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**OWNER: The Trimarine Boat Company**

**MAILING ADDRESS: Trimarine Boat Company c/o Southern Trades  
PO Box 8309, PMB 613  
St John VI 00831**

**The Trimarine Boat Company/Cuan Law**

### **TERMS AND CONDITIONS**

#### **CLAUSE 1. AGREEMENT TO LET AND HIRE:**

The OWNER agrees to deliver the Yacht at the time and place stated in the Booking Form and the CHARTERER agrees to pay the fee and other agreed charges on or before the dates specified in this Agreement.

#### **CLAUSE 2. CHARTER FEE / INCLUSIONS & EXCLUSIONS:**

1. **Included** (unless specified otherwise under Special Conditions): The Total Charter Fee includes the hiring of the vessel, the services of a fully licensed Crew, meals, standard ship's bar, fuel, mooring fees and all expenses related to running of the Yacht and use of on-board leisure and sports equipment.
2. **Excluded** but not limited to (unless otherwise specified under Special Conditions): Cruising taxes and permits; clearance taxes; customary Crew gratuities at suggested rate of 15-20% of Charter Fee; scuba instruction and Scuba rental equipment; premium beverages and fine wines; excessive alcohol requests and/or consumption; off yacht excursions; dockage as requested by CHARTERER; fishing licenses (if required); telephone; airport, ferry and hotel transfers; or similar expenses incurred by the CHARTERER.

Any excluded expenses detailed in clause 2(b), above, shall be settled by the CHARTERER in cash, credit card, or upon other agreed means, prior to disembarking the Yacht.

#### **CLAUSE 3. GENERAL CONDITIONS:**

1. Conduct, safety and entertainment of children on board are the responsibility of the CHARTERER.
2. The CHARTERER and all Guests are responsible for ensuring they have a valid passport and acquiring a travel Visa if required due to their citizenship.
3. If smoking is permitted by the Crew, smoking is only permitted in a designated area and only on deck. No smoking below deck.
4. OWNER shall not be held responsible for expenses, travel-related or otherwise, incurred by CHARTERER or his/her Guests in connection with Clauses: 6 B, 8, 9 A, B, C & D, 10, 11 and 12.

**CLAUSE 4. DEFAULTS IN PAYMENT:**

Should any sums due under this Agreement not be paid when due, the CHARTERER shall immediately be notified in writing by OWNER. Should the CHARTERER not cure the payment default within ten (10) calendar days of such notice, the OWNER shall have the right to deem this Agreement repudiated and thereby cancelled by the CHARTERER.

**CLAUSE 5. TRAVEL INSURANCE:**

CHARTERER acknowledges that Travel Insurance with a Cancel For Any Reason policy upgrade (including Named Storms) is recommended to minimize CHARTERER'S financial risks pertaining to this Agreement. If CHARTERER does not/cannot purchase Travel Insurance, CHARTERER assumes **all** expenses and losses related to non-refundable payments of this Agreement. Purchase of Travel Insurance is at CHARTERER'S sole expense and discretion. OWNER shall not be held liable for any claims related to trip insurance.

**CHARTERER'S acknowledgment re Trip Cancellation Insurance:** \_\_\_\_\_ **Initials**

**CLAUSE 6. CANCELLATIONS:**

Any cancellation of this Agreement before the start of the Charter Period must be made in writing to the OWNER. The following terms shall apply:

- A. **CANCELLATION BY CHARTERER:** Should the CHARTERER give notice to cancel this Agreement before the Charter Period commences, funds already paid, as well as funds due at the date of such notice, shall remain immediately due and payable to OWNER, subject to the following provisions of this Clause. The OWNER shall undertake reasonable efforts to rebook the Yacht for this Charter Period. If the Yacht is rebooked for the Charter Period, or a portion thereof, Charter Fee payments made shall be refunded to CHARTERER pro rata, less a cancellation fee of 10% of the Charter Fee. If a rebooking of the Yacht does not occur for the Charter Period indicated herein, no refund shall be made.
  
- B. **CANCELLATION BY OWNER:** If the OWNER gives notice to cancel this Agreement for any reason other than Force Majeure (as defined in Clause 8), then OWNER shall reimburse CHARTERER for the full amount of all payments made by CHARTERER under this Agreement.

**CLAUSE 7. DELIVERY:**

The OWNER agrees to deliver the Yacht at the port of Boarding in full commission and in proper working order, having all licenses required for any jurisdiction within the CRUISING AREA, outfitted as a yacht of her size, type and accommodations, with full equipment, inclusive of that required by law, and fully furnished, including a fully equipped galley, linens and towels; in staunch, clean and good condition throughout and ready for service as per requirements set forth herein. This Agreement does not provide any warranty of comfort in regard to weather conditions. The OWNER and Crew shall apply best efforts to have onboard at time of Charter those on-board leisure and sports items as set forth in the Yacht's specifications as of date hereof, or a reasonable comparable alternative item of sports gear, water toys and other amenities. If any such item is of significant importance to CHARTERER this has been addressed within SPECIAL CONDITIONS herein. The absence of any such notation indicates the acceptance by the CHARTERER of a reasonable comparable or alternative item.

**CLAUSE 8. FORCE MAJEURE:**

Force Majeure shall mean any cause arising from natural disaster, government mandate, Hurricane & Named Storm, fog, public health crisis (including pandemics, epidemics, or the like), civil unrest, acts of war or terror, strikes, nuclear disaster, or other such occurrences beyond the reasonable control of the OWNER and not caused by the OWNER'S negligence or that of his/her Crew. Shipyard delays and crew changes shall not constitute Force Majeure.

The act of invoking of Force Majeure by OWNER shall not cause this Agreement to be declared void, terminated, cancelled or otherwise be rendered ineffective. If Force Majeure is invoked by OWNER by him/her providing the written notice(s) as set forth in Clause 9, this Agreement shall survive such invocation and shall stand until its terms have been performed, terminated or cancelled as provided herein.

**CLAUSE 9. DELAY IN DELIVERY / FAILURE TO DELIVER:**

- A. If for reasons other than Force Majeure, OWNER fails to deliver the Yacht to the CHARTERER at the port of Boarding within the time period of twenty-four (24) hours or within one-sixth (1/6) of the Charter Period, whichever period is shorter, without the prior consent of CHARTERER in writing, the CHARTERER shall be entitled to treat this Agreement as repudiated and cancelled by the OWNER which will invoke Clause 6 (b) of this Agreement and the CHARTERER shall have the same entitlements as referred to therein.
- B. If by reason of Force Majeure, OWNER fails to deliver the Yacht to the CHARTERER at the port of Boarding at the commencement of the Charter Period, but delivery is made within twenty-four (24) hours, or within one-sixth (1/6th) of the Charter Period, whichever period is the shorter, the OWNER shall pay to the CHARTERER a refund of the Charter Fee for the missed time at a pro rata rate, OR, if mutually agreed, the Charter Period shall be extended by a time equivalent to the delay. OWNER shall invoke Force Majeure in such instance by providing written notice to CHARTERER as soon as is practicable, but in no event more than five (5) business days after the triggering event.
- C. OWNER shall have the right to terminate or cancel this Charter for reasons of Force Majeure. In such event, OWNER shall provide written notice to the CHARTERER as soon as is practicable, but in no event more than fifteen (15) business days after the triggering event. In such event, CHARTERER shall be accorded the following options, with CHARTERER's selection being conveyed in writing to OWNER within fifteen (15) business days of the notice from OWNER declaring invocation of Force Majeure:

**EITHER**

- i. CHARTERER shall receive a credit for the total Charter Fee (pro rata, if Charter has commenced). Said credit may be used by CHARTERER to rebook their charter (or for the remaining portion of this Charter if it has already commenced) for a period within twelve (12) months of the original Charter Ending date and within the Yacht's availability per their calendar. CHARTERER shall not incur a rebooking fee. CHARTERER agrees to provide requested rebooking dates to OWNER within sixty (60) calendar days of the termination or cancellation notice or this Agreement shall be deemed repudiated and cancelled by CHARTERER. CHARTERER shall not be entitled to subsequently seek to postpone or change the dates of the rescheduled charter.

**OR**

- ii. A refund of fifty percent (50%) of the Charter Fee (pro rata, if Charter has commenced) from OWNER to CHARTERER.

- D. If due to governmental mandate or travel ban, CHARTERER is unable to reach the port of Boarding within twenty-four (24) hours or within one-seventh (1/7) of the Charter commencement, then CHARTERER shall be accorded the following options which may, upon CHARTERER providing proof of such inability, be exercised no sooner than fourteen (14) calendar days before Charter, unless otherwise agreed in writing:

**EITHER**

- i. CHARTERER shall receive a credit for the total Charter Fee and said credit may be used by CHARTERER to rebook their charter for a period within twelve (12) months of the original Charter Ending date and within the Yacht's availability per their calendar. CHARTERER shall not incur a rebooking fee. CHARTERER agrees to provide requested rebooking dates to OWNER

within sixty (60) calendar days of the termination or cancellation notice or this Agreement shall be deemed repudiated and cancelled by CHARTERER. CHARTERER shall not be entitled to subsequently seek to postpone or change the dates of the rescheduled charter.

**OR**

- ii. A refund of fifty percent (50%) of the Charter Fee (pro rata, if Charter has commenced) from OWNER.

**CLAUSE 10: HURRICANE & NAMED STORM POLICY:**

In the event of the approach of a Named Storm, the CHARTERER and all guests will not be permitted to remain on board the Cuan Law. The CHARTERER and any guests may fly home or stay ashore and return to complete the charter if conditions permit. The OWNER will not be responsible for any airfares, travel, hotel or other expenses incurred as a result.

**CLAUSE 11. ACCIDENTS/MECHANICAL ISSUES:**

The OWNER agrees that should the Yacht, after delivery, sustain breakdown of machinery, or be disabled, or damaged by fire, grounding, lightning strike, collision or other cause so as to prevent its use by the CHARTERER for a period of twenty-four (24) consecutive hours or more, or should the Yacht be lost or said damage(s) be so extensive that the Yacht cannot be, or is not repaired within twenty-four (24) hours, none of the above being brought about by any act or default of the CHARTERER or any Guest, the CHARTERER shall have the right to terminate the Charter by giving immediate notice in writing to the Captain or to the OWNER. The OWNER shall make a pro rata return of total Charter Fees to the CHARTERER from the time of such loss or damage to the end of the Charter.

**CLAUSE 12. CAPTAIN'S AUTHORITY:**

The OWNER warrants that the Captain meets all requirements necessary to legally command the Yacht in the Cruising Area. The Captain remains in full command, with responsibility for the safety of the Yacht and all persons aboard and shall have the absolute authority to terminate or cancel this Charter any time s/ he deems necessary, in an event of Force Majeure or otherwise. Such authority shall extend to all aspects of the Charter, including, but not limited to, anchoring, sailing, use of water toys and equipment, health-related issues, and all other matters that the Captain believes may affect the safety and well-being of all aboard and which are unavoidable. The Crew shall advise OWNER of any such concerns as early as practicable, but the Captain's decision-making authority on all such matters shall remain absolute. If there is a breach of the restrictions in Clauses 13,14 and 15 of this Agreement and that breach continues after the Captain has given first a verbal warning to the CHARTERER, he shall inform the OWNER, and the OWNER may terminate this Agreement. The CHARTERER and all Guests shall immediately disembark Yacht (or shall do so at the next port of call) and shall not be entitled to any refund.

**CLAUSE 13. NAVIGATION LIMITS:**

The CHARTERER agrees to restrict the cruising of the yacht to the area specified on the first page of this Agreement as the designated Cruising Area and to areas within such Cruising Area in which Yacht is legally allowed to cruise during the Charter Period.

**CLAUSE 14. INSURANCE:**

The OWNER agrees to keep the Yacht fully insured against fire, marine and collision risks and with protection and indemnity coverage for the full term of the Charter Period. The CHARTERER shall not be liable for any such loss or damage which is covered by such insurance or would have been had the OWNER complied with this clause. The CHARTERER may purchase additional charter liability insurance at his /her expense. During the term of this Charter, each Party, including all of CHARTERER's Guests, shall be responsible for their own negligence. Any party having a claim for loss, injury, or damage, regardless of whether any such loss, injury, or damage occurs on board the Yacht or elsewhere, shall not bring a claim against another party related to this Agreement where the cause is the claiming party's own negligence. OWNER shall not be held responsible for loss or damage to personal property or for any injury suffered by the CHARTERER any of his/her guests, during the term of charter, regardless

of whether such loss or injury occurs onboard the Yacht or elsewhere, unless such loss, damage, or injury is the direct and proximate result of OWNER's gross negligence. More specifically, but without limiting the foregoing, the CHARTERER and all of his/her Guests accept all risks for accidents, injuries, or death related to the Yacht's dinghy or outboard motor, swimming and/or the use of (by way of example, not limitation) snorkels, masks, or allied equipment (such as SCUBA equipment), water skiing, wakeboarding, tubing, windsurfing, personal watercraft, spinnaker flying, halyard flying, floating toys, and other sports equipment, whether or not supplied by OWNER or CHARTERER, and shall indemnify and hold OWNER AND CREW harmless for such occurrences.

**CLAUSE 15. DRUGS AND OTHER ILLEGAL ACTIVITIES:**

The Yacht has a Zero-Tolerance policy regarding illegal drugs and other illegal activities. The use, transportation or possession of illegal drugs or narcotics (INCLUDING MEDICAL MARIJUANA and CBD PRODUCTS) or of any other contraband, or the participation in any other unlawful activity, is strictly prohibited. The participation in any of these activities by the CHARTERER or any Guest constitutes a serious breach of this Agreement. The penalty for the discovery of illegal drugs and controlled substances onboard 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 any Guest, this Agreement will be immediately terminated, the local authorities will be informed and the CHARTERER and all Guests shall immediately disembark the Yacht at the next port of call without a refund of any portion of the Total Charter Fee. CHARTERER will be held responsible for any loss (expenses) or damage to the OWNER and/or the Yacht due to any such violations. OWNER shall have no liability for any travel or accommodation expenses of CHARTERER or any of the Guests (including, without limitation, any cost or expense of hotels, meals, flights, ground transportation, or the like).

**ADDENDUM DUE TO COVID-19**

Due to the current global pandemic, should the CHARTERER, any of the guests or crew either test positive before the charter or show symptoms of COVID-19 during the charter, the OWNER is required to follow all current government regulations at that time. Further guidelines will be provided in the event of either scenario.

Please note: All guests must be fully vaccinated, or have undergone BVI quarantine protocols before joining the Cuan Law.