



2021 Charter Agreement and Invoice

Boston Harbor Mini Tours and Shuttle LLC ("BHMT&S LLC")
Dba: Come Sail Away Now
123 Washington Street, Unit 5
Foxboro, MA 02035
617-828-9005-OFFICE 781-561-1411—FAX

Client Name: _____
Address: _____
Phone Number: _____
Email: _____
Date of Charter: _____
Departure Time: _____
Number of total passengers in your party: _____
Function: Private Charter _____

**Port of Departure: One 8th Street, Charlestown, MA 02129
Pier 6, Slip #15**

Boarding Time: 15 minutes prior to departure time

CHARTER FEE:

Payment is made payable to Boston Harbor Mini Tours and Shuttle LLC.

Kindly Remit payment and signed agreement via email: charters@comesailawaynow.com or Fax to 781-561-1411

Terms and Conditions:

- Receipt of Full Charter Fee and Signed Agreement is Required for confirmation of all bookings
- Payment Options: Credit Card (subject to a 4% Administrative Fee for credit cards), Check or Cash

The terms of all negotiations are subject to a formal contract. ALL RATES ARE SUBJECT TO CHANGE WITHOUT NOTICE AND MUST BE CONFIRMED UPON BOOKING.

This is an AGREEMENT and INVOICE for payments due the boat, food, beverages and all related expenses for this event. Upon receipt of payment and signed contract between BHMT&S LLC and client, in the amount specified, the said date will become FIRM. If the Full Charter Fee is not received upon signing, BHMT&S LLC reserves the right to release the charter date and open the date and time up to inquiring customers.

Cancellation:

Any cancellation requests must be made by the client with at least a 14 days notice from the charter date and will result in the forfeiture of the 25% of the full charter fee. If the client cancels this charter agreement less than fourteen (14) days prior to the charter date, all amounts paid, including the deposit and service fees will be forfeited and retained by BHMT&S LLC.

BHMT&S LLC may cancel or reschedule at any time for the following reasons: Breakdown of machinery or be disabled or damaged by fire, grounding, collision or any other cause to prevent the use of the boat. BHMT&S LLC shall refund all payments representing the time period that the boat is not available to the charter and reserves the right to substitute the boat with a comparable vessel for the charter period.

BHMT&S LLC may refuse transport of any passenger, or may land or reject any passenger at any port of call, at the passenger's expense, in the event of illness, disease, injury, mental derangement, disorderly conduct, or failure or refusal to observe or comply with any regulations that are or may be established onboard the vessel for the general comfort and safety of others aboard the boat.

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Rescheduling:

Any rescheduling requests made by the client, at any time after initial booking, will result in an additional 25% administrative fee.

Weather Related Rescheduling:

BHMT&S LLC cannot be responsible for normal summer weather (i.e. rain). If the Captain believes that the weather will be unsafe, he/she will postpone and reschedule the trip and there will be no fee assessed to the client. However, if the trip gets postponed by the Captain due to weather, and not rebooked for any reason, a 25% Administrative fee will be retained by BHMT&S LLC. All service charges related to coordinating this trip will be retained by BHMT&S LLC. Client has up to one year from the date of scheduled charter to reschedule (based on the approval of the captain/owner).

Defaults:

It is mutually agreed that should any installment of charter money be not paid on the date designated, BHMT&S LLC shall have the right to resume possession of the vessel, terminate the charter, and retain all sums paid by the client. Only a money deposit and signed Agreement will confirm the charter date(s).

Drug Restrictions:

Client understands that no illegal drugs or other illegal items shall be permitted aboard the boat in accordance with the ZERO TOLERANCE POLICY of the Coast Guard. Any use of illegal drugs, including marijuana, shall result in immediate termination of the charter with forfeiture of all monies paid.

The client hereby agrees to hold BHMT&S LLC harmless from any and all liability arising from the consumption of alcoholic beverages by any guest aboard the boat.

Liability and Indemnification:

CLIENT UNDERSTANDS THAT THERE ARE INHERENT RISKS INVOLVED WITH CHARTERING, including but not limited to equipment failure, perils of the sea, acts of other participants, and adverse sea and weather conditions, and I HEREBY ASSUME SUCH RISKS.

Client asserts that all passengers are physically fit to ride on a boat and will not hold BHMT&S or their employees, agents or other associated personnel responsible if injury as a result of ANY problems (medical, accidental or otherwise) which occur while chartering the boat or otherwise participating in the trip.

BHMT&S LLC has made no representations to me, implied or otherwise, that they or their crew can or will perform safe rescues or render first aid. Client agrees to forever discharge and release BHMT&S LLC, its employees and agents, its owner(s), the Vessel, and affiliates, from any and all responsibility or liability for any and all injuries or damages. Client agrees NOT to make a claim against or sue any of the above parties for injuries or damages whether they arise or result from any NEGLIGENCE or other liability, EVEN IN CASES OF GROSS NEGLIGENCE.

I HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY IT, FROM THE DATE OF MY SIGNATURE, FOREVER INTO THE FUTURE.

Date: _____

Signature: _____

FOR OFFICE USE ONLY:

Date Rcv'd: _____

Office Signature: _____