

Now & Zen Charters
Bareboat Yacht Charter Agreement

Between

Charterer:	and	Ralph Hubbard, doing business as
<u>Scott Ross</u>	Name	Now & Zen Charters
_____	Address	2560 San Juan Dr
_____	City, St, Zip	St Augustine, FL 32086
<u>(904) 705-8721</u>	Cell Phone	Office: (904) 803-8843
<u>Scottross22@bellsouth.net</u>	Email	Fax: (904) 212-0348
		Email: ralph@nownzen.org

A sole proprietorship registered in the State of Florida (U.S.) for the charter of Now & Zen, a 2003 42-ft Manta catamaran, under the Terms and Conditions of Exhibits A and B attached. The time shall be from:

Start: Sat 11/21/15 10:00 AM End: 11/21/15 2:00 PM

For navigation: on the ICW and Atlantic Ocean within 20 miles of shore between St Simons Sound, GA and Dayton Beach including the St Johns to Green Cove Sprg, FL

The Charterer agrees to pay for:

0 Days, 4 Hours for 1
Weekend or Holiday: Yes

Skippers Options (non-Taxable):

To skipper the boat, the Charterer will



Meals/Provisions: 8 people (_____
Other Charges: _____



Security Deposit: \$ 0 due at time of reservation to be refunded upon return of undamaged vessel per the Terms and Conditions Exhibits A and B attached.

Agreed

Charterer: _____ Date: _____

Now & Zen Charters: Ralph Hubbard Date: 8/13/15

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Bareboat Yacht Charter Agreement – Terms and Conditions
Exhibit A

Now & Zen Charters will:

Make the boat available in a clean, safe, and in proper working order, with full equipment inclusive of that required by law, and fully furnished, including dinner ware, cooking facilities, (and linens for multi day charters) all in good condition and ready for service; at the charter start date and time and agrees to allow demurrage pro rata to the charterer for any delay in delivery.

Provide the boat with valid and up to date USCG documentation.

Since the Charter is Bareboat, in the event Charterer requires a competent licensed captain to assist Charterer with safe operation of the boat and its equipment, we can recommend pre-qualified Captains available for hire at additional cost and Charterer responsibility.

Refund the security deposit to the Charterer upon safe return of the vessel in an undamaged condition and with all inventory present and with no third party claims outstanding. If there are questionable costs in terms of repair/replacement or return of the vessel to the home port, reasonable funds will be retained by Now & Zen charters.

Charterer will:

Pay all charter deposits and final payment on a timely basis, including:

- replacement of fuel at a rate of \$5.00 per engine hour
- pro rated charter fee for late return of the vessel due to factors within reasonable control of the Charterer
- Direct payments to the captain for:
 - vessel operation
 - provisioning or meal fees

Provide their own food and beverages unless a separate provisioning package is purchased from the Captain/crew

The Charterer is responsible for:

- Not exceeding more than 12 guests and 2 crew onboard Now & Zen.
- Ensuring that the vessel is operated safely at all times during the charter.
- The loss or damage to the vessel or any equipment specifically used by the Charterer and guests.
- Complying with all laws applicable in the United States & International Maritime law.
- Ensuring compliance with all immigration requirements for Charterer, crew, and all guests.

The Charterer acknowledges there are serious penalties within the United States related to possession of illegal drugs and agrees to not allow such substances on the boat at any time.

Booking and cancellation

Now & Zen Charters will make a provisional reservation and not take bookings from anyone else for the period booked for 7 days based on a verbal request.

Charterer will within that 7 days execute this charter agreement and pay a deposit of:

- \$200 for 4 - 5 hour Charters, plus an additional \$100 for provisions, if part of the charter
- \$400 for charters greater than 5 hours but less than 9 hours
- 25% for multi-day/overnight charters

If the deposit is not received within 7 days of receipt of this agreement, Now & Zen Charters will be free to take bookings from other parties and will not be responsible for any loss suffered.

Full payment for the charter is due prior to the charter start time. We take cash or checks both for the charter and crew (you pay the crew directly upon completion of their engagement).

Any discounts granted only apply to specific time duration and number people detailed on page 1 of the agreement. Any changes to charter will result in adjustments to the discounts at the sole discretion of Now & Zen Charters.

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Once you have received a booking confirmation, cancellations and rebooking are allowed up to 7 days prior to the cruise. Failure to appear on your booked date or to cancel at least 7 days prior to your booked date will result in the loss of your deposit. Unrefunded deposits can be used to reserve another date within the calendar year or six (6) months of the original booking date, which ever is longer.

There are no weather related deposit refunds except for the issuance of a named storm (hurricane) watch that coincides with the charter time. Otherwise, you can choose to use the vessel at the dock or we will work with you to adjust the hours to maximize the best weather conditions or rebook for another date.

If the Charterer is unable to complete the charter, Charterer will return the boat to the marina, and Now & Zen Charters will refund 50% of the pro-rata balance. If the Charterer does not return the boat by the charter finish time, Charterer will be responsible for all costs incurred for returning the boat to the designated return location.

For Captain/Skippers not pre-qualified by Now & Zen Charters (Skipper Options B or C)

Now and Zen Charters will:

Provide a briefing on safety and operation of the boat including location and procedures for operating boat equipment. Briefing will commence at the charter start time and may take up to 2 hours depending upon the skipper's experience.

Provide telephone and other necessary support in the event of any breakdown, equipment failure, sickness, or emergency situation.

The Charterer/Skipper or Hired Captain and Crew will:

Provide details of previous sailing-boating experience (submit a "Sailing Resume Form") along with the reservation, and rely upon Now & Zen Charters judgment of competence (based upon details provided and practical demonstration upon arrival) to manage and operate the boat in a safe manner. If in Now & Zen Charters judgment Charterer lacks the necessary experience and competence to safely operate the boat, Charterer agrees to employ and allow to be employed, a competent and qualified captain to ensure safe operation at the Charterer's own cost & responsibility.

If at any time during the charter in Now & Zen Charters judgment, The Charterer lacks necessary competence, Charterer agrees to allow a qualified captain to be brought to the boat for the remainder of the charter at Charterer's cost & responsibility.

Hold Harmless

The Charterer is aware of hazards related to recreational sailing and boating and will take responsibility for any mishaps occurring as a result. The Charterer and his/her heirs, executors, administrators, assigns hereby indemnity, holds harmless and expressly exempts Now and Zen Charters, its owners, members, organizers, crew, staff and helpers from any liability for delay, inconvenience, accident, injury, illness or death to my person and/or the those persons who are accompanying me during this charter or loss or damage to property arising from any cause whatsoever, including but not limited to equipment failure, weather conditions, and guest negligence.

Now & Zen Charters carries insurance on the boat. The Charterer understands this insurance coverage has deductibles and limits of coverage. He/she may wish to seek advice of an insurance professional to ensure they have adequate coverage for anticipated risks for him/herself, guests, and crew in the event of an accident, sickness or trip cancellation.

This agreement will be governed by the laws of the State of Florida within the United States.

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Acknowledgement of Captain/Skipper Responsibilities – Exhibit B

I, Leslie B. Jones as Captain/skipper for the subject Charter acknowledge responsibility, at all times, for:

- Any loss or damage to the vessel, fittings, inventory, machinery, sails, rigging and equipment used under my command either due to neglect, poor seamanship, accident, or deliberate action
- Operating the boat in a safe manner and consistent with accepted standards of seamanship and prudent navigation. This includes all actions to ensure the safety of the crew and passengers and other vessels and their crew and passengers.
- Inspecting the boat before departure and promptly notify Now & Zen Charters of any deficiency in equipment or condition, and allow Now & Zen Charters opportunity to correct the deficiency in a timely manner.
- Ensuring all crew members attend the safety and boat briefing and be responsible for remembering all the information provided.
- Relying upon traditional prudent navigation techniques, and not rely solely upon electronic aids to navigation which I acknowledge do not guarantee safe navigation on their own.
- Having a competent look out employed and avoid collisions with any and all marine hazards at all costs.
- Being mindful and cautious of weather conditions, and employing prudent weather forecasting techniques. In case of bad weather proactively ensure sails are prudently reefed, and equipment stowed safely, extra look outs employed, and seek safe shelter as necessary and prudent.
- Always anchoring the boat in a safe location at night time and ensure sufficient depth to account for tides and swinging, and ensure sufficient anchor rode to account for current, tide, and adverse weather conditions, and ensure the anchor light is turned on at night time.
- Taking prudent precautions against theft, and not leave the boat unattended overnight or periods longer than 4 hours. In case of anchoring in bad weather maintain at least one competent person on the boat to perform anchor watch and take action to protect boat.
- Complying with all immigration requirements for himself and crew and all laws applicable in the United States & International Maritime law and be well informed on Coast Guard & Homeland Security rules & regulations for the operation of a vessel in US waters.
- Ensuring sufficient provisions, fuel, and supplies are aboard of the vessel to account for number of people on the boat, planned itinerary, and potential delays due to adverse weather conditions.

Not operate the boat before sunrise or more than 45 minutes after sunset except in the St Johns River between the Hart and Buckman Bridges.

Not to engage in racing or SCUBA diving activities from the boat unless expressly agreed to in writing by Now & Zen Charters.

Immediately advise Now & Zen Charters of any:

- equipment malfunction before attempting any repair unless in the case of an emergency situation, and in such a case, advise Now & Zen Charters at the first available opportunity
- collision or accident. Immediately notify appropriate authorities of any accident or collision resulting in death or serious injury
- safety equipment (including bilge pumps, life jackets, flares, navigation equipment, safety lines, first aid kit, etc.) deficiency or failure

Return the boat in the same condition and with the same inventory as when the charter started to the location where the charter started before the charter finish time.

Captain/Skipper: Leslie B. Jones

Date: 8/13/15