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

**COTUIT HARBOR TOURS CHARTER CONTRACT**

AGREEMENT made this date by and between **Cotuit Harbor Tours** hereinafter referred to as the “Company” and “*Reviewer and* *Principal Charterer”* hereinafter referred to as the **“Charterer”** for the charter of the ABSOLUT a 32’ Regulator Power Vessel hereinafter referred to as the “Vessel”.

**TERMS AND CONDITIONS:**

The 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 previously agreed via Cotuit Harbor Tours Booking Form.

**CHARTER CONTRACT PAYMENT TERMS:**

Charter Fee in $USD as agreed

50% Initial Deposit as agreed

Balance due on Charter Start Date as agreed

All payments shall be made in Certified Cashier’s Check or in U.S. Currency

**CANCELLATION:** Should the CHARTERER cancel the charter for convenience before the charter begins, Company will retain any deposit 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 with return any Deposit paid in full.

**DEFAULTS IN PAYMENT:** Should any instalment of charter fees not be paid on the date designated, the Company shall have the right to cancel this Agreement without prejudice and Deposit will be retained by Company as Company’s sole remedy.

**DELIVERY**: The 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 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 refund provided cancellation was due to weather as noted above.

**AUTHORITY**: The 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:** The Company insures the vessel against fire, marine and collision risks, and protection and indemnity coverage for the term of the charter, and thereby the Charterer shall be relieved of any and all liability for such loss or damage. 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 party. Neither the vessel nor the Company or his agents are liable for body injury or death related to water skiing, or use of the vessel's dinghy or outboard motor.

**RESPONSIBILITIES**: The Charterer agrees to replace or make good any injury to vessel, her equipment and furnishings, caused by himself or his 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 forfeiture of the vessel even if the presence of such substances is unknown to the crew. 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.

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

**IN WITNESS THEREOF,** **CHARTERER HAS REVIEWD THIS AGREEMENT AND BY SENDING THIS BOOKING FORM HAVE CHOSEN TO ACCEPT THE TERMS OF THIS AGREEMENT**