



CHARTER AGREEMENT

1900 Shore Pkwy, Brooklyn, New York 11214

T. 718-614-2058 Email: info@oceanlimo.com

THIS AGREEMENT made on the _____ day of _____, 2009

Between of Owner or Agent of the vessel “ EROS ” of an overall length of about 50 feet, (hereinafter “Owner)

And

_____ of _____ (hereinafter "Charterer.") WITNESSETH:

TERM, HIRE & PAYMENTS

In consideration of the covenants herein after contained and upon receipt of the charter deposit herein referenced, the Owner agrees to let, and the Charterer agrees to hire the yacht

On the _____ day of _____ 2009, (“charter inception date”)

Time from _____ until to _____ (“charter period”)

For a total sum of \$ _____ Plus applicable tax \$ _____, of which amount 50% shall be paid upon the signing of this agreement as a charter deposit (“\$ _____”).

The balance of \$ _____ be due 20 days before boarding in cleared funds.

Gratuity (10%) and docking fees \$ _____

CHARTER PARTICULARS

PORT OF DELIVERY: _____

Cruising Area: _____

Maximum Number of Guests on board: _____

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ACCEPTANCE OF VESSEL

Upon accepting this yacht/boat the **Charterer** agrees that, except where noted in the check-out form, the yacht and its furnishings and equipment is undamaged and in proper working order to **Charterer** satisfaction. The **Charterer** shall be offered the opportunity to inspect the yacht including the yacht's inventory, hull, deck, canvas, propulsion system including propellers, shafts, rudders, struts, underwater hull, electronics and all equipment unless noted upon the pre-departure inspection meets to **Charterer** satisfaction. Any incidental breakdowns to yacht equipment other than to the main propulsion system shall not be cause for discount or pro-ration of the yacht fee. The **Charterer** further agrees that by signing this contract any breakdowns or damages caused to vessel after accepting vessel will solely be the responsibility of **Charterer** and all expenses related to incident will be immediately charged to the Charterer's credit/charge card when applicable.

CONDITIONS

The **Charterer** shall pay in addition to the Charter Fee and at cost: all harbor customs formalities, local taxes as applicable; food and beverages for the Charterer's party, all communications costs for the Charterer's party.

AGREEMENT TO LET AND HIRE

The **Owner** agrees to let the Vessel to the **Charterer** and not to enter into any other Agreement for the Charter of the Vessel for the same period. The **Charterer** agrees to hire the Vessel and shall pay the Charter Fee, the Advance Provisioning Allowance, the Delivery/Redelivery Fee, the Security Deposit and any other agreed charges, in cleared funds, on or before the dates and to the Account specified in this Agreement.

SIGNATURES

The **Owner** and **Charterer** accept form part of this Agreement plus any Conditions shown above or Addenda attached. Signed facsimile copies of this Agreement shall be binding

USE OF THE VESSEL

The **Charterer** shall comply, and shall ensure that the Guests comply, with the laws and regulations of any part of country into whose waters the Vessel shall enter during the course of this Agreement. The **Charterer** shall ensure that no pets or other animals are brought on board the Vessel without the consent in writing of the **Owner** or **Ocean Limo, Inc.** The **Charterer** shall ensure that the behavior of the charter party shall not cause a nuisance to any person or bring the Vessel into disrepute. The **Charterer** and guests shall afford the crew due respect at all times.

The Captain shall promptly draw the Charterer's attention to any infringement of these terms by himself or his Guests, and if such behavior continues after this warning, the Captain shall inform the **Owner** or his Broker, and the **Owner** may, by notice in writing given to the **Charterer**, terminate this Agreement. If the **Charterer** or any of the Guests shall commit any offence contrary to the laws and regulations of any part of the country which results in any member of the crew of the Vessel being detained, fined or imprisoned, or the Vessel being detained, arrested, seized or fined, the **Charterer** 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 **Charterer**, terminate this Agreement forthwith. It is also specifically understood that the

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possession or use of any illegal drugs or any weapons (including particularly firearms) is strictly prohibited on board the Vessel and failure to comply shall be sufficient reason for the **Owner** to terminate the **Charter** forthwith without refund or recourse against the **Owner**.

MAXIMUM NUMBER OF PERSONS - RESPONSIBILITY FOR CHILDREN - HEALTH OF THE CHARTERER'S PARTY

The **Charterer** shall not at any time during the Charter Period permit more than the Maximum Number of Guests Sleeping or Cruising on Board plus, at the sole discretion of the Captain, a reasonable number of visitors whilst the Vessel is securely moored in port.

If children are taken on board, the **Charterer** shall be fully responsible for their conduct and entertainment and no member of the crew shall be held responsible for their conduct or entertainment.

The nature of a charter may render it unsuitable for anybody with physical disability or undergoing medical treatment. By signature of this Agreement the **Charterer** warrants the medical fitness of all members of the Charterer's party for the voyage contemplated by this Agreement. The **Charterer** and his party undertake to have all necessary visas and vaccinations for the countries to be visited.

DELIVERY

The **Owner** agrees to deliver the yacht _____ Marina at or before the time and place specified in Paragraph 1. Should it be impossible for the **Owner** to make delivery as stipulated, and should such delivery not be made within forty eight (48) hours thereafter, then this Agreement may be canceled by the **Charterer** and any monies paid shall be returned to the **Charterer** without further liability for the **Owner**. In this event, **Owner** shall also compensate the agent and/or broker in the full amount of any commissions and fees due on said charter.

RE-DELIVERY

The **Charterer** agrees to return the vessel to the **Owner** at or before the time and date specified in Paragraph 1. The **Charterer** further agrees to redeliver the yacht, vessel's equipment and furnishings, free and clear of any indebtedness incurred by the **Charterer** or for the Charterers account, or for the Owner's account unless said indebtedness incurred for the Owners shall be pursuant to written authorization by the **Owner**. **Charterer** shall redeliver the yacht at expiration of charter in as good condition as was taken. But should it be impossible for the **Charterer** to make redelivery of the yacht as stipulated, he shall pay pro rata to the **Owner** for the time that such delivery was delayed as well as the Owner's costs incurred as a result of said recovery or abandonment, except in the event of total loss or serious damage to the yacht.

CAPTAIN'S AUTHORITY

The **Owner** shall ensure that the Captain shows the **Charterer** the same attention as if the **Charterer** were the **Owner**. The Captain shall comply with all reasonable orders given to him by the **Charterer** regarding the management, operation and movement of the Vessel, wind, weather and other circumstances permitting. The Captain shall not, however, be bound to comply with any order which, in the reasonable opinion of the Captain, might result in the Vessel moving to any port or place that is not safe and proper for her to be in, or might result in the **Charterer** failing to re-deliver the Vessel upon the expiration of the Charter Period, or would, in the reasonable opinion of the Captain. Further, without prejudice to any other remedy of the **Owner**, if, in the reasonable opinion of the Captain, the **Charterer**

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or any of his Guests fail to observe any of the provisions such failure continues after the Captain has given due and specific warning to the **Charterer**, the Captain shall inform the **Owner** and the Broker(s) and the **Owner** may terminate the **Charter** forthwith or instruct the Captain to return the Vessel to the Port of Re-Delivery and upon such return the Charter Period shall be terminated. The **Charterer** and his guests shall disembark, the **Charterer** having settled all outstanding expenses with the Captain beforehand and the **Charterer** shall not be entitled to be refunded any of the Charter Fee. With particular regard to the use of equipment, the Captain shall have the authority to exclude the **Charterer** or any or all of his Guests from use of any particular equipment if, in his reasonable opinion, they are not competent, are unsafe, are behaving in an irresponsible manner, or are failing to show due concern for other persons when operating this equipment.

FORCE MAJEURE

In this Agreement 'force majeure' means any cause directly attributable to acts, events, non-happenings, omissions, accidents or Acts of God beyond the reasonable control of the **Owner** or the **Charterer** (including, but not limited to, strikes, lock-outs 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 crew's control and not caused by Owner's negligence). Crew changes do not constitute force majeure. Force majeure does not excuse the **Owner** from payment of commissions.

INSURANCE

The **Owner** agrees to keep the yacht fully insured against fire, damage, marine collision, risk, hazards of the voyage, including engine, hull and vessel equipment for the term of the charter period. During the charter period and any extension thereof, the **Charterer** shall be liable for any loss, damage, or injury that may be the fault of, or occasioned by the negligence of the **Charterer**, his guests or servants. In case of any accident or other disaster, the **Charterer** shall give the **Owner** prompt notice of said loss.

It is further understood and agreed between **Owner** and the **Charterer** and guests, that sailing has certain inherent risks.

We strongly urge everyone to exercise great care while on the yacht.

INDEMNIFICATION

The **Charterer** agrees to be solely responsible for any and all damage, not otherwise covered by insurance, caused any damages related to abuse or mistreatment of vessel during the charter period, or extension thereof.

The **Charterer** has been informed by the **Owner** of the U. S. Coast Guard's policy of "zero tolerance" of drugs aboard vessels and warrants to **Owner** that there will be no illegal drugs or other contraband brought aboard the vessel at any time during the charter period or extension thereof. The **Charterer** further agrees to fully indemnify the **Owner** and/or Agent for any losses the **Owner** suffers in the event that the **Charterer** breaches this covenant. **Charterer** further agrees to indemnify the **Owner** and/or Agent from any and all losses, fines,

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penalties, damage, and any other type of loss, including legal fees and costs through the appellate level, incurred by **Owner** and/or **Agent** in defending any action brought against the Owner by a governmental agency, whether local, state, Federal, or foreign as a result of said grounding of the vessel and/or the violation of any and all contraband laws or governmental regulations.

The **Charterer** further agrees to indemnify and save the **Owner** and/or **Agent** harmless from any and all liabilities for loss, damage, accident, or injury to himself or third persons, occasioned by the negligence of the **Charterer**.

BREAKDOWNS

Charterer shall pay for the cost of any unnecessary service calls.

In accepting this yacht the **Charterer** agrees that the yacht is in proper working order and that he/she has checked the yacht to his/her satisfaction. Any incidental breakdowns to yacht equipment other than to the main propulsion system shall not be cause for cancellation of the charter or pro-ration of the yacht fee.

NAVIGATION LIMITS

The **Charterer** agrees to restrict the cruising of the yacht to the New York near coastal areas unless herein noted (vessels are not allowed to travel further than 5 miles from shore in any direction. On select approved vessels only- additional cruising area limited to (_____)). Ocean Limo Approval: _____*Traveling outside of restricted cruising limits is reason for default of all security deposits and the US Coast Guard & local authorities will be made aware of violation. The **Charterer** shall also restrict time under way, unless the Captain, at his sole discretion, agrees to exceed this time. The incident will be dealt with as a vessel theft and prosecuted to the extent of the law.

RESTRICTED USE

The **Charterer** shall not transport passengers for pay or engage in any trade nor in any way violate the revenue laws, or any other laws of the United States, each and any of the sovereign states, or any other government or jurisdiction whose waters the yacht may be in. If vessel is found or detained in relationship to any illegal operation all funds and deposits will not be returned and chartered is responsible for any additional fees related with safe return of vessel to marina and any required repairs.

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NON-ASSIGNMENT

The **Charterer** shall not assign this Agreement, sub-let the Vessel or part with control of the Vessel without the consent in writing of the **Owner**, which consent may be on such terms as the **Owner** thinks fit.

DEFAULTS

It is mutually agreed that should any installment of the charter fees not be paid on the date designated, the **Owner** shall have the right to cancel the charter and retain any moneys previously collected.

DIVING AND SWIMMING

The **Owner** and insurance underwriters of the yacht accept no responsibility or liability for accidents, injuries or death due to swimming, snorkeling, or the use of SCUBA equipment, or any other water sports equipment, whether or not it is supplied by the **Owner** or **Charterer**.

RESIDENT AGENT

The **Charterer** hereby appoints the Secretary of State of New York as his agent to receive Service of Process in the event that suit is filed by the **Owner** against the **Charterer**.

BROKERAGE FEES

The **Owner** and **Charterer** recognize **Ocean Limo, Inc.** as sole broker/agent in connection with this agreement, and the **Owner** agrees to pay said broker the mutually agreed brokerage fees in connection with said charter. Whereas the broker may make recommendations regarding the general condition and reputation of the vessel, the broker does not act as a guarantor of the performance of either party and cannot be held liable or sued upon this contract. Any disputes must be settled between **Owner** and **Charterer** and not by the broker, or broker's credit/charge card establishment.

ADDITIONAL CONDITIONS

Charterer agrees to limit the total number of passengers on board the vessel to the maximum number allowed as per the vessel's internet information page. A penalty of \$500 per additional person shall apply if the vessel is overloaded. There will be no smoking inside or below decks.

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ARBITRATION AND LITIGATION

Any controversy or claim arising out of or relating to this agreement, or breach thereof, shall be settled by arbitration in accordance with the rules of The American Arbitration Association, said arbitration to be held in County of New York unless another location is mutually agreed upon. Judgment upon any award reached by the arbitrators may be entered in any court having jurisdiction thereof. Any litigation arising out of or in any way related to this agreement or charter will be held only in County of New York. **Charterer** further agrees to pay reasonable attorney's fees incurred by the Owner and/or Agent in enforcing the provisions of this agreement.

COMPLAINTS

The **Charterer** shall give notice of any complaint in the first instance to the Captain on board and note shall be taken of the time, date and nature of the complaint. If, however, this complaint cannot be resolved on board the Vessel then the **Charterer** shall give notice to the **Owner** or to the **Agent** on the Owner's behalf as soon as practicable after the event giving rise to the complaint has taken place of the event or occurrence unless it is impracticable due to failure or non-availability of communications equipment. The complaint may be made verbally in the first instance but shall be confirmed as soon as possible in writing specifying the precise nature of the complaint.

RESPONSIBILITIES

The **Charterer** will be held responsible for any damage to THE YACHT due to negligence, misuse, or lack of proper preservation. Any damage to or problems with THE YACHT will be reported immediately to Ocean Limo, Inc. representative in Brooklyn, New York who will arrange for any and all servicing and repairs. If client does not report damage immediately to Ocean Limo, Inc. it is a violation of this agreement and will be interpreted and client being less than truthful about circumstances.

ILLEGAL CONTRABAND/ SMUGGLING

If the charterer is involved in any illegal form of smuggling or illegal contraband, all monies paid will be forfeited and charterer is subject to penalty at full extent of U.S. law. If boat is confiscated or needs to be recovered in a foreign port or location other than New York home port the charterer is responsible for all expenses related to vessel recovery.

MARITIME LIENS

Charterer shall not permit maritime liens, salvage or debts to be incurred against the yacht or the credit of Owner. Charterer shall not abandon the yacht or enter into a salvage agreement without prior consent of Owner.

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REPORTING ACCIDENT

If the vessel is involved in an accident of any nature, or is involved in an accident that may give rise to a claim to the insurance underwriter, or sustains a breakdown of machinery, or becomes disabled for any reason, the **Charterer** agrees to contact the **Owner** and **Ocean Limo, Inc.** by the most direct possible means, without delay, with the full detail of said accident or incident, and to confirm the details in writing right away of said incident or accident. The **Charterer** agrees not to admit or accept responsibility to any person whatsoever for any property damage or bodily injury, and the **Charterer** agrees to advise all people aboard the chartered vessel not to admit or to accept responsibility to any person except to Owner's insurance underwriter. The **Charterer** agrees to cooperate and assist insurance underwriter with any and all information regarding any damages or claims made against the vessel or its insurer. The **Charterer** agrees not to authorize repairs, other than those required to secure or protect the vessel from further damage, before obtaining instructions from **Owner** or Ocean Limo's manager.

ACCIDENT OR LOSS

The **Charterer** agrees to employ any means available to protect the vessel from further loss or damage if an accident or loss occurs, and agrees not to abandon the vessel until all possible protection has been given to the vessel. The **Charterer** agrees to advise any Master/Skipper or crew on board the vessel of this clause. The **Owner** or insurance underwriter will reimburse any reasonable expense to protect salvage of the vessel up to the maximum limit for which there is coverage on the policy.

AVAILABILITY & VESSEL READINESS

If vessel is not available for the contracted scheduled date for any reason, the charterer will receive a refund. **Charterer** also agrees not to make any claims against **Owner** or **Ocean Limo Inc**, if vessel is not made available for any reason.

Ocean Limo, Inc. as Agent is responsible for deciding if vessel(s) are ready and seaworthy to be chartered by client.

CANCELLATION POLICY

It is agreed by both parties that in the event this agreement is canceled by the **Charterer** more than 60 days prior to the charter period, a cancellation fee of 25% of the charter fee will be forfeited. If canceled 60 days or less prior to charter period, the full charter deposit will be forfeited. The date **Ocean Limo, Inc.** receives written notification of cancellation will determine cancellation day

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IN WITNESS THEREOF, the parties hereunto have set their hands and seals on the day and year first written above. All parties to this agreement acknowledge that telephone facsimile signatures are binding and enforceable in execution hereof. DAMAGE DEPOSIT & CHARTER PAYMENTS IN CLEARED FUNDS & VALID CREDIT CARD LEFT OPEN FOR ADDITIONAL DAMAGES (CLOSED UPON RETURN AND SURVEY OF VESSEL), Ocean Limo must receive all deposits, credit card information and charter payments in cleared funds. Credit card payment is accepted as a payment method for deposits only for charter rate and additional deposit liability coverage. Checks, cash, cashier's checks, wire transfers and money orders are accepted in the timely manner.

OCEAN LIMO, Inc. _____

CHARTERER AS AUTHORIZED OWNER'S _____

Circle One: MasterCard Visa Discover AMEX (include photocopy of card and identification)

Acct. # _____ Exp. Date _____

Print Name on Card _____ CVCC# _____

(last 3 digits on back of credit card) Please provide us with a photocopy of your Drivers License (Passport) & Credit Card

If paid through Broker, please specify brokers' name: _____

Phone: _____

Address: _____

Ocean Limo, Inc. contact: 718.614.2058

*Thank you for selecting Ocean Limo VIP Charter Service.
We appreciate your business and are delighted to host your vacation.*

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