

#### **CLAUSE 1 AGREEMENT TO LET AND HIRE**

The OWNER agrees to let the vessel to the CHARTERER and not to enter into any other Agreement for Charter of the Yacht for the same period.

The CHARTERER agrees to hire the Yacht and shall pay the Charter Fee, the Deposit, and any other agreed charges, in cleared funds, on or before the dates specified in this Agreement.

#### **CLAUSE 2 DELIVERY**

The OWNER shall at the beginning of the Charter deliver the vessel to the Port of Delivery and the CHARTERER shall take delivery in full commission and working order, seaworthy, clean, in good condition throughout and ready for service. The OWNER does not warrant her comfort in bad weather conditions for all cruises or passages within the Charter Area.

#### **CLAUSE 3 CRUISING AREA**

The CHARTERER shall restrict the cruising of the Yacht to within the Cruising Area and to within regions in the Cruising Area in which the yacht is legally permitted to cruise. The CHARTERER shall also restrict time under way to an average of eight (8) hours per day, unless the Captain, in his sole discretion, agrees to extend this time.

#### **CLAUSE 4 MAXIMUM NUMBER OF PERSONS RESPONSIBILITY FOR CHILDREN / HEALTH OF THE CHARTERER'S PARTY**

- a) The CHARTERER shall not at any time during the Charter Period permit more than the maximum number of guests sleeping or cruising onboard, plus, at the sole discretion of the Captain, a reasonable number of visitors whilst the vessel is securely moored.
- b) If children are taken onboard, the CHARTERER shall be fully responsible for their conduct, safety and entertainment. No member of the crew shall be held responsible for their conduct or entertainment.
- c) The nature of the charter may render it unsuitable for anybody with physical and mental disability or undergoing medical treatment. By Agreeing / Accepting online or signature of this Agreement, the CHARTERER warrants HIS / HER the medical fitness and that of all members of the CHARTERER 's party for the voyage and Activities contemplated by this Agreement.
- d) The CHARTERER shall communicate prior to embarkation any ALLERGIES of the CHARTER party. Our Team will endeavor to cater for any special dietary requirements listed in your final written communications.

#### **CLAUSE 6 CAPTAIN'S AUTHORITY**

The Captain shall comply with all reasonable orders given to him by the CHARTERER regarding the management, operation and movement of the vessel, wind, weather and other circumstances permitting. The Captain shall not, however, be bound to comply with any order which, in the reasonable opinion of the Captain, might result in the vessel moving to any port or place that is not safe and proper for her to be in, or might result in the failure to re-deliver the vessel upon the expiration of the Charter Period, or would, in the reasonable opinion of the Captain, cause a breach of Clause 10 and/or any other clause of this Agreement. Further, if in the reasonable opinion of the Captain, the CHARTERER or any of his Guests fail to observe any of the provisions in Clause 10 and if such failure continues after the Captain has given due and specific warning to the CHARTERER, the Captain may terminate the Charter forthwith and return the yacht to the Port of Re-Delivery and upon such return the Charter Period shall be terminated. The CHARTERER and his guests shall disembark, the CHARTERER having settled all outstanding expenses with the Captain beforehand and the CHARTERER shall not be entitled to be refunded any of the Charter Fee.

With particular regard to the use of water sports equipment, the Captain shall have the authority to exclude the CHARTERER or any or all of his Guests from use of any particular water sports equipment, if, in his reasonable opinion, they are not competent, are unsafe, are behaving in an irresponsible manner, or are failing to show due concern for other persons when operating this equipment.

#### **CLAUSE 7 FAILURE TO DELIVER**

- a) If the OWNER fails to deliver the yacht within forty-eight (48) hours, the CHARTERER shall be entitled to treat this Agreement as terminated. The CHARTERER's exclusive remedy will be to receive repayment without interest of the full amount of payments made by him to the OWNER. Alternatively, if the parties mutually agree, the Charter Period shall be extended by a time equivalent to the delay.

#### **CANCELLATION BY OWNER**

- d) If prior to the commencement of the Charter Period, as set out on Page 1 of this Agreement, the OWNER tenders notice of cancellation and if the cancellation is by reason of *force majeure*, the remedy in (a) above will apply.

#### **CLAUSE 8 CANCELLATION BY CHARTERER & CONSEQUENCES OF NON-PAYMENT**

Should the CHARTERER give notice of the cancellation of this agreement on or at any time before the commencement of the charter period, some or all of the charter fee may be retained by the OWNER determined as follows.

- a) After this agreement is signed but before the commencement of the charter, the OWNER shall be entitled to retain the deposit.
- b) Cancellation by the CHARTERER within 48hrs of the commencement of the charter, the OWNER reserves the right to retain full payment of the charter fee.

#### **CLAUSE 9 BREAKDOWN OR DISABLEMENT**

- a) If, after delivery, the Yacht at any time is disabled by breakdown of machinery, grounding, collision, weather or other cause so as to prevent reasonable use of the vessel by the CHARTERER (and the disablement has not been brought about by any act or default of the CHARTERER), the OWNER shall make a pro rata return of the Charter Fee from the date and time when the vessel was disabled or became unfit for use.

#### **CLAUSE 10 USE OF THE VESSEL**

The CHARTERER shall use the vessel exclusively as a pleasure/sport fishing vessel for the use of Him / Her self and Guests.. The CHARTERER shall ensure that the behavior of Him / Her self and Guests shall not cause a nuisance to any person or bring the vessel or SeaWolf Expeditions into disrepute.

The CHARTER shall comply, and shall ensure that his Guests comply, with the laws and regulations of French Polynesia.

The Captain shall promptly draw the CHARTERER's

attention to any infringement of these terms by himself or his Guests, and if such behavior continues after this warning, the Captain may terminate the charter.

It is also specifically understood that the possession or use of any illegal drugs or any weapons (including particularly firearms) shall be sufficient reason for the OWNER to terminate the Charter forthwith without refund or recourse against the OWNER.

#### **CLAUSE 11 MARKETING & PROMOTION**

The CHARTERER accepts and agrees to receive information and promotional material about upcoming trips and discounts. Also any photo or video footage taken or filmed during a SeaWolf Expeditions charter, whether on board the vessel or otherwise, may be used by SeaWolf Expeditions, royalty-free, to market, advertise and promote the SeaWolf Expeditions S.A.R.L product line and business.

#### **CLAUSE 12 INSURANCE & CHARTERER'S LIABILITY**

- a) The CHARTERER shall be liable for such costs or losses as may be incurred, replacing items or repairing damage caused by the CHARTERER or his guests (intentionally or otherwise) to the vessel or its equipment.
- b) The CHARTERER shall carry independent insurance for Personal Effects whilst on board or ashore and for any Medical or Accident expenses incurred.
- c) The CHARTERER agrees to indemnify and hold S.A.R.L SeaWolf Expeditions and her crew and share holders, harmless, against and from any claim, cause of action, liability or damages arising from or in connection with the operation of the boat, use of equipment, or the crews proper performance of duties. The CHARTERER's obligation to indemnify S.A.R.L SEAWOLF EXPEDITIONS, her crew and shareholders, extends to any attorney's fees that may be incurred in defending any indemnity claim.

#### **CLAUSE 13 DEFINITIONS**

##### **a) FORCE MAJEURE**

In this Agreement '*force majeure*' means any cause directly attributable to acts, events, non-happenings, omissions, accidents or Acts of God beyond the reasonable control of the OWNER or the CHARTERER (including, but not limited to, strikes, lock-outs or other labour disputes, civil commotion, riots, blockade, invasion, war, fire, explosion, sabotage, storm, collision, fog, governmental act or regulation, major mechanical or electrical breakdown beyond the crew's control.

##### **b) THE CHARTERER**

Includes the Charterer and its successors and where applicable its guests, invitees or other persons for whose actions the Charterer is responsible.

##### **c) THE CHARTER PURPOSE**

means the Vessel being available and able to go to sea for the purposes and requirements of the charter.

#### **CLAUSE 14 COMPLAINTS**

The CHARTERER shall give notice of any complaint in the first instance to the Captain on board and note shall be taken of the time, date and nature of the complaint.

If, however, this complaint cannot be resolved on board the Yacht then the CHARTERER shall give notice to the OWNER as soon as practicable after the event giving rise to the complaint that has taken place and within twenty-four (24) hours of the event or occurrence unless it is impracticable due to failure or non-availability of communications equipment. The complaint may be made verbally in the first instance but shall be confirmed as soon as possible in writing (by email) specifying the precise nature of the complaint.