

## TERMS AND AN CONDITIONS

### PAYMENT AND FEES

50% of the Charter total amount and any other fees are required to reserve the Charter, if the Charter is reserved more than 2 weeks (14 days) prior to the day of the departure. The remainder of the Charter, damage deposit, and other fees are due 7 days prior to the day of departure.

**If the reservation is made less than 2 weeks (14 days) prior to the day of departure** the full amount of the charter fees and other fees are due at the time the reservation is made. The security deposit will be invoiced separately.

### DAMAGE DEPOSIT - \$300.00

If no damage is assessed, the damage deposit will be refunded within 5 days after the conclusion of the Charter.

### CANCELLATION POLICY

Once the Charter has been reserved and deposit monies have been received, the Charter is considered refundable only under the following conditions:

#### **EVENT CHARTERS** (1 day or less in duration)

If a charterer cancels more than 7 days before the scheduled Charter departure a full refund will be issued.

If a charterer cancels less than 7 days before the scheduled Charter departure, a full refund will be made, less \$250.00 for administration and rescheduling fees.

**Alternatively** the Charter may be rescheduled without penalty for a future date and all payments and fees will be held and applied to the rescheduled Charter.

#### **CHARTERS MORE THAN 1 DAY IN DURATION**

If a charterer cancels more than 14 days before the scheduled Charter departure a full refund will be issued.

If a charterer cancels less than 14 days before the scheduled Charter departure date, a full refund will be made, less \$350.00 for administration and rescheduling fees.

**Alternatively** the Charter may be rescheduled without penalty for a future date and all payments and fees will be held and applied to the rescheduled Charter.

#### **CHARTERS CANCELLED BY ROB WAGNER CHARTERS**

If a Charter is cancelled by Rob Wagner Charters, LLC before the charter begins (for such things as mechanical failures or impeding storms) all payments and fees will be refunded to the charterer with no deductions for administration and rescheduling fees, or the charter may be rescheduled at the charterer's preference.

## **MECHANICAL PROBLEMS**

### **CHARTERS MORE THAN 1 DAY DURATION**

If the Charter returns to port due to mechanical problems, days lost will be refunded or rescheduled at the charterer's preference. The money refunded or applied to a future charter will be at a prorated amount which is: number of days lost divided by total days scheduled times the total charter cost.

### **EVENT CHARTERS (1 day or less in duration)**

If the Charter returns to port due to mechanical problems time lost will be refunded or rescheduled at the charterer's preference. The money refunded or applied to a future charter will be at a prorated amount which is: number of hours lost divided by total time scheduled times the total charter cost. For example: A 2 hour early return for an 8 hour charter will be reimbursed at 2/8 times the full charter amount.

## **WEATHER - Charters more than 1 day duration**

If the Charter returns to port due to an approaching storm, days lost will be refunded or rescheduled at the charterer's preference. The money refunded or applied to a future charter will be at a prorated amount which is: number of days lost divided by total days scheduled times the total charter cost.

## **WEATHER - Event Charters (1 day or less in duration)**

If the Charter returns to port due to an approaching storm, time lost will be refunded or rescheduled at the charterer's preference. The money refunded or applied to a future charter will be at a prorated amount which is: number of hours lost divided by total time scheduled times the total charter cost. For example: A 2 hour early return for an 8 hour charter will be reimbursed at 2/8 times the full charter amount.

## **RUNNING EXPENSES**

### **EVENT CHARTERS (1 day or less in duration)**

There will be no fuel charges for an Event Charter

### **CHARTERS MORE THAN 1 DAY IN DURATION**

The charterer agrees with Rob Wagner Charters to pay additional running expenses during a Charter scheduled for longer than a 1 day duration, which have not been prepaid as part of the Charter package. These expenses include fuel, water, food, and other consumable stores, pilotage, port charges, mooring fees, provisioning and supplies for the charterer and party. The boat's fuel tanks will be filled prior to departure before a 2 day or more Charter duration. The tanks will be refilled after returning from the Charter.

## **DELIVERY**

Rob Wagner Charters, shall deliver the vessel to the port of boarding in full commission and proper working order, outfitted as a yacht of a vessel of her size, type and accommodation, with complete equipment inclusive of that required by law, clean and ready for service by the agreed upon time on the first day of Charter. The owner further agrees to supply the yacht with full fuel and water tanks for Charter duration of 1 or more days. The owner agrees to allow demurrage pro rata to the charterer for any delay in delivery but should it be impossible for the owner to make delivery as stipulated due to causes beyond his control and should such delivery not be made within 1 hour for a Charter of 1 days or less duration or 4 hours for a Charter for 2 days or more duration thereafter, then this agreement may be cancelled by the charterer and any money paid in advance shall be returned to the charterer.

## **NAVIGATION LIMITS**

### **EVENT CHARTER (1 day or less in duration)**

The charterer warrants that operation of the vessel is restricted to the hours of 10:00am to 6:00pm for a one (1) day Charter or less, unless the owner and charterer both agree to different hours. The sailing area will be restricted to: Chesapeake Bay and Tributaries.

### **CHARTERS MORE THAN 1 DAY IN DURATION**

Hours of safe operation for Charters of 2 or more days duration will be at the discretion of the sailing master (captain). Hours of safe operation are normally between one (1) hour after sunrise and one (1) hour before sunset in good weather conditions. Operation of the vessel at night, between one (1) hour before sunset and one (1) after sunrise, will only be allowed if the owner and the charterer both agree. The sailing area will be restricted to: Chesapeake Bay and Tributaries.

Unsafe operation is considered to be during limited visibility inclement weather conditions. charterer shall rely upon the sailing master (captain) for the safe navigation of the yacht and the sailing master is to be the sole judge as to whether it is reasonable or prudent to sail at any given time, having regard to the state of the weather and the surrounding circumstances, and also as to whether any specified anchorage is reasonably safe. Subject to the above, the sailing master and the crew are to obey all reasonable orders of the charterer, and to do their best to sail the yacht to such safe port and places as the charterer may desire to visit, providing that the Yacht can at such times or places always lie safely afloat at any tide

## **INSURANCE**

Owner shall keep the Yacht fully insured, under a standard marine yacht policy, against fire, marine and collision risks, subject to a deductible for which the charterer will give full and valid assurance of his ability to pay and be responsible for this deductible with a credit card. Although charterer will only be liable to the extent of the amount mentioned above, the charterer will be liable in excess of this amount for damages or loss as a result of gross negligence, an intentional act or a flagrant disregard on his part of rules for the usage operation of the Yacht.

## **DISCLAIMER**

The vessel owner, Liberty Marina, and insurance underwriters of the vessel and marina accept no responsibility or liability for any injury suffered by the charterer or any member of his party,

specifically but not limiting any accident, injury or death due to sailing, swimming, scuba diving, snorkeling, windsurfing, water- skiing and other related sports, or the operation of the vessels dinghy or outboard motor, whether or not equipment for such activities has been provided by the owner or charterer. This is regardless of whether the injury occurs onboard the vessel, in or around Liberty Marina's property, or elsewhere.

## **RESTRICTED USE**

The charterer agrees that the Yacht shall be employed exclusively as a pleasure Yacht for the sole and proper use of himself, his family, and guests during the term of his Charter, and shall not transport merchandise or carry passengers for pay, engage in trade, race Yacht, nor in any way violate the laws of the United States, or any other Government within the jurisdiction of which the Yacht may be at any time, and shall comply with the law in all other respects. The charterer has the responsibility of the operation of the vessel. The charterer has the option of selecting crew, and recognizes the owner requires a level proficiency of a crew that is most familiar with the boat being chartered and the charterer accepts the owner's decision.

No goods, documents, or drugs shall be carried that would involve risk of seizure, capture, or repatriation by any government. Use or possession of illegal substances on board the vessel shall result in immediate termination of the Charter with forfeiture of all monies paid. No dogs or other pets shall be taken aboard the Yacht without the permission of the Owner.

## **ANY CONTROVERSY OR CLAIM**

Any Controversy or claim arising out of or related to this contract, or breach thereof shall be settled by arbitration in accordance with the rules of the American Arbitration Association. Said arbitration will be held in the City of Annapolis, State of Maryland. Judgement upon the award rendered may be entered in any Court having jurisdiction thereof. IN THE EVENT that any action is filed in relation to this Charter party, the unsuccessful party in the action shall pay to the successful party in addition to all other sums that either party may call upon to pay, a reasonable sum for the successful party's attorney fees and costs.

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The Charterer acknowledges that he/she has read and understands the entire Agreement, including the TERMS & CONDITIONS listed herein in the following pages. The Charterer warrants that this Agreement represents consent of all members of the Charter party to be bound by the terms of this Agreement as if they had each individually agreed.