

**BAREBOAT CHARTER AGREEMENT**

This BAREBOAT CHARTER AGREEMENT, made as of **01/13/2026** by **Legal Name** , individually (“CHARTERER”) in favor of the “Owner” of the “Vessel” **Vessel Name**

1. Owner has agreed, pursuant to those Terms of Use to let and demise bareboat and the Charterer hereby agrees to hire on a bareboat basis upon the terms and conditions and for the consideration hereinafter set forth, as well as the Terms of Use which are incorporated herein by reference, the said Vessel for a period commencing at **TIME** and ending at **TIME** on **DATE** .
2. Charterer acknowledges that Owner has warranted that the Vessel is in good seaworthy condition and complies with all applicable laws and regulations pertaining to the condition of the Vessel.
3. Charterer takes complete possession of the vessel, operating it as if it were their own with full incidents of ownership; Charterer has complete control over the captain and the crew, except as to the safe navigation and safety of the vessel.
4. Charterer acknowledges that the skipper hired or appointed by Charterer will be a qualified and competent person who shall be responsible for the safe navigation of the Vessel.
5. Charterer has the option to secure and keep in force during the entire term of this Charter, in addition to the insurance already in place (as attached), a standard marine insurance policy including hull coverage, to full value, and protection and indemnity coverage in such form, with such carrier or carriers so as to protect Owner and/or Charterer against any and all liability incident to the operation of the Vessel.
6. Charterer agrees that the Vessel shall be employed exclusively as a pleasure vessel for the sole and proper use of itself and guests during the term of this Charter. Charterer further agrees not to transport MERCHANDISE FOR HIRE or CARRY PASSENGERS FOR HIRE, or engage in any trade, or in any way violate any laws of the United States or of any other government within the jurisdiction of which the Vessel may be at any time during the Charter.
7. Charterer acknowledges and agrees that they have been given a selection of Captain & Crew. A list or roster of qualified operators (Captains) was presented at the time of booking for the Charterer to choose from. The Charterer was also given the option to select Captain & Crew of their choosing. The Captain Services Agreement displays the Captain selected by the Charterer only.

IN WITNESS WHEREOF, the Charterer has executed this Bareboat Charter Agreement as of the day and year first above written.

CHARTERER:

OWNER'S REPRESENTATIVE

\_\_\_\_\_, individually

\_\_\_\_\_

\_\_\_\_\_

**DATE**

## **WAIVER, RELEASE AND INDEMNIFICATION**

THIS WAIVER, RELEASE AND INDEMNIFICATION (this "Release") is made as of **DATE** (the "Effective Date") by and between Captain Sandy Charters, LLC and **NAME** ("Charterer").

### **BACKGROUND:**

1. Captain Sandy Charters provides an online platform that connects Captain Sandy Charters customers with privately available vessels for charter ("Yachts") as well as: (i) Yachts available pursuant to the "Bareboat Charter Agreement" attached hereto as Exhibit A; and (ii) U.S. Coast Guard ("USCG") licensed captains available for such Bareboat Charters (all of the foregoing, including without limitation if applicable, Charterer's business with Captain Sandy Charters LLC, is referred to herein as the "Services").
2. Reference is made to those certain "Terms of Use" agreed to by Charterer regarding the terms and conditions of Charterers use of the Services.

### **TERMS AND CONDITIONS:**

For the reasons described above, in consideration of the mutual promises and covenants set forth in this Release, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Captain Sandy Charters and Charterer hereby agree as follows:

1. In consideration of Captain Sandy Charters permitting Charterer to utilize the Services, Charterer, and to the full extent allowed by law, on behalf of him or herself, his or her spouse, children/wards and guests (the "Charterer Parties"), does hereby release, waive and discharge Captain Sandy Charters of and from any and all manner of action or actions, cause or causes of action, in law or in equity, suits, debts, liens, contracts, agreements, promises, covenants, obligations, liabilities, claims, demands, losses, damages, costs or expenses, including but not limited to court costs and attorneys' fees (including reasonable attorneys' and paralegals' fees and costs incurred before and at trial, at all tribunal levels, whether or not suit is instituted, and at arbitration and in establishing this right to indemnification), of any nature whatsoever, whether or not now known, claimed or suspected, fixed or contingent (hereinafter collectively referred to as "Claims") which the Charterer Parties may have, or which may hereafter accrue to the Charterer Parties, as a result of Charterer's, and to the full extent allowed by law, the Charterer Parties' use of the Services. This Release is intended to discharge in advance Captain Sandy Charters, its members, officers, employees and agents ("Captain Sandy Charters Parties") from any and all liability arising out of or connected in any way with the Charterer Parties' use of the Services and/or participation in business even though that liability may arise out of negligence or carelessness on the part of the Captain Sandy Charters Parties.
2. Charterer's receipt of the Services involves known and unknown **RISKS** associated with water activities. Such **RISKS** include, but are not limited to: drowning, traversing wet and slippery surfaces, physical trauma, strains, bruises, sprains, muscle tears, broken bones, sunburn, swimming in deep water, wading in shallow water, damage to or loss of real or personal property and other serious bodily injury, including cardiac injuries and heart attacks, permanent disability, paralysis and death, which may be caused by the Charterer Parties' own actions or inactions or the actions or inactions of the Captain or other passengers on the Yacht, the condition of the Yacht, or the negligence of Captain Sandy Charters, whether passive or active; and that there may be other risks either not known to the Charterer Parties or not readily foreseeable at this time. Charterer, and to the full extent allowed by law on behalf of the Charterer Parties,

hereby agree to fully accept and assume all such **RISKS** and all responsibility for losses, costs and damages the Charterer Parties incur as a result of the Charterer and the Charterer Parties receipt of the Services and/or participation in business with Captain Sandy Charters.

3. **TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE CAPTAIN SANDY CHARTERS PARTIES SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOOD-WILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM CHARTERER'S, AND TO THE FULL EXTENT ALLOWED BY LAW THE CHARTERER PARTIES' USE OF THE SERVICES. THE LIMITATIONS OF THIS SECTION SHALL APPLY TO ANY THEORY OF LIABILITY, WHETHER BASED ON WARRANTY, CONTRACT, STATUTE, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND WHETHER OR NOT CAPTAIN SANDY CHARTERS HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.**
4. The Charterer, and to the full extent allowed by law, the Charterer Parties, and each of them, hereby indemnifies, defends, and holds harmless the Captain Sandy Charters Parties from, against and in respect of any and all direct and/or indirect Claims asserted against or suffered or incurred by the Captain Sandy Charters Parties to the extent directly or indirectly under, caused, resulting from or in connection with the Charterer's, and to the full extent allowed by law the Charterer Parties' use of the Services, even if such claims arise out of or in connection with the negligence of the Captain Sandy Charters Parties.
5. The indemnification provision in Section 4 shall not apply in the event of gross negligence or intentional torts by any Captain Sandy Charters Party.
6. The Background above and Terms of Use are incorporated herein by reference.

**I UNDERSTAND THE SERIOUSNESS OF THE RISKS INVOLVED IN BOATING AND MARITIME ACTIVITIES IN GENERAL AND ACCEPT THEM IN FULL. I, FOR MYSELF, AND TO THE EXTENT ALLOWED BY LAW, MY SPOUSE, CHILD/WARD AND GUESTS, HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT WE HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.**

CHARTERER:

Signed & Agreed,

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Date

## **RULES, GUIDELINES & FINES**

It is Captain Sandy Charters mission to provide a safe and fun option for anyone looking to enjoy the water. Whether that means a pontoon rental with a Captain, or a multi-day Yacht Charter, we want you and your group to abide by the rules and guidelines set forth in order to keep you, your guests, the Crew, and the Vessel safe.

Any violation of these rules will result in fines and fees charged to the credit card of the Charterer. By signing this agreement, you are agreeing to any of these fines and charges. The Captain and Crew have the right to terminate your charter at any time if your actions/behavior puts you, your guests, the Crew, or the Vessel at risk and NO REFUND WILL BE GIVEN REGARDLESS OF THE TIME NOT USED ON THE VESSEL. In addition to the full charter price being charged, the Charterer will also be responsible for any and all fuel expenses, taxes, gratuity, and other expenses incurred including but not limited to dockage, provisions, etc.

### **The rules and guidelines include but are not limited to:**

1. THE LEGAL PASSENGER CAPACITY OF THE VESSEL MAY NOT BE EXCEEDED for any reason, at the commencement or during the charter, unless for a medical/safety emergency. Passenger capacities are governed by the USCG and do not include the Charterer, Captain, or Crew Members. THIS IS A FEDERAL LAW AND ANY CITATIONS BY THE UNITED STATES COAST GUARD (or any other law enforcement agency) ARE THE FULL RESPONSIBILITY OF THE CHARTERER. The maximum fine administered by Captain Sandy Charters for over boarding a vessel is \$1,000.00 plus the cost of any fines administered by any law enforcement agency. The Captain will report any over boarding and has the full right to terminate the Charter with no refund of the deposit of full charter amount.
2. NO SMOKING OR OPEN FLAMES ON BOARD. Smoking of any kind is strictly forbidden. Vaping and e-cigs are allowed. Any burns in the seats, flooring, bedding, teak, or otherwise must be fully repaired to "like-new" condition at the expense of the Charterer. The maximum fine administered by Anchor for smoking or open flames of any kind is \$500.00 plus the full cost of the repair/restoration of the damaged article/area.
3. NO RED WINE or RED DRINKS OF ANY KIND, unless approved in writing by a Captain Sandy Charter Representative or provided by Captain Sandy Charters Provisioning Team. Red wine is allowed to be paired with dinner, but should not be consumed while underway if possible. Red wine and red drinks stain carpets, bedding, teak, and seats. Any stains on the seats, flooring, bedding, teak, or otherwise must be fully repaired to "like-new" condition at the expense of the Charterer. The maximum fine administered by Captain Sandy Charters for bringing red wine or red drinks is \$250.00 plus the full cost of the repair/restoration of the damaged article/area.
4. No loud or vulgar music or sound pollution allowed when in a private marina. Private marinas strictly prohibit loud or vulgar music, and the Captain/Crew needs to be able to hear while docking and undocking the vessel. Once you exit the marina area, you are allowed to turn up the music and have a good time. The maximum fine for loud/vulgar music in private marina OR in

any instance the Captain / Crew have instructed volume to be turned down for any reason administered by Captain Sandy Charters is \$250.00 plus the full cost of the repair/restoration of each damaged speaker (if applicable).

5. NO ILLEGAL DRUGS OF ANY KIND are allowed on the vessel. Captains have the right to terminate the Charter immediately and no refund will be given to the Charterer(s). Captains also have the right to contact law enforcement and have any illegal drug activity reported to local law enforcement agents. The maximum fine administered by Captain Sandy Charters for illegal drugs is \$1000.00.
6. NO JUMPING OFF OF THE VESSEL while it is underway OR when the motors are on. Whether you are wanting to jump in the water, onto a beach, dock, or any other surface, you must wait for instructions from the Captain or Crew. YOU MUST ALWAYS INFORM THE CREW if you are jumping in the water. The maximum fine administered by Captain Sandy Charters for jumping off the vessel at an inappropriate time is \$500.00 per instance.
7. LISTEN TO AND FOLLOW THE CAPTAIN AND CREW'S INSTRUCTIONS AT ALL TIMES. The Captain and Crew have the duty to keep you, your guests, the Vessel, and themselves safe at all times. They have the final say in safety. PLEASE LISTEN TO THEIR INSTRUCTIONS AT ALL TIMES. The maximum fine administered by Captain Sandy Charters for failing to follow the Captain & Crew's instructions is up to \$500.00 per instance plus any additional damage, repair, restoration, or otherwise.

CHARTERER:

**\*\*\* I have read all of the rules and understand I am fully responsible for myself and my guests' behavior and actions and I authorize any charges if I violate any of the rules above. \*\*\***

Signed & Agreed,

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**DATE**

## Crew selection

Per the USCG, NVIC7-94, and the Passenger Vessel Safety Act of 1993 (The Act), "the charterer must have the option of selecting the crew. Although a master or crew may be furnished by the owner, full possession and control must be vested in the charterer. This does not preclude the charterer from taking advice from the master and crew regarding hazardous conditions such as inclement weather, navigational obstructions, etc." Captain Sandy Charters web application allows Charterers to view and select Crew as part of the booking process.

By executing this Agreement and booking with Captain Sandy Charters, you acknowledge and agree that you were given the ability to select your Captain from a list of Captains provided by the Owner of the vessel, if applicable had the selection of the entire Crew including Mates, Stews, Chefs, and any other Crew members on board (not displayed below), were given the option to select your own Crew, and you acknowledge and agree to comply with the Passenger Vessel Safety Act of 1993 and NVIC 7-94.

Robert Adams

Matthew Mclerren

James Carpenter

Failure to acknowledge the Crew selection or any other part of The Act may result in charter termination by law enforcement officers and no refund will be offered if this agreement is violated.

**Note:** Boarding officers can and will ask the Charterer if they had the option to select their own Crew. If your answer differs from that which is stated in and agreed upon in this document, your charter will most likely be terminated. Please be sure to read and understand this document along with our booking process in case of a boarding. At Anchor, we take USCG compliance very seriously to ensure your charters are safe and legal.

**CAPTAIN SERVICES AGREEMENT**

THIS CAPTAIN SERVICES AGREEMENT (this "Agreement") is made as of **DATE** by and between **NAME**, individually (the "Charterer") and Captain **NAME**, a USCG licensed captain (the "Captain")  
And **NAME**, individually (the "Crew"). If necessary additional crew members are attached to the Captain Services Agreement.

1. This Agreement shall cover a period of hours, on the day of **DATE** starting at **TIME** and ending at **TIME**. Any additional hours/days agreed upon by the parties hereto in writing and attached hereto, for contract as crew on the vessel **VESSEL NAME and PORT** (the "Vessel").
2. The Captain and Crew shall have sole authority and responsibility for the safe navigation and safety of the Vessel.
3. The Captain and Crew shall perform assigned duties on the vessel in a timely, neat, first class, good and workmanlike manner, in strict compliance with the laws of the United States of America and in accordance with all rules and regulations that may be applicable to this agreement and the performance of said duties. The Captain will have the final decision on the safe operation of vessel.
4. The Captain and Crew have the power and authority to report any illegal drugs or drug use on board to the proper authorities and make arrangements for the Vessel to be met at dock. The Captain also has the right to terminate the charter at any time for improper, abusive or dangerous behavior on board.
5. Captain and Crew's relationship to the Charterer shall be that of an independent contractor and not of an employee or agent of the Charterer. The Captain and Crew have discretion as to how to perform the services contemplated by this Agreement.

*Note: the following paragraph is for additional hours of service only. The Boat / Yacht, Captain, Crew and all other add-ons have been paid in full (or will be paid in full) through Captain Sandy Charters.*

6. In the event Charter extends past scheduled time, additional charges apply, and will be charged to Charterer.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first referenced above.

CHARTERER:

\_\_\_\_\_, individually

CAPTAIN:

\_\_\_\_\_, individually

CREW:

\_\_\_\_\_, individually

**Receipt Charter ID #####**

**Detailed Pricing Breakdown**

Boat Rental	\$0.00
Captain	\$0.00
Crew	\$0.00
Cleaning	\$0.00
Prepaid Fuel	\$0.00

Booking Fee    \$ Estimated Tax    \$ Booking Total    \$

Total \_\_\_\_\_ \$ \_\_\_\_\_

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**Payment Method**

Type:  
Billing Name:  
Last 4:

Renter Signature

Date

Date

## Cancellation policy

The Booking fee is non-refundable immediately after payment is made—regardless of departure date. Free cancellations until 30 days before the departure date. 50% refund of booking charges for cancellations between 14-30 days before the departure date.

The Booking fee is non-refundable. Booking charges for cancellations within 14 days of the departure date are non-refundable.

# Day Charter Cancellation Policy

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These terms and conditions govern the Captain Sandy Charters Cancellation Policy (the “Day Charter Cancellation Policy”) available to Charterers and Owners through the Services offered by Captain Sandy Charters.

Captain Sandy Charters has a standardized day charter cancellation policy for all boats on the platform offering day charters (12 hour duration or less) that we will enforce to protect both Renter (“Charterer” or “Guest”) and Boat Owner (“Owner”). Each party has the ability to cancel at any time. The fee schedule will be determined when the cancellation occurs in relation to the reservation dates (“set sail date”, “departure date”, or “check-in date”).

Please note that any weather related cancellations (i.e. named storms, thunderstorms, high winds, etc) are made at the sole discretion of the Captain or Owner. Weather conditions must be assessed the day of departure, and not based on a forecast.

The day charter cancellation policy is as follows:

- *The 10% booking fee is non-refundable immediately after payment is made—regardless of departure date.*
- *Free cancellations until 30 days before the departure date. The 10% booking fee is non-refundable.*
- *50% refund of booking charges for cancellations between 14-30 days before the departure date. The 10% booking fee is non-refundable.*
- *Booking charges for cancellations within 14 days of the departure date are non-refundable. The 10% booking fee is non-refundable.*

**Note:** all cancellations must be made in writing by emailing [info@captainsandycharters.com](mailto:info@captainsandycharters.com)

## COVID-19

As of May 31, 2022, circumstances related to the COVID-19 pandemic are no longer covered under this policy. For reservations made before May 31, 2022, certain COVID-19 related circumstances will continue to be covered. The CDC currently recommends a 5 day quarantine for any individual who tests positive

for COVID-19. Please contact us if you have a reservation made before May 31, 2022 and need to cancel due to a positive PCR test within 5 days of your departure date. Any other cancellation for COVID-19 related issues will be considered non-refundable.

## Provision Orders

Captain Sandy Charters offers provisioning services (food & beverage stocking/delivery) to Customers after they have reserved a boat and verified their account. Provision orders are required to be submitted at least 5 days (120 hours) prior to departure date & time. In any case where a Charter/Rental is canceled, the provisioning order is non-refundable. The Customer/Charterer/Renter is 100% responsible for picking up their provision order from the vessel pickup location and no refund will be issued. Please order provisions at your own risk. In rare cases where Provisions have not been ordered, cooked, or prepared, Captain Sandy Charters may be able to issue a partial or full refund.

## Rescheduling Fees

In the event that a reschedule is requested by the customer/Charterer, Captain Sandy Charters will apply a standard rescheduling fee **equal to the amount of the 10% booking fee** for the original scheduled boat. If mechanical failure prior to departure, weather-related issues (determined only by the Captain), Captain no-show, or no access to the vessel, Captain Sandy Charters may waive the rescheduling fee or provide a full refund. Each circumstance will be evaluated and resolved based on its own merit, as determined by Captain Sandy Charters Customer Service Team.

## Extenuating Circumstances

If a cancellation is requested, Captain Sandy Charters will consider exceptions provided certain extenuating circumstances are evident and/or proven by the customer. For the following extenuating circumstances, the Customer/Charterer/Renter will receive a voucher or refund and the Boat Owner may not receive payment. All occurrences will be evaluated based on their own merit and determined by Captain Sandy Charters.

Either party is able to request a cancellation by sending an email to [info@captainsandycharters.com](mailto:info@captainsandycharters.com) and provide documentation to support the cancellation. Some examples of acceptable extenuating circumstances

- A booking is within 100 miles of a named or numbered storm–determined 24 hours prior to departure.
- **Weather.** Safety-related cancellations stemming from the event of lightning, thunderstorms, heavy rain, or heavy wind within one (1) hour of scheduled departure. Only the Licensed Captain or Owner may cancel due to weather. Renters cannot cancel for conditions such as periodic showers, overcast, cold, forecasted weather, or any other condition that does not impact the safety of the Vessel, Guests, Owner, or Crew.
- **Declared public health emergencies and epidemics.** Government-declared epidemics, pandemics, and public health emergencies. This does not include diseases that are endemic (for

example, the flu) or commonly associated with an area (for example, malaria in Thailand). COVID-19 is not covered under this Extenuating Circumstances Policy.

- **Government travel restrictions.** Mandatory travel restrictions imposed by a governmental agency, such as an evacuation order. This does not include non-binding travel advisories and similar government guidance.
- **Military actions and other hostilities.** Acts of war, hostilities, invasions, civil war, terrorism, explosions, bombings, rebellions, riots, and insurrection.
- **Large-scale outages of essential utilities.** Prolonged outages of essential utilities, such as heat, water, and electricity, impacting the vast majority of homes in a given location.
- **Natural disasters.** Natural disasters and other severe weather events. Weather or natural conditions that are common enough to be foreseeable in a given location—for example, hurricanes occurring during hurricane season in Florida—are covered only when they result in another Event covered by this Policy that prevents completion of the reservation, such as a mandatory evacuation order or large-scale outage of essential utilities.
- **Mechanical failure.** A mechanical issue with the Boat that causes your rental to end prematurely that is deemed to be the responsibility of the Owner. For such occurrences when the vessel is hired for multiple days a cancellation will be processed, pro rata, for the remainder of the rental if the condition is not fixed within 20% of the total remaining rental time, calculated from the first tender of notice to the Owner regarding the condition, which has made the vessel inoperable.
- Owner or Captain cancellation, Captain and/or Boat no-show, or no access to the boat. In this case, the Boat Owner may be subject to penalties.
- A problem arises during rental that causes the Renter to end the rental, and is determined to be due to negligence of the Boat Owner. In this case, the Boat Owner may be subject to penalties.
- If the description of the Boat in the listing on the Site is materially inaccurate with respect to:
  - the size of the Boat (e.g., number and size of the seating capacity, make, or model)
  - if another party, including the Owner, is using the Boat during the reservation
  - special features represented in the listing description are not provided or do not function, such as engines, water, lights, bathrooms (toilet/shower/bathtub), kitchen (sink/stove/refrigerator or major other appliances), and electrical, heating or air condition systems
  - the physical location of the Boat (proximity)
- In some cases, Captain Sandy Charters may need to cancel a trip after booking to protect our users against fraud or for trust and safety considerations. Captain Sandy Charters will notify both owners and renters in such an event. When Captain Sandy Charters must cancel a trip, renters will receive a full refund and owners are ineligible for any payouts or earnings.

## What is not covered?

Everything else. The Extenuating Circumstances Policy only allows for cancellations for the Events described above. Everything else is excluded. We understand that other circumstances outside of your

control may disrupt your plans. In any situations not listed above, your reservation remains subject to the Owner's day charter cancellation policy for the listing.

Examples of common events not covered by this policy include:

- Events that impact a guest or their ability to travel, but not the reservation location
- Unexpected injury or illness
- Government obligations like jury duty or court appearances
- Non-binding travel advisories or other government guidance that fall short of a travel ban or prohibition
- Cancellation or rescheduling of an event for which the reservation was made
- Transportation disruptions unrelated to a covered Event, such as airline insolvency, transportation strikes, and road closures due to maintenance

For reservations not covered by this Policy, we encourage guests and Owners to find a mutually acceptable arrangement, such as a full or partial refund or an alteration of the booking dates. Note that any refunds outside of the reservation's day charter cancellation policy are at the Owner's discretion. Captain Sandy Charters does not take part in or guarantee such refunds.

### **Term Charter Cancellation Policy**

This day charter policy does not apply to any multi-day or term charter bookings. Term charter bookings are any booking longer than 12 hours and usually include overnight stays. For more information, please be sure to read our full term charter cancellation policy.

### **Minimum Quality Standards & Owner Responsibilities**

If you are an Owner, you are responsible for ensuring that the Boats you list on the Platform meet minimum quality standards regarding access, adequacy of the description on the Services, safety, cleanliness, and do not present a Renter with travel issues. During the 24-hour period following the Renter's check-in, Owners should be available, or make a third-party available, in order to try, in good faith, to resolve Renter issues.

### **Boat Owner Penalties**

Owners agree that Captain Sandy Charters reserves the right to penalize Owners that cancel reservations or don't meet minimum quality standards with the following penalties, without explicit or written consent:

- Black out the dates of canceled reservations
- Apply fees equal to the Boat Rental Fee (owner net income) if there are more than one cancellation within a 6 month period
- Lower the ranking of the boat listing in search results
- Leave a review on the listing that the Owner canceled a rental.
- Charge fair cleaning fees and refueling fees when applicable without consent.

- Charge/apply cancellation and booking fees up to the amount of the canceled booking.

## **General Provisions**

### **No Assignment/No Insurance**

This Day Charter Cancellation Policy is not intended to constitute an offer to insure, does not constitute insurance or an insurance contract, does not take the place of insurance obtained or obtainable by the Renter, and the Renter has not paid any premium in respect of the Day Charter Cancellation Policy. The benefits provided under this Day Charter Cancellation Policy are not assignable or transferable.

### **Modification or Termination**

Captain Sandy Charters reserves the right to modify or terminate this Day Charter Cancellation Policy, at any time, in its sole discretion, and without prior notice. If Captain Sandy Charters modifies this Day Charter Cancellation Policy, we will post the modification on the Services or provide you with notice of the modification and Captain Sandy Charters will continue to process all pending refunds/disputes made prior to the effective date of the modification.

### **Entire Agreement and Definitions**

This Day Charter Cancellation Policy constitutes the entire and exclusive understanding and agreement between Captain Sandy Charters and you regarding the Day Charter Cancellation Policy and supersedes and replaces any and all prior oral or written understandings or agreements between Captain Sandy Charters and you regarding the Day Charter Cancellation Policy. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Captain Sandy Charters Terms of Service.

### **Controlling Law**

This Day Charter Cancellation Policy will be interpreted in accordance with the laws of the State of Florida and the United States of America, without regard to its conflict-of-law provisions.

### **Limitation of Liability**

IN NO EVENT WILL CAPTAIN SANDY CHARTERS AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS CAPTAIN SANDY CHARTERS POLICY TERMS, EXCEED THE AMOUNT OF THE BOAT FEES COLLECTED BY CAPTAIN SANDY CHARTERS FROM THE RENTER. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

YOU ACKNOWLEDGE AND AGREE THAT, BY POSTING A LISTING OR BOOKING A BOAT OR OTHERWISE USING THE SERVICES AS AN OWNER, RENTER, OR CAPTAIN / CREW MEMBER YOU ARE INDICATING THAT YOU HAVE READ, AND THAT YOU UNDERSTAND AND AGREE TO BE BOUND BY THESE POLICY TERMS.

## Contacting Captain Sandy Charters

If you have any questions about the Day Charter Cancellation Policy, please contact Captain Sandy Charters via email at [info@captainsandycharters.com](mailto:info@captainsandycharters.com).