

N Shaw Associates, Inc.

8668 Navarre Parkway, #217
Navarre, Florida 32566

destinfloridacharters.com
reservations@destinfloridacharters.com

Phone 850 437-3776 ~ Fax 850 916-9248

Yacht Charter Agreement

N Shaw Associates, Inc. (hereinafter "NSA") acknowledges receipt from Charterer the amount set forth on the attached Charter Agreement as a deposit on the charter of one of NSA's yachts. The date, duration & details shall be set forth in the agreement, which is incorporated herein by reference.

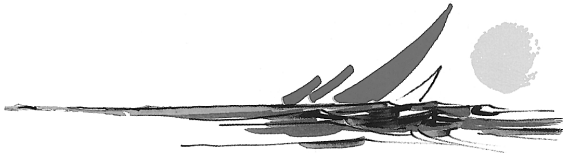
1. **Yacht** - NSA agrees to let, and Charter agrees to hire, the Yacht for the time set forth herein. NSA shall exercise due diligence to see that the Yacht at the time and place of commencement of the voyage is in seaworthy condition and reasonably fit for the intended service of carrying guests on the intended voyage. Except as provided in this paragraph. NSA makes no warranty of any type whatsoever concerning the condition or seaworthiness of the subject Yacht and NSA expressly disclaims any warranty, express or implied. No duties owned or warranties made by NSA pursuant to this Agreement shall benefit third persons, including guests of Charterer carried aboard the Yacht.

2. **Timing** - Charterer's guests may begin boarding at boarding time agreed to on charter agreement. Charterer's guests have one-quarter (1/4) hour after scheduled sailing time. Should Charterer's guests arrive later than the contracted departure time, charter will be billed overtime should charter time go beyond contracted time. The yacht will return to the dock at specified return time on charter agreement. The guests will have fifteen (15) minutes to disembark the yacht. An overtime charge will be made if all the guests have not departed the yacht fifteen (15) minutes after the scheduled ending time.

3. **Deposit** - A deposit is required to confirm a reservation; the amount varies with the yacht and activity and is identified in the Agreement. NSA will hold a tentative verbal reservation, however the reservation is not guaranteed until the deposit is received. If the deposit has not been received or if there is another request for the Yacht for the same times, NSA Representatives will attempt to reach Charterer for confirmation. Said Charterer will have 24 hour first right of refusal to confirm and deposit yacht or release to next Charterer.

4. **Payment** - Charter fees and quoted prices are determined by current cost information and the number of guest guaranteed by Charterer. NSA Charters reserves the right to charge fees and prices in effect at the time of sailing. NSA Charters requires the guest guarantee and final payment ten (10) days prior to sailing time and that guarantee is your minimum charge. The minimum guest guarantee must be as close to actual guest count as possible to provide appropriate food and beverage proportions. A count to determine additional guests will be made upon boarding. If guest count increases, Charterer agrees to contact NSA immediately. Additional payment for extra guests is due upon event completion. A credit card is required on file for extra guests and/or additional fees incurred during charter. Any other additional services requested are also due at the completion of event and prior to guest disembarkation. In the event you cancel your charter after you have provided the guest guarantee, you will be liable for payment of the full charter charges outlined in the charter agreement including miscellaneous charges/ cancel and processing fees for vendors and services hired on Charterer's behalf. Other vendors include but are not limited to brokered yachts, caterers, buses, limos, hotels, florists, and entertainment. If due to any causes set forth in paragraph 10, NSA fails to commence the voyage, the charter activity will continue dockside and NSA will refund twenty-five percent (25%) of the fee paid by Charterer for yacht rental, plus any wharfage, dockage, or landing fees saved thereby. If for reasons beyond the control of NSA, NSA is unable to provide the specified Yacht or a substitute

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of equivalent capacity, NSA will refund seventy-five percent (75%) of all deposits and charter fees received and due and shall be under no further obligation to Charterer. In set paragraph, if yacht is brokered and NSA fails to commence voyage due to any causes set forth in paragraph 10, Charterer will be responsible for charges by yacht owner/s and NSA processing fees.

5. Gratuities - Gratuities are customary and should be based on your satisfaction with the service you receive. A gratuity of fifteen (15) to twenty (20) percent based upon food and beverage services, is suggested. This gratuity is equally shared by all of the crew who serve you, excluding the Captain unless you tip Captain directly.

6. Guests - Charter shall not carry guests in excess of the legal guest limit for the Yacht utilized. Student of other groups under 17 years of age must be chaperoned by parents, faculty, or staff members. No minors under 14 years of age shall be admitted aboard the Yacht unless accompanied by an adult. No pets shall be taken aboard the Yacht. NSA reserves the right to refuse admittance to the Yacht to any agent, guest, servant, or guest of the Charterer at NSA' sole discretion.

7. Conduct aboard the Yacht - Charterer shall insure that alcoholic beverages are served only by the crew employed by NSA aboard the Yacht and consumed only by person aged twenty-one (21) or older. Charterer agrees that no agent, servant, or guest of Charterer shall bring alcoholic beverages aboard the yacht without prior consent of NSA.

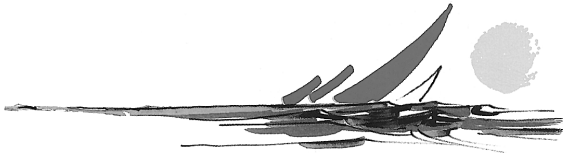
- Charterer hereby agrees that no agent, servant, or guest of Charterer shall bring aboard the Yacht any article of an inflammable nature, explosives, firearms, illegal substances, or articles of a dangerous or damaging nature. Charter shall be liable for all damage resulting therefrom. NSA reserves the right to have confiscated all such articles brought aboard.
- Charter hereby agrees that there will be no form of illegal gambling conducted or permitted aboard the Yacht during the term of the charter.
- Any rowdiness, misconduct, possession of unauthorized alcoholic beverages, possession or use of illegal substances, or illegal gambling on the part of the Charterer's agents, servants, or guests will not be tolerated and an immediate return to the dock will be ordered by the Captain, in which event Charterer shall be responsible for full payment of the charter fees.

8. Damage to the Yacht, Equipment, etc. - Charter shall pay the replacement value of all property and equipment lost or stolen and the cost of repairing all damages to the yacht, its furnishings, equipment, etc., caused by Charterer or its agents, servants or guests.

9. Hiring by Charterer - Charterer agrees not to hire or employ any person(s) or corporation(s) to perform services or sell goods aboard the Yacht without NSA' prior written consent, which may be withheld at NSA absolute discretion. Any such person or corporation hired by Charterer shall not be considered to be a subcontractor or employee of NSA.

10. Captain Controls Navigation - The Captain shall be in complete control of the navigation of the Yacht and shall have the right to deviate from the foresaid described route of the voyage

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where the Captain determines at his sole discretion that such deviation is necessary for the safety or comfort of the guests. It is further agreed that if by reason of fog, pent of the sea, storm, stress of weather, strike, accident, breakdown, governmental restrictions, or regulations, or other similar or dissimilar causes beyond the control of NSA, or from any cause that the Captain may deem good and sufficient, including, without limitation thereto, the prospect of storm, gale, or hurricane as decided by the Captain or NSA on the basis of official weather forecasts, NSA shall fail to fulfill this Agreement, such failure will not be considered a breach of this Agreement nor shall NSA be held liable for any damages for such failure.

11. No Assignment of Agreement - This Agreement may not be assigned by Charterer, nor may Charterer sub-charter the Yacht. Charterer agrees to comply with, observe and enforce all federal, state and municipal laws and ordinances in connection with said voyage. In the event that NSA approves a fundraiser or other event where Charterer is offering tickets to a limited group or to the general public the price, all advertising material's use of NSA' name etc, must be approved in writing by NSA in advance.

12. Limitation of Owner's Liability - NSA, having exercised all reasonable care in the selection of the crew, shall not be responsible for the loss or damage to the personal property or for any injury suffered by the Charterer, its agents, servants, or guests, wither in person or property. This Agreement shall not be deemed a personal contract of a kind which would deprive NSA 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 NSA.

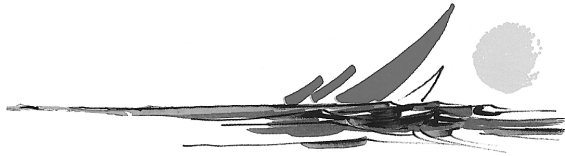
13. No Special or Consequential Damage - Neither NSA or Charterer shall in any event be liable for special or consequential damages, whether arising from NSA' or Charterer's negligence, breach of the Agreement or otherwise. NSA cannot be held responsible for extraordinary occurrences beyond our control, which may interfere with your scheduled event. The maximum liability arising from our inability to furnish services shall be limited to a refund of the fees paid.

14. Small Claims - Any controversy between the parties to this Agreement involving the construction or application of any of the terms, covenants, or conditions of this Agreement, in any amount less than \$5000.00, shall on written request of one party served on the other be submitted to small claims court in the County of Santa Rosa, Florida or the relevant court in the State of Florida, even though the Client may not reside in or enter the State of Florida. All rules and regulations regarding Small Claims procedures shall be mutually enforced including, but not limited to court costs and enforcement of judgments.

15. Arbitration Any controversy between the parties to this Agreement involving the construction or application of any of the terms, covenants, or conditions of this Agreement, in any amount less than \$5000.00, shall on written request of one party served on the other be submitted to arbitration and such arbitration shall comply with and be governed by the provisions of the Florida Arbitration Act, sections 1280 through 129412 of the Florida Code of Civil Procedure.

The parties shall each appoint one person to hear and determine the dispute and if they shall be unable to agree, then the two persons so chosen shall select a third impartial arbitrator whose

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decision shall be final and conclusive upon both parties to this Agreement. The cost of such arbitration shall become by the losing party in such proportions, as the arbitrator shall decide.

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

17. Interest on Amounts Due - All amounts due to NSA under this Agreement shall bear interest from the date of the charter until paid at the maximum rate permitted by law.

18. Agreement Final and Complete - This Agreement represents the final and complete agreement of the parties for the charter of the Yacht, and all prior written and oral agreements with respect to the charter of the Yacht are superseded by this Agreement. Any modification or addition to this Agreement must be in writing on our detailed NSA Charter Agreement and must be signed by both parties.

19. Governing Law - This Agreement is made and intended to be performed in the State of Florida and shall be construed and enforced in accordance with, and governed by the laws of said State.

The signatory parties to this Agreement agree that this Charter Agreement, consisting of four (4) pages and is entire and complete and that no other outside agreements are in force or are binding.

IN WITNESS WHEREOF, said parties hereto bind themselves, their heirs, executors, administrators and assigns to the other.

CLIENT DATE

Name printed Date Printed

COMPANY DATE

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