E-mail: cotuitharbortours@gmail.com

Website: [www.cotuitharbortours.com](file:///C%3A%5CUsers%5CJohn%20Noonan%5CDesktop%5CDocuments%5CCotuit%20Harbor%20Cruises%5Cwww.cotuitharbortours.com)

Version June 9, 2020

**CLICK TO ACCEPT ABSOLUT CHARTER CONTRACT**

AGREEMENT made this day by clicking to accept the terms of this Charter Contract and entering the following information entered in the **“Book Your Cruise Page at www.cotuitharbourtours.com”** herein after called the **“Booking Form”** as completed by **“Principal Charterer”** herein after called **“Charterer”.** Such information includes:

* Principal Charter Name
* Principal Charter Phone Number
* Principal Charter Email Address
* Requested Date - or any other Date as mutually agreed by Charterer and “Company” as defined below
* Requested Time - or any other Time as mutually agreed by Charterer and “Company” as defined below
* Number of Passengers hereinafter **“Charter Party”**

This is a legal contract between **Charterer** and **“Eagle Management International LLC doing business as Cotuit Harbor Tours”** hereinafter referred to as the **“Company”,** for the charter of the ABSOLUT a 32’ Regulator Power Vessel hereinafter referred to as the **“Vessel”.**

By agreeing to and selecting **“Yes”** on the **Charter Contract Check Box** in the Booking Form, Charterer agrees to be bound by all terms and conditions found in this contract.

**TERMS AND CONDITIONS:**

Company agrees to let and the Charterer agrees to hire the Vessel in consideration of the terms set forth herein: Unless discussed and agreed beforehand, all charters will start and finish at Cotuit Town Dock, Cotuit, MA. This is a charter contract to cruise the waters Nantucket Sound.

**INCLUDED:**

The charter fee includes the services of a Captain and use of all on-board facilities

**MAXIMUM NUMBER OF SIX (6) GUESTS ON BOARD VESSEL**

**CHARTER DATES**: as per the Booking Form

**CHARTER CONTRACT PAYMENT TERMS:** Charter Fee as confirmed by Company

All payments shall be made in U.S. Currency or PayPal

**CANCELLATION:** Should the Charterer cancel the charter for convenience before the charter begins, Company will retain any deposit (if paid) and the parties will re-book an equivalent charter at a mutually agreed upon time. Should the Company cancel the charter due to dangerous weather conditions every attempt will be made to re-book at a time mutually convenient to the parties. In the event a mutual time cannot be arranged Company will return any Deposit paid in full.

**DELIVERY**: Company agrees to deliver the Vessel outfitted as a yacht of her size, type, with full equipment, inclusive of that required by law. The vessel will be clean and in good condition and ready for service.

**FORCE MAJEURE**: Force Majeure is defined as any cause attributed to acts of God, accidents, natural disaster, weather or other occurrences beyond the reasonable control of the Company, and not caused by the Company’s negligence. No warranty is made as to the suitability of weather with respect to this charter.
If a storm threatens or is forecast to threaten the expected location of the Vessel, as determined by the Captain in his/her sole discretion, the Captain shall have the option of terminating or cancelling the charter at any time that he/she deems necessary. Parties will make every effort to re-schedule at a mutually agreed upon time and date. Should the parties fail to re-schedule any Deposit paid will be refunded provided cancellation was due to weather as noted above.

**AUTHORITY**: Company warrants that the Captain meets all requirements necessary to legally command the yacht in the area chartered. While it is agreed the CHARTERER may determine the general movements and destination of the yacht within the boundaries of this Agreement, it is understood that the

Captain is in full command, and that the CHARTERER agrees to abide by his judgment as to clearance, tides, weather conditions, anchorages and other pertinent matters.

**INSURANCE:** Company maintains a Charter Vessel Insurance Agreement and insures the vessel against fire, marine and collision risks, and protection and indemnity coverage for the term of the charter. The Company and his insurance underwriters accept no responsibility for accidents, injuries, or death due to swimming or the use of snorkels, masks or allied equipment such as SCUBA equipment or fishing equipment whether supplied by the Company, his agents or the Charterer and his Charter Party. Neither the vessel nor the Company or his agents are liable for body injury or death related to inappropriate or negligent boarding or un-boarding of the Vessel, water skiing, or use of the vessel's dinghy or outboard motor.

**RESPONSIBILITIES**: Charterer agrees to replace or make good any injury to Vessel, her equipment and furnishings, caused by himself or his Charter Party, less ordinary wear and tear. The Charterer agrees that the Vessel shall be exclusively for pleasure purposes and shall in no way violate the laws of the United States, or of any government within the jurisdiction of which the vessel may be at any time. The Charterer agrees to prohibit the use or possession of any illegal drugs including marijuana on board the vessel and will be totally responsible for any loss or damage to the vessel due to any violation of Customs or applicable Drugs Acts. The penalty for discovery of illegal drugs and controlled substances other than by prescription on board a vessel is confiscation and immediate termination of this Agreement. Therefore, if such substances are used by or found in the possession of the Charterer or his party, they will be put ashore at the next opportunity without refund of the charter fee.

**ACCIDENTS**: The Company agrees that during the term of the Charter should the Vessel sustain breakdown of machinery, or be disabled, or damaged by fire, grounding, collision or other cause so as to prevent its use, the CHARTERER shall have the right to terminate the charter. The Company shall make a full return of all charter fees to the CHARTERER.

**Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19:** The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people. Eagle Management International LLC, doing business as Cotuit Harbor Tours (The Company) has put in place preventative measures to reduce the spread of COVID-19; however, the Company cannot guarantee that you or your child(ren) will not become infected with COVID-19. Further, taking a charter cruise could increase your risk and your child(ren)’s risk of contracting COVID-19. By accepting this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and I may be exposed to or infected by COVID-19 by taking a charter cruise and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 during a charter cruise may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Company employees. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren) or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with my child(ren)’s participation in a charter cruise. (Claims”). On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless the Company, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the Company

, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after a charter cruise.

 **LIABILITY:** CHARTERER HEREBY AGREES TO RELEASE AND DISCHARGE COMPANY OF AND FROM ANY AND ALL CAUSES OF ACTION FOR PERSONAL INJURY TO CHARTERER OR HIS CHARTER PARTY OR PROPERTY LOSS OR DAMAGE ARISING FROM ANY ACT OF NEGLIGENCE COMMITTED BY CHARTERER OR HIS CHARTER PARTY DURING THE CHARTER TRIP.