



FRISCO VENTURES, LLC

BAREBOAT/DEMISE CHARTER AGREEMENT

AGREED UPON ON _____ by and between Frisco Ventures, LLC, hereinafter referred to as OWNER, and (name) _____ of

(address), hereinafter referred to as the CHARTERER, WITNESSETH: WHEREAS, OWNER is the owner or agent for the owner of that certain yacht described as follows: La Vie En Bleu, FL Registration: which is hereinafter described as the Yacht, and which includes all equipment, fixtures and other property delivered to CHARTERER with said Yacht: AND WHEREAS, CHARTERER wishes to charter said Yacht for him or herself and no more than a total of twelve (6) passengers plus Captain and crew member (total 8 passengers), from the OWNER:

NOW THEREFORE, in consideration of the foregoing, the mutual covenants contained herein, and the sums paid and to be paid in accordance herewith, the OWNER agrees to let, and the CHARTERER agrees to hire the Yacht upon the terms and conditions set forth below:

1. TERM: The term of the charter shall commence at: _____ (start time) ON THE _____ AND THE TERM SHALL END AT: _____ (end time) ON _____.

2. RENTAL: The total rent to be paid by the CHARTERER to the OWNER is \$ _____ + fuel (MV and actual usage), tips (optional), and any additional optional add-ons, meals, beverage packages, or additional options the CHARTERER requests.

The full amount of which shall be paid no later than 30 days prior to delivery. A security, fuel and damage deposit of \$500.00 for a half-day charter and \$750 for a full-day charter, shall be paid by the CHARTERER to the OWNER prior to delivery, which shall be applied to late return charges, any damage within the insurance deductible amount for which the CHARTERER shall be responsible, the repair of any damages or loss of equipment and such other charges for

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consumable items as may have been used and not paid for or replaced during the term of the charter, fuel or other costs incurred during the charter. When the CHARTERER hires more than one vessel, we consider the security deposits on all the vessels chartered to be a universal security deposit from which the OWNER can deduct all the losses and damage caused by the CHARTERER regardless of any perceived individual limits on any one vessel. Said deposit shall be held for a period not to exceed three (3) days after termination of the charter pending review of an inspection by OWNER. If the security deposit is not enough to cover fuel, damages, or options the CHARTERER requested before, during or after the charter, the OWNER is authorized to charge the difference to the CHARTERER'S provided credit card, or refund any monies owed the CHARTERER to the same instrument.

3. DELIVERY AND REDELIVERY: The OWNER agrees to deliver the Yacht in full commission and in proper working order, outfitted as a yacht of her size, type and accommodations, with full equipment, inclusive of that required by law, and fully furnished, including galley and dining utensils and blankets, staunch, clean and in good condition throughout and ready for service. Fuel and water tanks shall be completely full, and all safety equipment inspected and presented to the CHARTERER at the time of delivery. Nevertheless, should it be impossible for the OWNER to make delivery as stipulated through causes beyond his control by the date and time the CHARTERER requested, then this Agreement may be canceled by the CHARTERER and any charter money paid in advance shall be returned to the CHARTERER, which shall be the CHARTERER'S sole remedy.

The CHARTERER agrees to redeliver the Yacht, her equipment, and furnishings, free and clear of any indebtedness incurred for the CHARTERER'S account, at the expiration of this charter, to the OWNER, at his dock, or mutually agreed upon location, in as clean a state as when delivery was taken, ordinary wear and tear excepted. If the Yacht is not returned in a clean condition, CHARTERER will be charged \$350.00 for cleaning, which will be deducted from security and damage deposit. The CHARTERER is responsible for allowing sufficient time for redelivery, but should it be impossible for the CHARTERER to make redelivery of the Yacht as stipulated, he shall immediately notify OWNER, and he shall pay such demurrage pro rata to the OWNER for the time that such redelivery is delayed, in the amount of \$350 per hour, not to exceed \$3500 per day, and in addition thereto shall pay all costs of such redelivery, if any, except in the event of total loss to such Yacht, in which event the rights and obligations of the parties shall be determined by other provisions of this Agreement. The CHARTERER agrees to return the vessel with as much fuel as the CHARTERER received it with or pay the sum of \$6.25 per gallon refueling fee.

NAVIGATION LIMITS: The OWNER does not guarantee any destinations. The navigational limits of the Yacht are determined by the Yacht's insurance policy; thus the CHARTERER agrees to restrict the cruising of the Yacht to the coastal and inland waters of the State of Florida not to exceed 25 miles from Florida shoreline at any time. Night sailing is not allowed and the CHARTERER should not navigate any unfamiliar or unlighted harbors except between the hour of 0900 and 1700. If for any reason the CHARTERER shall operate or take the Yacht outside the navigational limits herein, without notice to the OWNER in writing and without proper

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insurance the CHARTERER shall be liable and responsible for all loss and damage to the yacht and the CHARTERER'S party, and all sums paid under this Agreement, including the security and damage deposit, shall be forfeited as damages. The Yacht has a range of 200 nautical miles when fuel tanks are full. The CHARTERER agrees and acknowledges this is not a sailing vessel and if they run out of fuel, shall pay all expenses for towing and retrieval of the vessel as well as any refueling charges or damages required to recover and redeliver the vessel to the OWNER.

4. INSURANCE: The OWNER agrees to keep the Yacht insured against Fire, Marine and Collision risks, and with Protection and Indemnity coverage, for the term of this charter, the policy to be held by him as full protection for any and all loss or damage that may occur to, or by, the Yacht during charter period, and the liability for loss or damage shall be limited to not more than the amount of the deductible feature of the OWNER'S policy for covered events, and in case of any accident or disaster the CHARTERER shall give the OWNER prompt notice of same. In addition, a Damage Waiver (DW) policy will be in effect when CHARTERER pays the premium in full. Personal effects of the CHARTERER are not covered by the boat's insurance. Dinghy and outboard are not covered by the boat's insurance. If the CHARTERER takes an outboard and/or dinghy, CHARTERER agrees to be responsible for full replacement cost. Any additional accessory rentals such as slide, inflatables, personal watercraft, etc. are not covered under this insurance policy and any damage or loss thereof must be covered up to replacement cost, if necessary, of the same.

5. ACCIDENTS: CHARTERER bears the risk of any loss of use resulting from his act, default, negligence and/or poor judgment. The OWNER agrees that should the Yacht after delivery sustain breakdown of machinery and be disabled or severely damaged due to a major system breakdown essential for the running and navigation of the Yacht, and so as to prevent the use of the Yacht by the CHARTERER, the same not being brought about by any act, default, negligence, and/or poor judgment of the CHARTERER, the OWNER shall make pro-rata return of the rent to the CHARTERER for such period that the Yacht shall be disabled or unfit for use. The OWNER, and only the OWNER, shall determine if there is cause, act, default, negligence, and/or poor judgment by the CHARTERER. The OWNER, and only the OWNER, shall determine if the breakdown is that of a major system essential for the running and navigation of the Yacht, and so as to prevent the use of the Yacht by the CHARTERER. In the event of natural calamity or any act of God which disables the vessel or makes it unfit for use, the same not being brought about by any act, default, negligence, and/or poor judgment by the CHARTERER, the OWNER shall refund the CHARTERER for any pro-rata rents. If it was determined the CHARTERER was aware of risk of weather and did not comply with local forecast or operated the vessel during such conditions as inclement weather, high seas or other natural disaster, the CHARTERER will not be entitled to any refund for the rent paid and will be responsible for any and all damages to the vessel caused by the CHARTERER's inappropriate operation of the vessel under such conditions. The OWNER, and only the OWNER, shall determine if there is cause, act, default, negligence, and/or poor judgment by the CHARTERER. In the event that the CHARTERER refuses the repair or replacement Yacht for whatever reason then the CHARTERER will be considered in default of the Contract and there will be no pro-rata return of funds to the CHARTERER. In the event that the OWNER is unable to make another Yacht, deemed suitable by the OWNER, available to the

charter as a replacement then the OWNER shall make pro-rata return of the rent to the CHARTERER for such period for which the Yacht shall be disabled or unfit for use.

6. REPLACEMENTS: The CHARTERER agrees to be responsible for and to replace or make good any injury to the Yacht, her equipment or furnishings, caused personally by himself, or any of his party, and agrees to be responsible for any loss or damage to hull, machinery, equipment, tackle, furniture, or the like. CHARTERER acknowledges that damage caused by engine overheating is not covered by insurance and that all repair costs incurred from overheating shall be the full responsibility of the CHARTERER.

7. LIENS AND REPAIRS: Neither the CHARTERER nor anyone acting upon his behalf has the right or power to permit or suffer the creation of any maritime liens against the Yacht. The CHARTERER agrees to indemnify the OWNER for any charges or losses in connection therewith, including attorney's fees. Further, CHARTERER is responsible for all consequences of any unauthorized repairs.

8. RUNNING EXPENSES: The CHARTERER agrees to accept the Yacht delivered as herein above provided and to pay all running expenses during the term of the charter, fuel, water, dockage, pilotage, port charges, provisions, supplies, and other consumable stores for himself and his party.

9. INDEMNIFICATION: The CHARTERER agrees to indemnify and save the OWNER harmless from all liabilities for loss or damage to third persons and their property occasioned by the negligence or default of the CHARTERER, except to the extent that any such liability is covered by the OWNER'S insurance.

10. SKIN DIVING AND SWIMMING: The OWNER and the insurance underwriters of the Yacht accept no responsibility or liability for accidents, injuries or death due to swimming or the use of snorkels, masks or allied equipment such as self-contained underwater breathing apparatus (SCUBA) equipment, whether or not it is provided by the OWNER or CHARTERER. No warranty of any type is made by OWNER regarding any such equipment which may be provided with the Yacht. The CHARTERER agrees to observe all local regulations when approaching beaches and to maintain safe distance from those areas as required by local laws.

11. RESTRICTED USE: The CHARTERER agrees that the Yacht shall be employed exclusively as a pleasure vessel for the sole and proper use of himself, his family, guests and servants, during the term of this charter. The Yacht shall not be used to transport merchandise or carry passengers for pay or to engage in any trade whatsoever. Nor shall the yacht be used in any way which violates the laws of the United States or of any other jurisdiction in which the yacht may be at any time.

12. SMUGGLING: Federal and state laws prohibit the use of any vessel for the transport or possession of any drugs or any other controlled substance the possession of which is restricted or forbidden by law. In addition to possible criminal and civil penalties against the violators, the

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law allows for the forfeiture of any vessel which is used in the transport or possession of such substances.

13. ASSIGNMENT AND SUBCHARTER: The CHARTERER agrees not to assign this Agreement or sub-charter the Yacht without the consent of the OWNER in writing. Any attempt to assign or sublet this charter shall be void without the written consent of OWNER; however, the OWNER may give such consent after the fact in order to bind the assignee or sub-charterer. No assignment or sub-charter shall release CHARTERER from the obligations imposed by this Agreement, unless the OWNER gives a specific release in writing.

14. BROKERAGE FEES: The OWNER and the CHARTERER agree to recognize Frisco Ventures, LLC, or the CHARTERERS other designees if applicable, as sole broker in connection with this Agreement. It is further agreed by the OWNER and CHARTERER that once this Agreement has been signed by both parties and the charter fee has been paid in full, the said broker shall have no further connection, obligations, or responsibility in connection herewith in to either party.

15. CANCELATIONS: If CHARTERER cancels more than thirty days prior to his/her date of departure, The OWNER will refund all monies received less \$350.00 plus 3.5% of the rental if the same was paid by credit card as an administrative fee. Cancellation less than ten days before the date of departure will result in the forfeiture of all monies received except in the event of a medical emergency with the CHARTERER in which case a maximum of 3.5% of the rent paid will be forfeited if the same was paid with a credit card. If the CHARTERER can provide another CHARTERER, or if the vessel is rebooked by anyone else for the original period the CHARTERER booked the vessel, then all rents collected from the original CHARTERER, less 3.5% if paid with a credit card, shall be refunded to the original CHARTERER. The CHARTERER acknowledges that travel insurance is available in the event of cancellation up to 24 hours prior to the scheduled CHARTER for the sum of 15% of the total cost of charter. If Charter is booked through any other online providers the OWNER has contracted with, the cancellation fees will be subject to their established cancellation policy and supersede this policy.

16. CHARTERER'S AUTHORITY OVER CREW: It is agreed that full authority regarding the operation and management of the Yacht is upon the NAMED CAPTAIN provided by Frisco Ventures, LLC and that Captain fees and tips are to be paid directly to the Captain and his crew by the CHARTERER, if applicable, at the conclusion of the charter and do not make up any monies collected for the rental of the vessel. Frisco Ventures, LLC does not invoice for Captain services and those fees are not included in the rental price of the charter. The Captain shall handle clearance and the normal running of the Yacht, subject to the limitations of this charter Agreement. The Captain should receive orders from the CHARTERER as to ports to be called at and general course of the voyage, but the Captain should be responsible for the safe navigation of the vessel and the CHARTERER should abide by his judgment as to sailing, weather, anchorages, and pertinent matters. In the event of Coast Guard or other authority inspection or seizure causing the charter to end prematurely due to the inappropriate operation of the vessel by the CHARTERER or his hired Captain or crew, the CHARTERER agrees to pay all fines, legal fees and any other costs required for the recovery or replacement of the vessel caused by the

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CHARTERER'S negligence. In the event the inspection or seizure is caused by negligence of the hired CAPTAIN, the CAPTAIN is required to pay any fines, legal fees and any other costs required for the recovery or replacement of the vessel. In the event the CHARTERER furnished the Captain, no reimbursement of charter fees shall be granted. In the event the CHARTERER hired the Captain from Frisco Ventures, LLC, they shall be entitled to full reimbursement of the Charter if the charter ends prematurely as a result of the Captain provided by Frisco Ventures, LLC negligence.

17. BAREBOAT CHARTER: This charter shall be at all times construed as a bareboat charter and/or a demise charter, and pursuant thereto CHARTERER should keep the yacht in good repair and will surrender the Yacht at the termination of the charter free and clear of all indebtedness, liens or other charges of any type whatsoever. It is the intention of the OWNER to completely and exclusively relinquish possession, command, control, management, and navigation of the Yacht herein described to the CHARTERER. CHARTERER assumes all responsibility for any injury, death, property damage, any Acts of God or other claim of any nature that may arise during the period of the charter or at any time when the vessel is in the custody and under the control of the CHARTERER.

18. COMPETENCY: OWNER agrees to provide a licensed USCG certified Captain who shall always have exclusive control and operation of the vessel.

18. PASSENGER RELEASE OF LIABILITY: All passengers accompanying the CHARTERER during this charter acknowledge and agree to release Frisco Ventures, LLC of any liability of injury or death caused by the CHARTERER during the operation of the vessel. The CHARTERER is fully responsible for the safety and wellbeing of their guests and responsible for any injuries or death caused during their charter, except in the case that the injury or death is determined to be of fault of the OWNER for failure to maintain the vessel in a safe and seaworthy state.

19. RADIO - TELEPHONE: It is agreed between the OWNER and CHARTERER that the radio - telephone on the Yacht will be used only by adult persons in accordance with Federal Communication Commission regulations.

20. CONSTRUCTION: The Agreement was made in the County of Pinellas, in the State of Florida. It shall be interpreted and enforced in accordance with the laws of said state, with venue lying in said county. This Agreement shall be binding upon, and inure to the benefit of, the heirs, successors and assigns of the parties. In the event of litigation to enforce any provision of this Agreement, the prevailing party shall be entitled to recover all costs thereof, including attorney's fees for trial and appellate representation. This Agreement contains the entire agreement between the parties regarding the transactions contemplated hereby and described herein and it supersedes, cancels and extinguishes all previous agreements, memoranda and understandings heretofore existing between the parties regarding such transactions. This Agreement may be amended only by written document signed by both parties.

IN WITNESS WHEREOF, the parties have placed their hands and seals on

_____.

FRISCO VENTURES, LLC REPRESENTATIVE (Signature)

FRISCO VENTURES, LLC REPRESENTATIVE (Printed Name)

CHARTERER (Signature)

CHARTERER (Printed Name)

_____ CHARTERER INITIALS

**BAREBOAT/DEMISE CHARTER AGREEMENT ADDENDUM
CAPTAIN-FOR-HIRE**

I, the CHARTERER, hereby attest that I have been fully briefed regarding USCG laws concerning BAREBOAT/DEMISE Charters and that I elected to utilize a named Captain/Skipper provided by Frisco Ventures, LLC to command the vessel during my charter.

I understand that I am to have no more than a total of 6 passengers and that the vessel is USCG rated for no more than 8 passengers including crew.

I agree that if accident or injury occurs to any of my passengers, or myself due to my negligence, I am responsible for all claims against me and all legal fees incurred to Frisco Ventures, LLC or James B. Ryer the OWNER of Frisco Ventures, LLC. I am fully aware that by signing this it constitutes release of all liability against the OWNER for any injury, accident, death or damage claims to the vessel caused during my charter except in the event it was determined negligence on the part of the OWNER for failure to properly and safely maintain the vessel.

In the event I hire the OWNER or another OWNER provided named Captain/Skipper to command this Charter and vessel, I acknowledge that I will directly compensate the Captain and his crew and that the OWNER will not collect fees as part of this agreement.

I further acknowledge, the following passengers on the manifest below, are the only passengers allowed to participate in the Charter and will not be allowed to pilot the vessel without determination of capability to do the same and express consent of the OWNER.

I further acknowledge that it is my responsibility to brief all passengers on the location of safety and first-aid equipment, as well as all life vests, if the OWNER does not do so at the time of delivery of the vessel. I further agree to provide contact information of the OWNER if in the event my passengers/guests determine I am not able to safely operate the vessel for any reason. I agree to not allow my passengers or guests to take control of or pilot the vessel in any way without the express consent of the OWNER.

I agree that I will brief all passengers that they and any pets brought onboard are required to be IN LIFE VESTS if they are on the bow or fly bridge or at any time the vessel is underway. I have been briefed by Frisco Ventures that it is their recommendation that all passengers and myself be in life vests at all times.

I have been briefed on all USCG safety equipment required to be present and made aware that should I be intercepted or boarded by the USCG or any other authorities that I will demonstrate the location of all required safety equipment if it is asked of me to do so.

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I am also liable for any financial losses or consequences if I did not comply with any of these policies and the USCG or other authorities deem I have not been operating the vessel safely or in compliance with local federal/state regulations. (Except when a Captain is provided by Frisco Ventures, LLC or it's designees, in which case the Captain assumes responsibility for operating the vessel in compliance of federal/state regulations.

I further agree that in the event I am incapacitated due to injury, alcohol or other medical or non-medical reasons and cannot safely command the vessel at any point, I will contact the OWNER immediately who shall determine a safe means to recover the vessel. I further agree to cover all costs incurred in the retrieval of the vessel, including, but not limited to any additional expenses to hire a Captain or other capable person to navigate the vessel to its return port of origin.

PASSENGER/CREW MANIFEST
(to be completed at the time of boarding the charter)

DATE OF CHARTER: ____/____/2022

I agree to only allow only the following passengers on board the vessel during the Charter:

PRINTED NAME	PRESENT AT BOARDING		PRESENT AT RETURN	
1. _____	Yes	No	Yes	No
2. _____	Yes	No	Yes	No
3. _____	Yes	No	Yes	No
4. _____	Yes	No	Yes	No
5. _____	Yes	No	Yes	No
6. _____	Yes	No	Yes	No

CREW

1. _____	Yes	No	Yes	No
2. _____	Yes	No	Yes	No

PASSENGER ACKNOWLEDGEMENT

IN WITNESS WHEREOF: We the undersigned and above-printed individuals have been briefed on the terms and conditions of this Charter Agreement, the location of all safety equipment and rules concerning the operation of the vessel by the CHARTERER. We further acknowledge that we waive all rights to claim suit or liability against the OWNER, Frisco Ventures, LLC, James B. Ryer, or any individuals employed by, or provided during the Charter by Frisco Ventures, LLC or James B. Ryer in the event of accidental injury, death or medical emergency before, during, and at the conclusion of the Charter. We understand the CHARTERER has fully responsibility for our safety and wellbeing and the CHARTERER alone assumes all liability for injury or death to us.

We further agree that in the event the CHARTERER or his/her hired Captain, is deemed to be unable to safely operate the vessel and/or return it to its port of origin, we will contact the OWNER immediately to make arrangements to recover the vessel and not allow the CHARTERER to operate the vessel in any manner. In the event the Captain of the vessel is the OWNER, it is agreed between the OWNER, the CHARTERER, and the passengers, that authorities may be contacted, with no risk to the CHARTERER and his/her passengers, to secure a replacement commander of the vessel so as to return it, and it's passengers, safely to its port of origin.

PASSENGER SIGNATURE

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____
- 6. _____

ADDITIONAL ACCESSORIES OR OPTIONAL CHARTER ADD-ONS OR RENTAL EQUIPMENT

The following is a list of additional accessories and rental equipment I, the CHARTERER, was provided at the time of the Charter and I, the CHARTERER, acknowledge I, the CHARTERER is fully aware these items are not covered under the vessel insurance. I, the CHARTERER, further agree to be responsible for the replacement and/or repair of any of these items in the event it is determined they were lost or damaged due to my negligence or failure to properly manage them during my Charter. I, the CHARTERER, acknowledge I, the CHARTERER, have reviewed the condition of said optional equipment at the time of delivery of the same and it was in safe and adequate condition for the operation of the same and free of any damages, unless noted, at the time of delivery of the same.

IN WITNESS WHEREOF, the parties have placed their hands and seals on _____

FRISCO VENTURES, LLC REPRESENTATIVE (Signature)

FRISCO VENTURES, LLC REPRESENTATIVE (Printed Name)

CHARTERER (Signature)

CHARTERER (Printed Name)

_____ CHARTERER INITIALS

Credit Card Authorization Form

I, _____ agree to the charge of: \$ _____ for the charter as defined in this agreement. I am aware that this charge, and a subsequent hold for \$500 (half-day) or \$750 (full-day) (fuel and damage security deposit, fully refundable at the end of the charter). I am aware that at the end of the charter, fuel (if not included in charter) will be charged as a pass-through cost (actual fuel used and actual fuel costs only) and an additional gratuity of \$ _____ (complete at end of charter if applicable and desired) plus any additional services or optional charter add-on's as listed and priced above in the **ADDITIONAL ACCESSORIES OR OPTIONAL CHARTER ADD-ONS OR RENTAL EQUIPMENT**. I also agree that any damages will be withheld from the deposit and if the damages or fuel charges exceed the deposit, I authorize the difference to be charged at a later date.

CREDIT CARD NUMBER: _____

EXPIRATION DATE: _____

CVV: _____

Billing Zip: _____

Authorized Credit Card Signer

PROJECTED COSTS TO BE COLLECTED FOR THIS CHARTER

Fuel/Damage Deposit: _____

Bareboat Charter Rent: _____

Estimated Fuel Costs: _____

Named Captain Cost: _____
(to be paid directly to Captain by CHARTERER)

ADDITIONAL OPTIONS CHARGES: _____

FEES: COLLECTED FROM BROKER: _____

TOTAL PROJECTED BALANCE: _____

_____ **CHARTERER INITIALS**

NOTES:

_____ CHARTERER INITIALS