vessel to any agent, servant, or guest of Charterer at its sole discretion.

5. CONDUCT ABOARD THE VESSEL

Charterer shall insure that alcoholic beverages are consumed only by persons aged twenty-one (21) or older. MSC reserves the right to have confiscated all liquors and other beverages brought aboard the Vessel without prior permission of MSC. MSC strictly enforces Coast Guard policy of "Zero Tolerance." Charterer hereby agrees that no agent, servant or guest of Charterer shall bring aboard the Vessel any article of inflammable nature, explosives, firearms, illegal substances, or articles of a dangerous or damaging nature. Charterer shall be liable for all damages resulting therefrom. MSC reserves the right to have confiscated all such articles brought aboard. Charterer hereby agrees that there will be no form of illegal gambling conducted or permitted aboard the Vessel during the term of the charter. No rowdiness, misconduct, possession or use of illegal substances or illegal gambling on the part of the Charterer's agents, servants, or guests shall be tolerated, and an immediate return to the dock and termination of the charter shall be ordered by the captain, in which event Charterer shall be held responsible for full payment of all charter fees.

6. DAMAGE TO VESSEL, EQUIPMENT, etc.

Charterer shall pay the replacement value of all property and equipment lost or stolen and the cost of repairing all damage to the Vessel, its furnishings, equipment, etc. (the costs of which will be determined by MSC alone) caused by the Charterer or its agents, servants or guests. MSC shall require a security/damage deposit check of at least \$500.00 at the discretion of MSC within thirty (30) days of departure. Said check will be deposited, and refund to Charterer shall be made within thirty (30) days after completion of the charter if no loss or damage to the Vessel, its furnishings, equipment, etc. is caused by the Charterer or its agents, servants, or guests. In addition, a cleaning charge will be deducted from the Security/Damage Deposit if the boat is found in an unreasonable state of soilage or disorder.

By _____ Date: _____
Charterer

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By _____ Date: _____
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7. HIRING OUTSIDE PROFESSIONAL, VENDOR, OR SUPPLIER

Charterer agrees not to hire or employ any person(s) or corporation(s) including caterers to perform services or sell goods aboard the Vessel without MSC's consent, which may be withheld at MSC's absolute discretion and may be subject to additional contractual stipulations.

8. CANCELLATION

In the event that Charterer cancels the charter 60 days or more prior to the date of the charter, credit shall be applied to an alternate date of Charterers choosing, subject to availability of MSC. Credits are valid for 6 months from original charter date. For cancellations less than 60 days from the date of the charter, there shall be no credits. If charter is cancelled at anytime and MSC is able to re-book the original charter day(s) reserved, a full refund of all deposits for the charter shall be returned within 30 days.

9. WEATHER POLICY

If, at the time of embarkation, on the day of the charter, it is either raining, or by the judgement of the Captain, too windy or foggy for safe navigation, the Charterer may re-book the charter at no additional cost.

10. CAPTAIN CONTROLS NAVIGATION

The Captain shall be in complete control of the navigation of the Vessel and shall have the right to deviate from the agreed upon route of the voyage where the Captain determines at the Captain's sole discretion, that such a deviation is necessary for the safety of or comfort of the guests. For the further safety and comfort of the guests, it is agreed that, if by reason of fog, peril of the sea, storm, stress of weather, strike, accident, breakdown, governmental restrictions, or regulations or other similar or dissimilar causes beyond the control of MSC., or from any cause that the Captain may deem good and sufficient, including, without limitation thereto, the prospect of a storm, gale, or hurricane as decided by the Captain or MSC shall be unable to fulfill this Contract, such failure shall not be considered a breach of this Contract, nor shall MSC be held liable for any damages for such disability.

11. NO ASSIGNMENT OF AGREEMENT

This Contract shall not be assigned by Charterer, nor shall Charterer sub-charter the Vessel. Charterer agrees to comply with, observe and enforce all federal, state, and municipal laws and ordinances in connection with said voyage. In the event MSC approves a fund raiser or other event where Charterer is offering to a limited group or to the general public, the price, all promotional materials, use of MSC's name, etc. shall be approved in writing by MSC in advance.

12. LIMITATION OF OWNER'S LIABILITY

MSC or the Vessel Owner shall not be responsible for any injury suffered by the Charterer, its agents, servants, or guests, either in person or property, other than by reason of the negligence or willful misconduct of the crew or any other person or persons employed by MSC or the Vessel Owner on or about the Vessel. Anyone boarding the Vessel prior to commencement or after termination of charter does so at his own risk. MSC or the Yacht Owner shall further have no responsibility for loss or damage to the personal property of the Charterer, its agents, servants, or guests except as delimited by California Public Utilities Commission regulations. MSC reserves the right to substitute equipment and docking location. This Contract shall not be deemed a personal contract of a kind which would deprive MSC of the benefits of any exemption from or limitation of liability under applicable United States statutes, all of which benefits are expressly claimed and reserved by MSC.

By _____ Date: _____
Charterer

By _____ Date: _____
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13. NO SPECIAL OR CONSEQUENTIAL DAMAGE

MSC shall not be liable for special or consequential damages, MSC cannot be held responsible for extraordinary occurrences beyond its control which may interfere with the scheduled event. The maximum liability arising from MSC inability to furnish the services provided in this contract shall be limited to a refund of the fees paid.

14. EFFECT OF WAIVER ON SUBSEQUENT BREACH AND SEVERABILITY

A waiver of any item or condition or a breach of any of these terms or conditions shall not be construed as a waiver of any subsequent breach. If any provision of this contract is held, determined or adjudicated to be invalid, unenforceable or void for any reason, each such provision shall be severed from the remaining provisions of the contract and shall not affect the validation and enforceability of such remaining provisions.

15. ARBITRATION

Any claim or controversy, of whatever nature, including but not limited to arbitration, arising out of or relating to this Contract, or the breach thereof, shall be settled by arbitration administered by either: Judicial Arbitration and Mediation Services, Inc. (JAMS) in accordance with their Rules of Practice and Procedure then in affect, or the American Arbitration Association (AAA) in accordance with its Arbitration of Commercial Disputes then in affect, In the event the parties are unable to agree upon which of the two institutions are to conduct the arbitration, then the forum issue shall be submitted to any court having jurisdiction over such matters for designation of the institution. No arbitration or other proceedings shall be commenced unless instituted within 1 year after the designated charter date.

16. INTERESTS ON AMOUNTS DUE

All amounts due to MSC under this Contract shall bear interest from the date due until paid in full at a rate of 1.5% per day of the unpaid balance.

17. ATTORNEY'S FEES AND COST

If any action at law or equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, cost and necessary disbursements, in addition to any other relief to which such party may be entitled.

18. AGREEMENT FINAL AND COMPLETE

This Contract represents the final and complete Contract of the parties for the charter of the Vessel, and all prior written and oral Contract with respect to the charter of the Vessel are hereby superseded by this Contract. Any modifications or additions to this Contract must be in writing and signed by both parties. The foregoing provisions of this Contract, including the provisions incorporated from the attached Charter Contract are approved and agreed to by the Charterer. By signing this Contract, the undersigned represents that they have carefully read the foregoing contract and know the contents thereof and that he or she has the authority to act on behalf and bind Charterer to the terms of this Contract.

By _____ Date: _____
Charterer

By _____ Date: _____
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