

**AQUAVENTURESNC, LLC CHARTER AGREEMENT**

**NOTE: THIS FORM IS A CONTRACT WITH LEGAL CONSEQUENCES. PLEASE READ IT CAREFULLY BEFORE SIGNING. IF YOU DO NOT AGREE TO ITS TERMS, DO NOT SIGN IT.**

Charteree is:

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Charterer is AquaVenturesNC, LLC, of Beaufort County, NC.

In exchange for the payment by Charteree to Charterer of the agreed amount for the charter and for the agreement by Charterer to enter into this Charter Agreement, Charteree and Charterer enter into this Charter Agreement for purposes of setting forth the terms and conditions under which Charterer agrees to provide to Charteree the services of a captain and the use of a sailing vessel and the associated equipment under the command of such captain as follows:

This Charter Agreement is effective as of the date of the signatures below.

Charterer agrees to provide, after payment in full of all charter fees, receipt of a signed copy of this Charter Agreement, and receipt of a copy of the RELEASE OF LIABILITY, WAIVER OF CLAIMS, INDEMNITY AND ASSUMPTION OF RISK AGREEMENT signed by each participating guest, a licensed captain, the sailing vessel Respite (Official Number 1150824), and associated equipment for use of the Charteree, but only under the direction and supervision of the captain, who shall at all times remain responsible for determining the destination, course, and duration of any charter given the prevailing weather conditions and other factors affecting safety of crew and guests.

Charterer will make reasonable efforts to make the following equipment available for use by Charteree on any half-day or longer charter: two kayaks; one stand-up paddle board; and, miscellaneous water floats. Provided, however, that Charterer does not warrant the availability of all equipment on all charter dates.

No guest will be allowed on board who has not signed the RELEASE OF LIABILITY, WAIVER OF CLAIMS, INDEMNITY AND ASSUMPTION OF RISK AGREEMENT.

The Charteree agrees that a condition precedent to Charterer’s obligation to perform under the Charter Agreement is the payment in full by Charteree of all Base Charter Fees. The Base Charter Fees are as follows\*:

Hourly (Two Hour Minimum)	\$175.00
Half-day	\$650.00
Full-Day	\$1100.00
Sunset	\$400.00
Overnight and extended	\$1500 deposit
Galley Use Fee	\$20.00
Towel Use Fee	\$4.00 each

\*All prices are subject to change until the charter is paid for and scheduled.

The charter will take place on a date and time agreed to by Charterer and Charteree, and for a duration agreed to by Charterer and Charteree.

The Charteree agrees to be responsible for his/her conduct and the conduct of all guests participating in the charter under this Charter Agreement.

Charteree agrees that Charteree and all guests shall follow the instructions of the captain and any crew

member and shall abide by all applicable rules and regulations. In that regard, Charteree agrees that she/he has carefully reviewed all of the rules and regulations found on the pages at [http://AquaventuresNC.com/legal\\_stuff.html](http://AquaventuresNC.com/legal_stuff.html), has made such rules known to each guest, and agrees that Charteree and each guest shall abide by all such rules.

Charteree agrees that Charteree has reviewed the “AquaventuresNC, LLC Cancellations” policy found at [http://AquaventuresNC.com/legal\\_stuff.html](http://AquaventuresNC.com/legal_stuff.html) and agrees to be bound by such policy.

Charteree and each guest agree to and are bound by the RELEASE OF LIABILITY, WAIVER OF CLAIMS, INDEMNITY AND ASSUMPTION OF RISK AGREEMENT found at [http://AquaventuresNC.com/legal\\_stuff.html](http://AquaventuresNC.com/legal_stuff.html).

This **Charter Agreement** is entered into, performable, and performed in Beaufort County, North Carolina, and any and all claims or causes of action arising out of this **Charter Agreement** shall be filed exclusively in a state court in Beaufort County, North Carolina. Charteree hereby waives jurisdiction by any court other than a state court in Beaufort County, North Carolina for any and all claims arising out of or relating to this **Charter Agreement**. All claims or causes of action arising out of or relating to this Charter Agreement shall be governed by and construed in accordance with the law of the state of North Carolina.

Agreed to and Accepted:

\_\_\_\_\_  
AquaventuresNC, LLC                      Date

\_\_\_\_\_  
Charteree    Date

Below For AquaventuresNC, LLC Use only:

Charter Date: \_\_\_\_\_

Charter Time: \_\_\_\_\_

Captain: \_\_\_\_\_

Charteree: \_\_\_\_\_

Number of Guests: \_\_\_\_\_

Names of Guests:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_