

## BAREBOAT CHARTER AGREEMENT

This Bareboat Charter Agreement ("Agreement") is entered into on [Date] by and between:

DATE: As Booked

**Owner:** [Owner's Full Name/Business Name]

Bumpin Buoys LLC

[Avery Ehlen, Kellen Smith, Jason Pap, Jon-Micheal Brock]

**Charterer:** [Charterer's Full Name] As Booked

The Owner and Charterer may be referred to individually as a "Party" and collectively as the "Parties."

### 1. Vessel Description

- o Name of Vessel: [Cobia 240CC, 28 EdgeWater, 32 Aviara, 277 Scout LXF]
- o Type of Vessel: Motorboat
- o Length: 24ft , 28ft , 32ft
- o Manufacturer: Cobia , Edgewater , MasterCraft, Scout
- o Year Built: 2022 , 2019, 2023. 2019

BOAT SELECTED: As Booked

### 2. Charter Period

- o Start Date and Time: [Start Date and Time]
- o End Date and Time: [End Date and Time]

START AND END TIME: As Booked

### 3. Charter Fee and Payment

- o Charter Fee: \$200-300/hr

### 4. Delivery of the Vessel

- o The Owner shall deliver the Vessel to the Charterer in good and seaworthy condition.
- o The Charterer shall inspect the Vessel upon delivery and acknowledge its condition in a written inspection report.

### 5. Captain selected and paid for separately by the Charterer

<https://www.bumpinbuoyscharter.com/captains>

**Fuel is paid separately, maximum \$50 charge.**

### 6. Charterer's Responsibilities

- The Charterer shall have full possession and control of the Vessel during the charter period.
- The Charterer is responsible for the operation, maintenance, and navigation of the Vessel.
- The Charterer shall:
  - Ensure compliance with all applicable laws and regulations.
  - Operate the Vessel safely and prudently.
  - Not use the Vessel for any illegal activities.
  - Ensure that all operators of the Vessel are qualified and experienced.

**7. Insurance**

- The Owner shall provide insurance coverage for the Vessel.
- The Charterer is liable for any damages not covered by the insurance policy, including the deductible.

**8. Liabilities and Indemnification**

- The Charterer agrees to indemnify and hold harmless the Owner from any claims, liabilities, damages, or costs arising out of the Charterer's use of the Vessel.
- The Owner is not liable for any personal injuries or property damage incurred during the charter period unless caused by the Owner's negligence.

**9. Termination**

- The Owner may terminate this Agreement if the Charterer breaches any terms or if the Vessel is used in an unsafe or illegal manner.
- The Charterer may terminate this Agreement by providing written notice [7] days before the start date.

**10. Return of the Vessel**

- The Charterer shall return the Vessel on or before the end date in the same condition as received, excluding normal wear and tear.
- If the Vessel is returned late, the Charterer agrees to pay a late fee of \$200-300/per hour.

**11. Dispute Resolution**

- Any disputes arising from this Agreement shall be resolved through mediation.

**12. Miscellaneous**

- Entire Agreement: This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements.
- Governing Law: This Agreement shall be governed by the laws of the State of South Carolina.
- Amendments: Any amendments to this Agreement must be in writing and signed by both Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

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