

DESTIN LUXURY YACHT CHARTERS

Shelter Cove LLC

d/b/a Destin Luxury Yacht Charters

Santa Rosa Beach, Florida

CHARTER SUMMARY

Charterer Name: _____

Charter Date: _____

Departure Time: _____

Return Time: _____

Vessel: _____

Total Guests (Maximum 12): _____

Boarding Location:

Sunset Isle Yacht Club

1350 Miracle Strip Parkway SE

Fort Walton Beach, Florida

Charter Fee: \$_____

Refundable Damage Deposit: \$500

Please initial: Charterer _____

Owner/DLYC: _____

Key Charter Rules

- No smoking or vaping anywhere onboard
- No aerosol sunscreen or tanning oils
- No red wine or staining beverages
- No illegal substances or firearms
- Captain has final authority on safety and guest conduct

BAREBOAT/DEMISE CHARTER AGREEMENT

This Bareboat Charter Agreement (“Agreement”) is entered into between:

Owner:

Shelter Cove LLC

d/b/a Destin Luxury Yacht Charters

and

Charterer: _____

Vessel Chartered: _____

1. TERMS

“Owner” shall mean Shelter Cove, LLC d.b.a. Destin Luxury Yacht Charters, which owns the vessels Destin Honey and Destin Honey II and whose address is 546 Shelter Cove Drive, Santa Rosa Beach, FL 32459.

“Charterer” shall mean the party which has chartered the vessel Destin Honey or Destin Honey II and their guests, invitees, or servants.

Please initial: Charterer _____

Owner/DLYC: _____

“Yacht” shall mean Destin Honey Hull ID# SERP6264G405 and/or Destin Honey II, Hull ID # SERF6498K798.

“DLYC” shall mean Destin Luxury Yacht Charters.

2. CONDITION ON DELIVERY

DESTIN HONEY is a 52’ Sea Ray Sedan Bridge motor Yacht with accommodations for up to 12 in total, not including the Captain and one crew. The Destin Honey is equipped with all safety equipment required by the United States Coast Guard for such a vessel.

DESTIN HONEY II is a 40’ Sea Ray Sundancer motor Yacht with accommodations for up to 12 in total, not including the Captain and one crew. The Destin Honey is equipped with all safety equipment required by the United States Coast Guard for such a vessel.

Acceptance or use of Destin Honey and/or Destin Honey II by Charterer will be deemed to be an acknowledgement that it is seaworthy, in good condition and acceptable for the charterer’s purpose.

Destin Honey and/or Destin Honey II shall be fueled and the cost of fuel is included in the price of the Charter Agreement. Charterers acknowledge that the Yacht may not be fully fueled but will have sufficient fuel for the planned charter.

3. TERM

The Destin Honey and/or the Destin Honey II are chartered on a day basis for the number of hours stated in the Charter Agreement. For charters booked more than four weeks before disembarkation, fifty percent (50%) of the Charter fee is payable at the time of signing this charter agreement and the balance shall be payable four weeks before disembarkation.

For charters booked less than four weeks before disembarkation, the full Charter fee is payable at the time of signing this Charter Agreement.

Owner shall be entitled to payment by Charterer of \$500 refundable deposit to cover any ordinary cleaning or damage cause by Charterer, which shall be refunded at the conclusion of the charter if no extra cleaning or damage has occurred. Extra cleaning is defined as spills or food dropped on the deck or fabrics requiring additional cleaning by the crew or Yacht management company. This deposit in no way limits Charterer’s liability for damage caused by

Please initial: Charterer _____

Owner/DLYC: _____

Charterer to the Yacht. Deposit will be refunded in 5-7 business days after charter, provided there is no charge.

The charterer and their guests must arrive at the Yacht at the agreed upon disembarkation time. The Charterer shall aim to return the Yacht as close as possible to the return time or an agreed upon extension of the Charter, which may be affected by sea and weather conditions.

In the event that the Charter is not possible because of weather conditions or mechanical breakdown, the Charter fees shall be refunded to Charterer in full, and Owner shall have no further liability to Charterer whatsoever.

Destin Honey and/or Destin Honey II shall be returned in a clean condition and in the same condition of repair as accepted by the Charterer. Charterer shall be responsible for any and all damages to Destin Honey or Destin Honey II that is caused by the Charterer, their family, guests, or servants.

4. INVENTORY

Charterer acknowledges that an inventory of equipment on the Destin Honey and/or Destin Honey II will be taken at the time of departure, and a second inventory will be taken upon Destin Honey and/or Destin Honey II's return. Charterer shall be responsible for any damage to or shortage of equipment.

5. CHARTER HIRE

Charterer shall pay hire for Destin Honey and/or Destin Honey II plus applicable sales tax. A rental deposit of 50% of the rent shall be paid at the time the Destin Honey and/or Destin Honey II are reserved, and the balance is due no later than 30 days before the charter. Once the Yacht has left the dock for the booked charter, the charter hire is deemed fully earned and no amount shall be refundable in the event that the Yacht must return to its dock early or for any other reason.

6. CANCELLATION

The Charterer shall have the right to a refund of the Charter fee deposit on the following terms:

- Cancellations made 30 days or more of departure are eligible for a full refund of the Charter fee paid, minus a \$250 administrative fee
- Cancellations made less than 30 days of departure are non-refundable.

Please initial: Charterer _____

Owner/DLYC: _____

- Alternative booking dates will be offered as available.
- Charterer agrees that it would be difficult for Owner to calculate damages in the event of cancellation and that the amounts referred to above constitute agreed upon liquidated damages.
- Any changes made by the Charterer to the booking after confirmation, including changes to dates or vessels, are subject to availability and the prevailing rates at the time of the change request.

7. FORCE MAJEURE

Neither Charterer nor Owner shall be liable if it is not possible for this charter to go ahead as a result of a force majeure, which shall include calamities of nature, Acts of God, war (whether declared or undeclared), war-like operations, civil war, civil commotion, act of public enemy, strikes, floods, fires, hurricanes or tropical storms, lockouts riots, embargos, pandemics, governmental decree or similar. In the event that the charter cannot go ahead because of an event of force majeure, charterer shall be entitled to apply any payments made to a future charter or to a refund of sums paid (at Owner's sole discretion) and Owner shall have no further liability to Charterer.

8. USE OF DESTIN HONEY AND/OR DESTIN HONEY II

The Charterer agrees that Destin Honey and/or Destin Honey II shall be exclusively employed as a pleasure vessel for the sole and proper use of the Charterer, their family, guests, and servants during the term of this charter, and shall not transport merchandise or carry passengers for pay, or engage in any trade nor, in any way violate the laws of the United States of America of and government within the jurisdiction of which the Yacht may be in, and shall comply with the law in all respects.

Charter shall provide drinks and optional food for Charterer and their family, guests, and servants in accordance with the package agreed between the Owner and Charterer. Any additional requests by Charterer must be accepted and agreed to by the Owner.

9. CAPTAIN'S AUTHORITY

The Charterer agrees to provide Destin Honey and/or Destin Honey II with a Captain and up to one crew member who will serve as a deckhand/steward. The Charterer agrees to choose a Captain from an approved list provided by the Owner. The Charterer acknowledges that for insurance and safety purposes, the Captain must be selected from the Owner's insurance-

Please initial: Charterer _____

Owner/DLYC: _____

approved Captain list. The Captain shall be competent in both inland and coastwise navigation and hold an appropriate Captain's license. While it is agreed that the Captain may determine general movements and destination of Destin Honey and/or Destin Honey II, it is understood that the Charterer is in full command. Charterer agrees to abide by the Captain's judgement as to clearance, sailing, weather conditions, anchorage and other pertinent matters regarding Destin Honey or Destin Honey II.

The Captain may take whatever action they deem necessary to ensure the safety of Destin Honey and/or Destin Honey II, its crew, and passengers. Any person who refuses an order of the Captain, acts illegally or acts in any manner which might endanger Destin Honey and/or Destin Honey II, crew, passengers or himself or herself, may be returned to port and required to disembark. In such an event, Charterer is not entitled to any refund or credit.

10. VESSEL SAFETY

- a.) The Charterer shall not at any time during the Charter Period permit more than the number of registered guests (including the Charterer and Charterer hired crew) to be on board.
- b.) If children are taken on board, the Charterer shall be fully responsible for their conduct and entertainment. No member of the crew shall be responsible for their conduct or entertainment.
- c.) The Charterer shall ensure that no pets or other animals are brought on board without the consent in Writing of the Owner. Service animals are permitted under applicable laws.
- d.) The Charterer will ensure that the behavior and conduct of their guests shall not cause any nuisance to any person or endanger the Yacht or other persons or vessels.
- e.) Smoking, vaping, use of hookahs, and the use of e-cigarettes is expressly prohibited on the Yacht at any time and in any place. Failure to abide by these rules will result in the immediate and automatic forfeiture of the charterer's damage deposit and immediate termination of the charter.
- f.) Red wine, colored drinks, and greasy foods are not allowed on board due to their ability to stain wood, upholstery, and carpets.
- g.) Spray sunscreens, tanning oils, bronzing products or any tinted or colored suntanning product is expressly prohibited onboard the Yacht due to their ability to stain cushions, gelcoat, wood, upholstery and carpets. Lotion based sunscreens are welcome on board the Yacht.

Please initial: Charterer _____

Owner/DLYC: _____

- h.) The possession or use of illegal drugs, including marijuana, is absolutely prohibited on the Yacht at any time and in any place.
- i.) Confetti, balloons, and glitter are not allowed on board due to their ability to damage the Yacht and the marine environment.
- j.) Fireworks are expressly prohibited onboard the Yacht or during any time during the Charter.
- k.) The nature of a charter may render it unsuitable for anyone with a 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 charter contemplated by this agreement.
- l.) Swimming or water activities shall occur only at the Charterer hired Captain's discretion. The Charterer acknowledges that entering the water from a vessel carries inherent risks for themselves and their guests. The Charterer and their guests participate in any water activity at their own risk. No person shall enter the water unless the Captain has confirmed that engines are secured and conditions are safe. The Charterer hired Captain shall have the authority to exclude the Charterer or any or all of their guests from use of any particular watersports equipment if, in the Captain's reasonable opinion, they are not competent, or are behaving irresponsibly when operating it, or are intoxicated on alcohol and/or drugs.
- m.) No glass is permitted on the boat.

11. CHARTERER'S RESPONSIBILITY

It is agreed and expressly understood that the Charterer is not the broker, servant, nor the employees of the Owner in any way whatsoever, and the Owner shall not be responsible for any injuries or damages caused by the Charterer or any member or guests of the Charterer's party. The Charterer(s) agree to be responsible for and to replace or make good any injury to Destin Honey and/or Destin Honey II, her furnishings or equipment caused by themselves or by any of the Charterer's party, through carelessness, abuse or neglect, normal wear and tear excepted. The Charterer agrees to satisfy any indebtedness that may have been incurred for account of or by order of the Charterers.

Charterer shall be solely responsible for any and all damages cause by Charterer and/or their guests to the Yacht and any equipment on board the Yacht itself used by Charterer and Owner shall be entitled to deduct from the cleaning and damage deposit referred to in Section 3 of this Charter Agreement and recover any amount in excess of that deposit. Charterer agrees to pay any and all costs associated with collection of these costs.

Please initial: Charterer _____

Owner/DLYC: _____

12. DRUGS, ALCOHOL, WEAPONS

a.) No illegal drugs or substances shall be brought on board the Yacht. Persons who attempt to bring illegal drugs on board will not be allowed on the Yacht. Use or possession of illegal drugs or paraphernalia, including but not limited to marijuana, on board the Yacht shall result in immediate termination of the charter and Charterer shall forfeit all monies paid under this charter party.

b.) Charterer is allowed, with Owner or Captain approval, to bring ice chests, food and beverages on board the Yacht. Alcoholic beverages. Are allowed provided. However, Charterer is responsible for ensuring that guests limit consumption of alcohol to a level that does not create a hazard for themselves, crew or other guests. Charterer Shall also ensure that those who drink alcohol on the charter are of legal age and that those consuming have safe transportation. Any alcohol provided by Shelter Cove LLC, d/b/a Destin Luxury Yacht Charters as a concierge service also follows these guidelines. The charterer hired Captain shall have full discretion to order any to cease consuming alcohol.

c. It is expressly and specifically understood that the possession or use of any weapons on board the Yacht is strictly prohibited and a failure to comply shall be sufficient reason for the Captain to terminate the charter forthwith without refund or recourse against the Owner.

d. The Charterer will be held responsible for any loss or damage due to any violations of these provisions.

13. RELEASE

Charterer hereby releases Owner, its insurers, affiliates and employees from any and all claims for personal injury or death, loss, or damage to property arising out of Charterer's use of Destin Honey and/or Destin Honey II, its equipment or activities. This includes releasing any and all claims for personal injury or death arising out of COVID-19 or similar virus.

14. INDEMNIFICATION

Charterer shall defend, indemnify and hold Owner, its insurers, affiliates and employees harmless for any claims for death, loss, personal injury or damage to property arising from Charterers use of Destin Honey and/or Destin Honey II, its equipment or activities. This includes

Please initial: Charterer _____

Owner/DLYC: _____

defense, indemnification and hold harmless any and all claims for personal injury or death arising out of COVID-19 or similar virus.

15. INSURANCE

Throughout the period of this Charter the Owner shall insure the vessel with first class insurers against all customary risks for a yacht of her size, value and type. The insurance shall also cover war, strikes, pollution and include insurance of the captain and any crew against injuries and/or third party liabilities incurred during employment by Charterer. The charterer shall remain liable for any loss, damage or liabilities arising from any act or negligence of the charterer or their guests and not recoverable by the Owner under Owner's insurance. All such insurance shall be on such terms and subject to such excess (deductible) as are customary for a yacht of this size, value and type. Copies of all relevant insurance documentation shall be available on request for inspection by the Charterer prior to the Charter on reasonable notice to the Owner. The charterer should carry independent insurance for personal effects while on board or ashore and for any medical or accident expenses, (including emergency transport or evacuation). incurred.

16. CONSEQUENTIAL DAMAGES

Owner and Charterer hereby waive any and all claims for consequential damages.

17. CHOICE OF LAW AND DISPUTE RESOLUTION

This Charter Agreement shall be governed by the General Maritime Law of the United States and the laws of the State of Florida. Owner and Charterer agree that the exclusive venue for any dispute arising out of or related to this Charter Agreement shall be resolved by way of confidential binding arbitration to be administered by United States Arbitration and Mediation.

18. ATTORNEY'S FEES

In the Event that the Owner is the prevailing party, the Charterer shall be solely responsible for attorney's fees and any other expenses related to any action or proceeding in connection with this Agreement or the enforcement of any of its provisions, including, but not limited to, any claim for damage to the Yacht caused by Charterers.

Please initial: Charterer _____

Owner/DLYC: _____

Charterer Signature/Date _____

Owner Signature/Date _____

ATTACHMENT A

Approved Captain List

Captains operating Destin Honey and/or Destin Honey II must be selected from the insurance-approved Captain list. Choice is based on availability of captain for the date of the charter.

Captain Name: Bobby Hooks Phone: 561-670-5487

Captain Name: Chris Sailors Phone: 850-502-1861

Captain Name: Gavin Ward Phone: 850-830-9584

Captain Name: Joshua Garrett Phone: 805.710.5556

Please initial: Charterer _____

Owner/DLYC: _____