



Charter Agreement

Name: _____ Contact Person Georgina Morales

Address _____ City, State, Zip _____

Phone: _____ Cell: _____ Email: _____

You, the person or company named above, agreed to charter (that is to hire for a fee) the 63 foot licensed commercial charter yacht known as “Just Dreaming,” owned and operated by Lil’ Man In The Boat, Inc on the following terms and conditions:

DATE: _____

DEPARTS: _____ RETURN TO DOCK _____

START SET UP: _____ COMPLETE CLEAN-UP : _____

Lil’ Man In The Boat, Inc. (doing business as “Just Dreaming”) will provide (weather and mechanical conditions permitting) the yacht “Just Dreaming,” on the date and times stated above for up to 49 passengers with a crew as required by law on the following terms and conditions.

1) Charges and Payment Instructions: The charges for this charter are set out below. You agree to pay the charges in advance on booking the event. Bookings are first come first serve. Failure to make the payments stated will permit the vessel to be chartered by others for that date and time, if possible or it will not be scheduled at all.

2) THE CAPTAIN has complete control of the vessel’s course and passengers conduct as necessary for safety. In the event the Captain determines safety to be an issue due to weather, conditions on the SF

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Bay, or mechanical conditions to prevent the vessel from sailing, and you wish to exit the vessel, you will receive a full refund and nothing more. In the event you cancel, we will attempt to secure another charter for that time frame. If we cannot, it will continue to be your obligation for payments as described here.

- 3) **DAMAGE** to the vessel, the vessel's furnishings and/or equipment by you or your guests will be you, the customer's, responsibility.
- 4) **TIME** If the vessel does not sail for any reasons beyond Lil' Man In The Boat's control, your party or even may be held dockside and 15% of the yacht charter fees will be refunded. If the vessel should be delayed, we will extend cruise time to compensate for the loss of time by adding that time at the end of your scheduled time. Should you, the client, delay in departure, cruise time will not be extended.
- 5) **INSURANCE** Lil' Man In The Boat, Inc, represents that the vessels for charter have general liability insurance. Lil' Man In The Boat has provided to South Beach Harbor a Certificate of Liability Insurance for the operation of the vessel.
- 6) **CANCELLATION/REBOOKING** Please be certain of your date of booking. If you, the client, decide not to go on the scheduled date or time, and a replacement group or charter can be located for your time slot at least seven days in advance, a new available date or time will be mutually agreed upon with no additional charge for you. If we can not locate a new charter to take your time slot you, the client, are responsible for full payment of the charter, crew salaries, and all additional incurred expenses including catering. Pre-paid or deposited charters are non-refundable and may be rescheduled.
- 7) **INTOXICATION** Lil' Man In The Boat reserves the right to refuse access to alcoholic beverages to any guest who is under the age of 21 or is apparently intoxicated.
- 8) **EXCUSED NON-PERFORMANCE** If for any reason beyond its control, including, but not limited to, strikes, labor disputes, accidents, government requisitions, restriction or regulations on travel, vessel operation, commodities or supplies, acts of war or acts of God, Lil' Man In The Boat is unable to perform its obligation under this agreement, such non-performance is excused and Lil' Man In The Boat may terminate its performance under this agreement without further liability of any nature, under the terms set out here. In no event will Lil' Man In The Boat be liable for consequential damages of any nature for any reason whatsoever. If, for any reason, the vessel reserved hereunder is not available for the charter, Lil' Man In The Boat may substitute another vessel and you agrees to accept such substitution.
- 9) **UNLAWFUL ACTIVITIES** Gambling activities, the use of controlled narcotics and drugs without a lawful prescription in you or your guest's possession, disrobing, or any other unlawful activities are expressly prohibited. A violation of this provision by Charterer of its guest shall be grounds for immediate termination of the charter and return to the port without recourse or reimbursement by Lil' Man in The Boat.
- 10) **SECURITY** The Captain is responsible for the security of the vessel, crew and passengers and

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the Captain or his deck hands have the right to inspect all persons, all packages and all baggage brought aboard the vessel with or without probable cause. The Captain may ask any passengers to leave any items or baggage at port until the completion of the Charter if it is deemed best interest for security of the vessel, crew and or passengers.

11) INDEMNIFICATION To the extent permitted by law, you the client agree to protect, indemnify, defend and hold harmless Lil' Man In The Boat and its respective directors, employees, and agents against any claims, losses or damages to persons or property, government charges or fines and costs arising out of or connected with the charter. You also agree to any charges, fees, or fines incurred by reason of your conduct or the conduct of your guests.

12) ACKNOWLEDGEMENT: You acknowledge that you have been given all of the information you have asked for about the charter yacht "Just Dreaming" contracted for which is the subject of this agreement.

Date: _____

Print Name Of Person Authorized to Sign for This Charter:

Signature Of Person Authorized to Sign for This Charter:

On behalf of _____
Name of Person or Organization, if any

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SUMMARY OF AGREED UPON CHARGES

Charter Fee: \$600 per hour x hours Total \$
(three hour minimum, four hour minimum on weekends)
(Five hour minimum for Blue Angels, or New Years)

Bay Transit for Pickup & Drop (dead head): \$450

Standby time \$150 per hour

Dock Landing Charges passed though as charged by the dock:
Last known charges (which could have changed)
South Beach \$160 Marina Green \$160
Sausalito (Schoonmacker) \$85 Angel Island \$100 (\$200 short notice)

Catering and Bar options:
(a) As agreed with the staff from Just Dreaming's Kitchen
(b) From other restaurants, include 18% service/gratuity, 8.25% tax.
(c) Or, bring your own food and alcohol with corkage and use fee
\$7.50 per person will be charged for use of dishes, silver ware, bar ware.

Clean up after event: \$250

TOTAL: \$ 0.00

SPECIAL INSTRUCTIONS:

Catering Attachment:



L I L ' M A N I N T H E B O A T

CREDIT CARD AUTHORIZATION

DATE OF EVENT:

MONTH / DAY / YEAR

CLIENT:

PHONE: () FIRST NAME M.I. LAST NAME DAY EVENING CELL

NAME ON CARD:

FIRST NAME M.I. LAST NAME

BILLING ADDRESS:

STREET CITY STATE ZIP

(Signature Authorizing Deduction)

TYPE OF CARD [] VISA [] MASTERCARD

CARD NUMBER: [][][][] - [][][][] - [][][][] - [][][][]

EXP: [][]/[][]

CCV: [][][]

MONTH / YEAR

(LAST THREE NUMBERS ON BACK OF CARD)

AMOUNT OF CHARGE: \$ [][][], [][][]. [][]

BY:

DATE:

AUTH NO:

REF NO:

MATCH: YES/NO VOIDED: YES/NO

BY:

DATE: