



River Cruise Charter Agreement

This River Cruise Charter Agreement ("Agreement") is made and entered into on the date of signature below by and between:

Charter Company: Cruise Jacksonville, LLC

Mailing Address: 419 Marquesa Cir, St Johns, FL 32259 Phone: 904-881-4725

Email: vance@cruisejacksonville.com

Charterer (Client): _____

Address: _____

Phone: _____ Email: _____

1. Vessel & Cruise Details

Vessel Name: VADA (owned by VADA, LLC) **Type/Length:** Beneteau Swift Trawler 50

Capacity (Passengers): Six (6) **Charter Date:** _____

Boarding Time: _____ **Return Time:** _____

Embarkation Location: Lambs Yacht Center - Dock C (we'll escort you to the boat)

Disembarkation Location: Lambs Yacht Center - Dock C

Purpose of Charter: _____ (e.g., sightseeing cruise, corporate event, wedding, private party)

☐ I understand and will notify my passengers: only flip-flops or boat shoes on the boat (other types of shoes will be collected upon boarding), no animals, no weapons, no cooking, no smoking, no illegal drugs (including marijuana - illegal onboard USCG vessel) and no open flames. The staterooms will be locked and are not available for use.

☐ You will be cruising on Vance & Dana's private yacht, so please treat it with care and respect.

☐ An Indemnity, Release of Liability & Waiver Agreement (last page) must be signed and returned by all passengers upon boarding. Charterer agrees to notify and collect from all members of the party prior to expedite boarding.

2. Charter Fee & Payment Terms

Total Charter Fee: \$ _____ **Package:** _____

Additional services: \$ _____

50% Deposit (due upon booking): \$ _____ (full amount if within 7 days)

Gratuity (prepaid - as you desire) \$ _____ (prepaid or after the cruise)

Balance Due By: _____ \$ _____ (two days before cruise)

Payments may be made by: ☐ Credit Card ☐ Cash ☐ Venmo ☐ Other: _____

3. Included Services

The following services are included in the Charter Fee:

- Licensed captain and one crew
- Fuel for cruising route (approximate miles traveled per hour: 4-7)
- Standard cleaning
- Safety equipment compliant with regulations
- Gratuity is ***not*** included in the package price, please tip crew as you desire. The tips will be distributed equally among the crew or if personally given (that person will receive).

Your Preferences:

- Music Type: _____ or ☐ your Bluetooth connection
- Desired areas to cruise: ☐ north around downtown Jacksonville or ☐ south near NAS Jax
- Food Menus: _____
- Bartender: Yes / No (\$50 per hour) (steward may not serve drinks)

Additional services (if any): (charges apply)

- Additional hour of cruise: \$150
 - BYOB - see cruisejacksonville.com for soft drinks and mixers kept onboard
 - Floral & Décor: _____
 - Entertainment: _____
 - Custom Occasion Setup: _____
 - Special dockage request: _____
 - Car service home to dock and return home: _____
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4. Passenger Count

The Charterer understands the vessel's maximum U.S. Coast Guard-approved passenger capacity of six (6). There are no exceptions.

5. Safety & Conduct

1. All passengers must follow captain and crew instructions at all times.
2. The captain reserves full authority over navigation, safety, and behavior onboard.

3. Illegal drugs (including marijuana - illegal onboard USCG vessel), firearms, or hazardous materials are strictly prohibited.
 4. Excessive intoxication, disorderly conduct, or endangerment may result in early termination of the charter without refund.
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6. Weather Policy

The captain has sole discretion to determine whether conditions are safe for departure.

- If the captain cancels due to unsafe weather **before departure**, Charterer will receive a refund or reschedule.
 - If the cruise has already begun, no refunds will be issued for weather-related early termination unless the captain determines that unsafe conditions require immediate return (within 30 minutes of departure).
 - Weather can change for the worse during your cruise and require early termination of the cruise. If your Captain requires your cruise to end early due to bad weather, you'll receive a pro-rated refund for the lost time in 15-minute increments (time to dock early). You will still have to pay the cleaning fee and any other non-variable fees such as add-ons.
 - Renters cannot cancel for conditions such as showers, overcast, cold, forecasted weather, or any other condition that does not impact the safety of the vessel, passengers, or crew.
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7. Damage

The Charterer is responsible for any damage to the vessel or equipment caused by Charterer or passengers.

The damage deposit covers:

- Damage to vessel interior or exterior
 - Excessive cleaning
 - Replacement of broken or damaged equipment/supplies
 - Additional labor caused by Charterer or passengers
 - Damage to vessels is rare and typically minor in nature. The most common occurrences are spills and stains while other damage, like clogged waste system, can occur and cost additional money. In the rare case a boat is damaged by the Charterer or its passengers, the Charterer is responsible even if the cost to repair the damage is more than the deposit.
 - Deposits will be refunded within **7 business days** unless deductions are required.
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8. Cancellation Policy

Charterer Cancellations:

- More than 30 days before charter: Full refund minus processing fee (5% of amount paid).
- 15–29 days before charter: 50% refund of amount paid.
- Less than 14 days: 25% refund of amount paid.
- Only the captain can cancel a charter for weather-related reasons. See paragraph 6.

Company Cancellations:

- If due to mechanical issues or inclement weather, a full refund or a reschedule date will be offered.
- Inclement weather is defined as any severe or harsh weather condition that makes it unsafe or impractical to travel. For boating, this can mean thunderstorms or high winds.
- Only the captain can cancel for inclement weather, and cancellations for inclement weather are decided not less than 1 hour prior to your scheduled departure.
- Depending on circumstances, you may be given the option to change your departure time on the same day.
- If your Captain requires your cruise to end early due to bad weather, you'll receive a pro-rated refund for the lost time in 15-minute increments (time to dock early). You will still have to pay the cleaning fee and any other non-variable fees such as add-ons.
- Renters cannot cancel for conditions such as showers, overcast, cold, forecasted weather, or any other condition that does not impact the safety of the vessel, passengers, or crew.

9. Catering, Alcohol & Third-Party Services

Alcohol service:

- May be served by passengers (steward can not serve alcoholic drinks).
- By a bartender (must be licensed person).
- Charterer must ensure all passengers who consume alcohol are 21+.
- Crew reserves the right to stop alcohol service at any time for safety.
- Charterer assumes responsibility for ensuring no underage consumption.
- Crew may refuse service to intoxicated individuals and may terminate alcohol consumption at any time.
- Charterer assumes liability for all alcohol-related incidents, damages, or injuries involving passengers.

If outside vendors are brought onboard, they must be pre-approved and carry proper insurance.

10. Indemnification, Release & Liability

Charterer agrees to indemnify and hold harmless Company from all claims, damages, losses, liabilities, and attorney fees arising out of:

- Passenger's actions or negligence
- Passenger's violation of the law and Company rules

- Damage caused by Passenger to the vessel or equipment
- Passenger's consumption of alcohol or impairment
- Passenger's failure to follow crew instructions

To the fullest extent permitted by **Florida law and U.S. maritime law**, Charterer releases and discharges the Company, its owners, employees, captains, crew, contractors, and agents from any and all claims for:

- Personal injury or death
- Property loss or damage
- Emotional distress
- Economic or consequential loss

This release applies **even if caused by ordinary negligence** of the Company or its personnel.

This release does **not** apply to claims arising from:

- Gross negligence
 - Willful misconduct
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11. Photography & Media

Charterer grants the Charter Company permission to capture photos and video of the vessel and charter event for internal documentation and safety purposes.

12. Governing Law

This Agreement shall be construed and interpreted in accordance with the laws of the state of Florida, with the exception of any admiralty or maritime claims which shall be construed under the maritime, admiralty laws of the United States.

13. Entire Agreement

This Agreement constitutes the entire understanding between the parties and supersedes all prior discussions.

13A. Florida-Specific Provisions

This charter is operated in the State of Florida. The parties acknowledge and agree:

- The Florida Limitation of Liability Act and applicable maritime law govern passenger injury claims.

- Charter Company complies with U.S. Coast Guard and Florida Statute requirements for passenger vessels.
- The venue for any proceedings shall occur in Duval County.

13B. ADA Accessibility

The Charter Company will make reasonable efforts to accommodate passengers with disabilities. Charterer agrees to notify the Company upon booking about any accessibility needs so appropriate boarding and safety arrangements can be made. Charterer acknowledges that the vessel has steps all around and to board and move from space-to-space passengers must have the ability to climb up and down steps without assistance. No animals are allowed.

13C. Insurance Requirements

Charter Company warrants that the vessel carries:

- Commercial liability insurance
- Passenger coverage per U.S. Coast Guard requirements
- Hull and machinery insurance

If Charterer hires outside vendors (caterers, entertainers, etc.), Charterer agrees to provide proof of vendor insurance and list the Charter Company as an additional insured when applicable.

13D. Other provisions

- Should either party to this Agreement violate any provisions of this Agreement or in any proceedings to enforce the terms of this Agreement, the prevailing party shall be entitled to recover from the other all legal fees and costs that may be incurred, including any fees and costs associated with court ordered mediation and arbitration, or appellate proceedings.

13E. Emergency Procedures

The Charter Company maintains U.S. Coast Guard–approved emergency equipment onboard, including life jackets, fire extinguishers, first-aid kits, and communication devices.

Passenger agrees to follow all lawful instructions from the captain and crew regarding:

- Safety procedures
- Seating and movement while underway
- Alcohol consumption rules
- Boarding/disembarking
- Emergency instructions
- Participate in any safety briefing conducted prior to departure.
- Keep aisles, exits, and safety equipment areas clear at all times.

In the event of a medical emergency, the captain will take appropriate action, including returning to port or contacting emergency services.

Failure to follow instructions may result in removal from the vessel

13F. U.S. Coast Guard Compliance

The vessel complies with all applicable U.S. Coast Guard (USCG) regulations for passenger charters, including:

- Vessel inspections and certifications
- Proper crew licensing
- Required safety equipment
- Passenger capacity limits of six (6)

The captain has authority under USCG regulations to alter or terminate the voyage for safety.

13G. Minors Onboard

Charterer is responsible for all minors onboard.

- Minors must be supervised at all times by a responsible adult.
- No alcoholic beverages may be provided to or consumed by minors.

13H. Fuel Surcharge

Charter Fee includes standard fuel usage for the planned itinerary. The Charter Company reserves the right to add a fuel surcharge if:

- Charterer changes cruising route significantly: see paragraph 3
- Fuel prices increase by more than 15% prior to the charter date

Any surcharge will be communicated in advance when possible.

13I. Entertainment & Noise Restrictions

If live entertainment, DJs, speakers, or amplified music are used:

- Volume levels must comply with local ordinances and marina rules.
- The captain may reduce or stop music at any time for safety or compliance.
- Fireworks, pyrotechnics, sparklers or open flames are not allowed.

13J. Catering, Health & Sanitation Requirements

If catering or food service is provided by a third party:

- All vendors must comply with Florida Department of Health requirements.
- Hot foods must be properly stored and held at safe temperatures.
- Caterers are responsible for cleaning their service areas and removing all equipment.
- Charterer is responsible for any damage to the vessel or equipment caused by a third party.

- Charter Company reserves the right to refuse vendors who do not meet health or insurance requirements.

13K. Dockage, Mooring & Landing Fees

Unless otherwise stated:

- Charterer is responsible for all dockage, landing fees, marina charges, or special docking arrangements not included in the charter package.
- Any additional docking or mooring requested by Charterer must be pre-approved in advance by Cruise Jacksonville.

13L. Additional Time

- In most cases, time can be added to a charter for an additional hourly fee. Time extensions are allowed as long as there aren't any other conflicting boat rules or upcoming bookings which may prevent the boat from adding on additional time. Additional fees include the Boat Rental, Captain, Crew, Fuel, and any other time-based fee required by the Owner. You will not have to pay an additional cleaning fee or any other flat fee costs.
- Additional hour rate: See paragraph 3

14. Signatures

By signing below, both parties acknowledge and agree to the terms of this Agreement.

Charter Company Representative: Name: Vance Stallings, as MGR

Signature: _____ Date: _____

Charterer (Client): Name: _____

Signature: _____ Date: _____

Notes / Special Instructions: _____
