

BAREBOAT CHARTER AGREEMENT

Clause 1. Definitions.

All terms with an initial capital letter that are used herein but not specifically defined in the Charter Confirmation or this agreement shall have the respective meanings given to such terms in the Terms of Service Agreement, which is incorporated herein by reference.

Clause 2. Agreement to Let and Hire.

Whereas Renter desires to bareboat charter the Boat from Owner and Owner desires to bareboat charter the Boat to Renter under the terms and conditions set forth herein. Owner agrees to let, and the Renter agrees to bareboat charter the Boat for the Charter Period for use by Renter as a recreational vessel. This charter is a full and complete demise of the Boat to the Renter, which shall, at its own expense man, navigate and operate the Boat. Renter shall have exclusive control over the Boat during the Charter Period.

The Renter agrees to charter the Boat as described in the Charter Confirmation for the Charter Period and Charter Fee indicated per the Booking for the Boat between Renter and the Owner. The Renter acknowledges and accepts the Renter Policies and Procedures and Terms of Service applying to the Charter contemplated by this BCA and confirms that the Renter has read and understood them.

The total dollar amount for this bareboat charter shall be the Charter Fee specified in the Charter Confirmation. The Charter Fee is due and payable per the Terms of Service and Fee Schedule.

Clause 3. Delivery / Re-delivery

The Owner agrees to deliver the Boat in full commission and in proper working order to Renter at the place of Delivery specified in the Charter Confirmation, at or before the time and date specified for the Charter Period. If the Boat is not made available by Owner within half an hour of the scheduled Delivery time, the Re-delivery time will be extended by the same increment of time as the delay of the Delivery time. If the delay in Delivery is more than one half hour, the Renter has the right to cancel the Charter with full reimbursement. If the Renter takes Delivery late due to his own actions the Owner is not responsible for extending the Charter Period but may do so at his/her discretion.

The Renter agrees to Redeliver the Boat to the place of Redelivery specified in the Charter Confirmation at or before the time and date specified therein for the end of the Charter Period. The Renter further agrees that upon such Redelivery the Boat will be free and clear of any maritime liens, charges or other indebtedness incurred by the Renter or for the Renter's account, or by Renter for the Owner's account unless any such indebtedness incurred for the Owner is made pursuant to Owner's prior written authorization or as a result of salvage necessary to protect the Boat from damage. At Redelivery, Renter shall ensure that the Boat is in as good of condition as it was at Delivery, normal wear and tear excepted. If the Renter fails to Redeliver the Boat by the end of the Charter Period such failure may constitute an unauthorized taking of the Boat and the Renter will be fully liable for all legal fees, costs, and expenses including consequential loss of potential charter or charter income to the Owner, up to the replacement cost of the Boat and its equipment.

Times for pick up and return of the Boat are subject to extensions resulting from force majeure. Force majeure is defined as any cause directly attributable to acts, events, non-happenings, omissions, accidents, or Acts of God, beyond the reasonable control of the Owner or the Renter (including, but not limited to, strikes, lockouts or other labor disputes, civil commotion, riots, blockade, invasion, war, fire, explosion, sabotage, storm, collision, grounding fog, governmental act or regulation, major mechanical or electrical breakdown beyond the Owner's or the Renter's control and not caused by either the Owner's or the Renter's negligence).

Clause 4. Insurance, Liability and Indemnification.

Renter shall on its own behalf and for its benefit, procure and maintain and / or confirm all necessary insurance to cover potential claims against Renter, Owner, Captain (if any), Crew (if any) and Ultimate Yachtlife LLC, as provided herein, arising out of Renter's use of the Boat during the Charter Period.

Insurance. Renter shall at a minimum procure and maintain the following insurance related to the operation of the Boat during the term of this Charter, including (1) Hull and Machinery Insurance (with the Loss Payee as indicated on the Charter Confirmation) to the full extent of the value of the Boat as indicated on the Charter Confirmation; (2) Marine Protection and Indemnity Insurance (including crew coverage for personal injury or death, whether brought pursuant to the Jones Act, General Maritime Law, Unseaworthiness, Vessel Owner Negligence, Maintenance and Cure or otherwise) in a coverage amount of at least \$1,000,000; and (3) Vessel Pollution Insurance. Renter shall be responsible for paying any deductible amounts that become due under any of these insurances without reimbursement from Owner.

Liability. The Renter shall be solely liable for any and all claims of any kind arising out of

or related to this BCA and the Renter's use of the Boat, howsoever caused, including (1) claims within the deductible of the insurance policies required above, (2) liability for covered claims in excess of the limits of said policies, (3) claims for personal injury or death by or on behalf of paid crew whether brought pursuant to the Jones Act, General Maritime Law, Unseaworthiness, Vessel Owner Negligence, Maintenance and Cure or otherwise, (4) all claims which are not covered by the above referenced policies, or (5) claims for which coverage fails or is voided due to the violation of this BCA by Renter or otherwise. The Renter further assumes all risk involved in the use and operation of the Boat and equipment and acknowledges the inherent and natural hazards and perils of boating.

Indemnification. The Renter further agrees to defend, indemnify, and hold harmless Owner, Ultimate Yachtlife LLC, their, officers, directors, employees, contractors, sub-contractors, organizational affiliates, administrators, other participants, any sponsors, advertisers, and employees or agents, against any and all claims arising out of Renter's use of the Boat, howsoever caused, which are not covered by the insurance provided above for any reason including Renter's violation of this BCA, and including claims which are below the deductible for such coverage, or which are in excess of the policy limits of such policies.

Clause 5. Damage / Security Deposit.

Damage. Renter agrees to pay out of pocket for all uninsured loss or damage, excessive cleaning, or associated costs arising from the Charter and agrees to pay the Owner for any loss, damage, theft, disappearance, collision or other occurrence to the Boat during the Charter Period.

The Renter agrees to immediately report any accident, loss or damage to the Owner and Ultimate Yachtlife LLC and further agrees to cooperate and provide written or oral statements to the Owner or its designated representative.

Clause 6. Waiver of all Warranties and Breakdowns.

It is agreed by the parties that Renter has had an opportunity to inspect and survey the Boat, at Renter's expense and, subject to the provisions set forth below, accepts the Boat as fit for any and all purposes, and that Owner specifically disclaims all warranties, whether express or implied, concerning the seaworthiness of and/or fitness of the Boat for any particular purpose to which Renter will put it.

Security Deposit. The Security Deposit specified on the Charter Confirmation shall be due and payable in accordance with the Fee Schedule, which is hereby incorporated by reference, and shall be held by Ultimate Yachtlife LLC for the benefit of Owner and may

be used in, or towards, discharging any liability that the Renter may incur under any of the provisions of this BCA. To the extent that the Security Deposit is not so used, then it shall be refunded to the Renter as per the terms outlined in the Fee Schedule.

Clause 7. Use of Boat.

Recreational Use ONLY. The Renter agrees that the Boat shall be employed exclusively as a recreational boat for the sole and proper use of himself, family, guests and servants during the term of this BCA. The Renter shall not transport passengers for hire, transport cargo, or engage in any trade nor in any way violate the revenue laws, or any other laws of the United States.

Navigation Limits. The Boat shall only be used within the Navigation Limits set forth in the Boat's insurance policy and as set forth in the Charter Confirmation. Violation of these limits shall be considered as a theft or conversion of the Boat and treated accordingly. Renter agrees that all navigational limits are subject to weather and Owner does not guarantee destination.

Running Expenses. The Renter agrees to pay all running expenses during the Charter Period, including but not limited to:

dockage and consumable goods and any other expenses necessary to maintain the Boat and its occupants in good order during the Charter Period.

The operating costs of the Boat during the Charter Period, including expenses for fuel, food, water, electricity, laundry, daily maintenance and repair, consumable stores of the boat, pilotage, diver's fees, port charges, customs fees, local taxes as applicable, and provisions and supplies for the Renter's use and enjoyment;

The Renter shall return the Boat with the same amount of fuel as when it was picked up by the Renter or the Renter's Captain as indicated on the Check-out/Check-in List. If the Boat is returned with less fuel then the Renter shall be responsible to pay the cost of the missing fuel per the Fee Schedule.

Captain's fee and any crew fees, if applicable;

The cost of insurance during the Charter Period.

The repair of any damage to the Boat incurred by Renter or the Captain during the Charter Period which is not fully covered by the insurance on the Boat, including any deductibles.

Location of Safety Equipment. The Renter acknowledges that he has been informed of the whereabouts of the safety equipment on board the Boat. The Renter will, at no time, allow any person(s) to use, operate, or be carried in the Boat without approved personal floatation devices being available for each person.

Compliance With Laws. Renter shall ensure compliance with all Local, State and Federal laws and US Coast Guard regulations during the Charter Period as well as the laws and regulations of any jurisdiction into whose waters the Boat shall enter during the course of this BCA.

If the Renter or any of the Renter's guests shall commit any offense contrary to the laws and regulations of any jurisdiction which results in the Boat being detained, arrested, seized or fined, the Renter shall indemnify the Owner against all loss, damage and expense incurred by the Owner as a result and the Owner may, by notice to the Renter, terminate this Agreement forthwith.

Renter shall be liable for fines, penalties, damages and forfeitures as a result of negligence or intentional acts of Renter, Renter's Guests or Invitees, and Renter shall indemnify, hold harmless and defend Owner for such acts.

Alcohol. The Renter warrants and agrees not to operate the Boat nor allow the Boat to be operated by any operator that is under the influence of alcohol.

Zero Tolerance For Drugs or Contraband. The Renter acknowledges and has been informed of the U. S. Coast Guard's policy of "zero tolerance" of drugs aboard boats and warrants to Owner that there will be no illegal drugs or other contraband brought aboard the Boat at any time during the Charter Period or extension thereof. The Renter further agrees to fully indemnify the Owner for any losses the Owner suffers in the event that the Renter breaches this covenant. Renter further agrees to indemnify the Owner from any and all losses, fines, penalties, damage, and any other type of loss, including legal fees and costs through the appellate level, incurred by Owner in defending any action brought against the Owner by a governmental agency, whether local, state, Federal, or foreign as a result of the violation of any governmental regulation or contraband laws.

Boat Survey / Inspection. If the Renter desires, as part of this BCA, Renter may request a survey of the Boat at Renter's expense to take place before the Charter Period and again at the end of the Charter Period to assess the Boat's condition, or Renter may waive this right to survey. The Renter acknowledges that the Renter and/or the Renter's Captain has examined or will examine the Boat described in the Charter Confirmation and has or will visually inspect and verify the condition thereof prior to beginning the Charter Period. Before accepting the Boat, the Renter will be given the option to submit

date-stamped electronic photographs of any pre-existing damage. Renter may be liable for any damage Renter fails to document before accepting the Boat. The Renter and the Owner or Owner's Designated Agent shall complete the Check-out / Check-in List at the beginning and end of each Charter Period.

No Swimming/SCUBA/Snorkeling/diving/water skiing from Vessel. CHARTERER shall not permit any swimming, scuba diving, skin diving, helmet diving, snorkeling, waterskiing, aquaplaning, para-sailing or any similar activity from the Vessel. No Beaching. RENTER shall not beach or permit the Boat to be beached at any time during the Charter Period.

Boat Weight Limit / Capacity. The maximum number of passengers the Renter will allow aboard the Boat at any time will be the lesser of the Boat's maximum safe capacity, or twelve people. Renter shall never exceed, or allow members of Renter's party to exceed the total passenger / weight capacity of the Boat.

Clause 8. Non- Assignment.

The Renter may not assign this BCA or sub-charter the Boat.

Clause 9. Liens.

The Renter, his agents and employees have no right to power or permit or suffer the creation of any maritime liens against the Boat except for salvage necessary to protect the Boat from damage or for crew's wages. The Renter agrees to indemnify, defend and hold the Owner harmless of and from any charges, suits, liens or losses in connection therewith, including reasonable attorney's fees.

Clause 10. Manning Requirements.

The Renter warrants and agrees that he has or will always use a captain experienced and competent in the handling of a craft of the type and size as the Boat, and that the operator will have the appropriate Coast Guard License and sufficient knowledge of seamanship, piloting, mechanical systems, and rules of the road to safely operate the Boat in compliance with all applicable laws and regulations.

Renter is free to select any operator so qualified to operate the Boat for the Charter Period. Renter shall provide the name of its selected operator on the Charter Confirmation and that individual shall be the only operator of the Boat during the Charter Period. Operation of the Boat by anyone else during the Charter Period is a violation of this BCA.

Renter agrees that it alone will be the employer of any operator selected by Renter and that said operator and crew will be so notified and agree that they are not the employee or borrowed servant of the Owner and will make no claims of any kind against Owner on the basis of any alleged employment relationship with Owner.

The Renter warrants that he/she has appropriate knowledge of operation of the Boat and understands and agrees that this bareboat charter is not contingent upon his/her prior experience with this specific Boat. The Renter further agrees and understands that he/she may be provided with minimal written and/or oral instructions in the operation of said Boat and equipment and further agrees to indemnify and hold Owner harmless against and from any and all damages, claims, or causes of actions relating to the use and operation of the Boat under this BCA. The Renter understands that, should he/she permit the operation of the Boat by the Captain or a member of his/her party other than himself/herself, all terms and conditions of this BCA remain the same: the Renter's liability and responsibility shall not cease or be altered in any way and shall be extended to those he permits to operate the Boat and his/her guests.
his/her guests.

Clause 11. Arbitration, Applicable Law & Venue. Any controversy or claim arising out of or relating to this BCA, or breach thereof, shall be governed by the United States General Maritime Law or, where said law is silent, by the law of the state of Florida.

Subject to the provisions herein contained, any dispute in connection with the interpretation and fulfillment of this BCA shall be decided by, and in accordance with, the rules and procedures of Arbitration Resolution Services ("ARS"), such arbitration to be held in Tampa, Florida, unless another place is mutually agreed upon. The parties expressly agree to abide by any and all rules of ARS then in effect as found on their web site at www.arbresolutions.com. In the event that a party fails to pay any award, the award may be converted to judgment in a Court of competent jurisdiction.

Clause 12. Responsibilities. Renter agrees to promptly report to the Owner any damage to or problems with the Boat. If Renter does not promptly report damage immediately to Owner it is a breach of this BCA.

Clause 13. Severability. If any provision of this BCA is deemed or held to be invalid, illegal or unenforceable, such invalidity, unenforceability or illegality shall not affect the validity, enforceability or legality of the remaining provisions of this BCA and this BCA will be deemed to be amended to the extent necessary to make it valid, enforceable and legal, or, if necessary, this BCA will be deemed to be amended to delete the invalid, unenforceable or illegal provision or portion thereof. In the event any provision is deleted or amended, the

remaining provision(s) will remain in full force and effect.

Clause 14. Gender. Unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing any gender include any gender.

Clause 15. Variation. No variation of this BCA shall be valid unless it is in writing and signed by or on behalf of the renter. The expression “variation” shall include any amendment, variation, supplement, deletion, termination or replacement however effected.

Clause 16. Entire Agreement. This BCA including the documents referred to and incorporated by reference herein (including but not limited to the Charter Confirmation, the Ultimate Yachtlife LLC Terms of Service, and the applicable Policies and Procedures) constitutes the entire agreement and understanding between the parties and supersedes any prior arrangements, understandings or agreements (whether oral or written) between them relating to the subject-matter of this BCA.

Clause 17. Descriptive Headings / Recitals. The descriptive headings on the several sections of this BCA are inserted for convenience only. The defined terms in the Charter Confirmation and Terms of Service are incorporated herein as though set forth in full.

I have read and agree to the proceeding BAREBOAT CHARTER PARTY AGREEMENT

Renter
Name(Charterer)_____

Renter
signature_____

Date_____