

Vancity Yachts and the Charterer(s) (together, the “Parties”, and each a “Party”) hereby agree:

Part A: Charter Agreement

1st Agreement. These boat Charter Terms and Conditions (the “Terms”) form part of the boat charter agreement (the “Agreement”) being entered into between the parties identified on the information sheet (“Information Sheet”) to which these Terms are attached.

2nd Agency. Vancity Yachts Charters (“Vancity Yacht Charters”) is a broker of yacht charters, is not the owner of the Vessel, and is authorized by the OWNER to enter into this Agreement solely as agent for the OWNER. Any reference in these Terms to Vancity Yachts Charters is a reference to Vancity Yachts Charters in its capacity as agent of the OWNER and not in Vancity Yachts Charters’s own capacity.

3rd Charter Terms. Vancity Yachts Charters hereby charters the Vessel to the CHARTERER in accordance with the terms and conditions set out in this Agreement, for the duration set out on the Information Sheet.

4th Captain for Hire. At the request of the OWNER, a captain will be provided for the chartered Vessel under the following conditions:

- The captain shall be appointed by Vancity Yachts, acting as an agent of the OWNER.
- The fee for the captain’s services shall be \$1.00 CAD, as agreed upon by the CHARTERER prior to the commencement of the charter. The captain shall have full authority over the operation, navigation, and safety of the Vessel during the charter period.
- The CHARTERER agrees to comply with all instructions provided by the captain in relation to the operation and use of the Vessel.
- The captain's services are offered as an additional arrangement and do not alter the CHARTERER's obligations under this Agreement.

Part B: Money

1st Charter Hire. CHARTERER shall pay to Vancity Yachts Charters or the booking agency all monies set out in Information Sheet at or before the applicable dates set out in the Information Sheet. All monies are payable in cleared funds.

2nd Late Payment. Should the CHARTERER fail to pay any amount due under this Agreement after written notice that payment is due, Vancity Yachts Charters shall be entitled to treat this Agreement as having been repudiated by the CHARTERER and to retain all payments made to date and shall remain entitled to all payments due hereunder had this Agreement not been repudiated.

3rd Running Expenses. The CHARTERER shall accept the Vessel delivered as described herein and shall pay for all running expenses (including skipper and crew cost, fuel, moorage, water,

provisions, and holding tank pump out and disposal) during the term of the charter. All expenses shall be paid within 48hrs.

4th Taxes. Any and all taxes imposed on this charter are the responsibility of the CHARTERER, and the CHARTERER shall indemnify and hold harmless the OWNER and Vancity Yachts Charters from any liability for such taxes, including associated penalties and interest.

5th Security Deposit. The amount of the Security Deposit should be paid by the CHARTERER. The Security Deposit shall be held by Vancity Yachts Charters and may be used in, or towards, discharging any damage or liability and fuel used during the charter, that the CHARTERER may incur under any of the provisions of this Agreement. If not required, the Security Deposit shall be refunded without interest to the CHARTERER promptly after settlement of all outstanding queries, differences and disputes.

Part C: Beginning and End of the Charter

1st Vancity Yachts Charters shall deliver the Vessel at the time and place as specified in the Information Sheet, in full commission and proper working order, exclusive of master or crew, outfitted as a Vessel of her size, type and accommodations; with full equipment inclusive of that required by law, and fully furnished, including all necessary operating and maintenance stores and supplies, laundry of ship's linens, and seaworthy, clean and in good condition throughout and ready for service. VanCity Yachts may change the place of delivery upon notice to the CHARTERER.

2nd Inspection. Vancity Yachts Charters will conduct an inspection of the Vessel interior and exterior at delivery and return to ascertain condition under the charter and any damage thereto.

3rd Delay or impossible in Delivery. The CHARTERER understands demurrage pro rata or impossible in delivery as a result of unforeseen incidents, boat mechanical break down and force majeure the CHARTERER could cancel this Agreement prior to taking delivery of the Vessel, In such case Vancity Yachts Charters or the booking agency shall immediately refund to the CHARTERER all charter hire paid to Vancity Yachts Charters or the booking agency, and Vancity Yachts Charters shall have no further liability to CHARTERER whatsoever.

4th Re-delivery. The CHARTERER at the expiration of this charter shall re-deliver the Vessel, her equipment and furnishings, free and clear of any liens or indebtedness incurred for the CHARTERER's account, to Vancity Yachts, at the time and place specified in the Information Sheet, in as good condition as when delivery was taken, ordinary wear and tear excepted. The CHARTERER shall re-deliver the Vessel with the fuel and water tanks full (or at the same level as at delivery, if this was ascertained during the inspection) and the holding tanks empty.

5th Delay in Re-Delivery and Indemnification. If the Vessel is not re-delivered within the charter period for reasons attributable to the CHARTERER, in whole or in part, then the CHARTERER shall pay to Vancity Yachts Charters as liquidated damages a sum equal to the charter hire divided by the number of days (period of 10 consecutive hours, or portion thereof) comprised in the charter period, subject to Vancity Yachts Charters's right to recover further additional loss or damages, if any, sustained as a result of the delay in re-delivery. The CHARTERER shall indemnify and hold

harmless the OWNER and Vancity Yachts against and from any and all liability to third parties for loss or damage attributable to the CHARTERER's acts or omissions.

If the CHARTERER elects to re-deliver the VESSEL before the expiration of the charter for reasons not attributable to Vancity Yachts, the CHARTERER shall not be entitled to any return of any charter hire.

Part D: Use During the Charter

Use and Restrictions of Use.

Pleasure craft use only :The CHARTERER represents and warrants that the Vessel shall be employed exclusively as a pleasure Vessel for the sole and proper use of the CHARTERER and his or her crew, family, guests, invitees, employees and servants, during this charter period, and shall be used without remuneration or object of profit; and that the Vessel shall not transport merchandise or carry passengers for hire, or engage in any trade nor in any way violate the laws of British Columbia or Canada (including, without limitation, the revenue laws of Canada) or any other Government within the jurisdiction of which the Vessel may be at any time, and shall comply with the law in all respects. Without limiting the foregoing, the Charterer shall not use the Vessel for any non-pleasure or commercial purposes whatsoever.

Children : The CHARTERER shall ensure that any children on board the Vessel shall be restrictedly supervised by an adult member of the charter party at all times.

Smoking policy: Failure to adhere to the policy shall result in a penalty fee of \$150.00 payable immediately to cover cleaning and maintenance costs. Additionally, repeated violations may lead to the termination of the charter agreement without refund, at the discretion of the yacht management. This policy is in place to ensure the safety and comfort of all passengers and crew on board.

Alcohol limitation: Every guest on board must remain in control during the charter period, any behaviors while intoxicated on board shall be cause for immediate termination of the charter without refund of the charter hire and any additional payments made by the CHARTERER with no recourse against Vancity Yachts.

Pets are forbidden on board: Any pets or animals are not allowed to be on board the vessel. Certified service animals are exempt from this rule.

Nuisance: The CHARTERER shall ensure that the behavior of the charter party shall not cause a nuisance to any person or bring the Vessel, Vancity Yachts, or the OWNER into disrepute. The CHARTERER shall be liable for fines, penalties, damages and forfeitures as a result of negligence or intentional acts of the CHARTERER or his or her crew, family, guests, invitees, employees or servants, and the CHARTERER shall indemnify, hold harmless and defend the Releasees (defined below) for such acts.

Crew: The CHARTERER acknowledges and agrees that the CHARTERER exclusively is responsible for the employment, engagement, and payment of the master and crew and any other personnel used by the CHARTERER on or in connection with the Vessel under this charter.

Illegality: The possession, transport, or use of illegal drugs or narcotics, including marijuana, and any other contraband, as well as participation in unlawful activities or the transport of undocumented individuals, is strictly prohibited. Such actions, except as permitted by the law, constitute a breach of this Agreement and will result in the immediate termination of the charter, without a refund of the charter hire or any additional payments made by the CHARTERER. The CHARTERER shall have no recourse against Vancity Yachts, in such cases.

Weapons. It is specifically understood that the possession or use of any weapons (including particularly firearms) is strictly prohibited aboard and failure to comply shall be cause for immediate termination of the charter without refund of the charter hire and any additional payments made by the CHARTERER with no recourse against VanCity Yachts.

Cruising Range: The Vessel may be operated only in the waters of British Columbia, Canada, and shall not enter or be operated in U.S. waters, except as required for safe operation and navigation as determined by the master and crew.

1st Repairs. In the event of a breakdown by the Vessel after delivery as described by the previous section, the CHARTERER shall immediately notify Vancity Yachts, and the CHARTERER shall not authorize or effect any repairs to the Vessel except with Vancity Yachts prior consent, provided however that the CHARTERER may effect emergency repairs to protect and maintain the integrity and safety of the Vessel in which case the CHARTERER shall notify Vancity Yachts forthwith of any such repairs.

2nd Force Majeure. In this Agreement “force majeure” is defined as any cause directly attributable to acts, events, non happenings, omissions, accidents or Acts of God, beyond the reasonable control of the OWNER, VanCity Yachts or the CHARTERER (including, but not limited to, strikes, lockouts or other labor disputes, civil commotion, riots, blockade, invasion, war, fire, explosion, sabotage, storm, collision, grounding, fog, governmental act or regulation, major mechanical or electrical breakdown beyond the crew’s control and not caused by the negligence of Vancity Yachts or the CHARTERER.

Part F: Insurance

Insurance. Vancity Yachts has obtained confirmation from the OWNER that the Vessel is insured against fire, marine and collision risks, hazards to the voyage, including all engine, hull and Vessel equipment, for any and all casualty and loss or damage that may occur to or be suffered by the Vessel for the full term of the charter including any proper extension thereof. Cancellation insurance and curtailment insurance are not included under the terms of this Agreement. Any accidents under influence (alcohol or drugs) will not be covered by insurance

The CHARTERER shall be responsible to pay any deductible for any insurance claim arising in connection with the charter.

Part G: Cancellation

1st Cancellation by the CHARTERER. In the event the CHARTERER cancels the charter for any reason whatsoever, the charter hire will be refundable as follows:

For cancellations received by Vancity Yachts more than 90 days prior to the first day of the charter period, a full refund of charter hire monies paid, less an administration fee of ten (10) percent of the total vessel charter fee payable under the charter.

For cancellations received by Vancity Yachts more than 60 but less than 90 days prior to the first day of the charter period, a full refund of charter hire monies paid, less an administration fee of (30) percent of the total Vessel charter fee payable under the charter.

For cancellations received by Vancity Yachts less than 60 days prior to the first day of the charter period, no refund is available.

The parties agree that the above amounts retained by Vancity Yachts Charters are not a penalty but are a reasonable estimate of the damages incurred by Vancity Yachts Charters and the OWNER as a direct result of the CHARTERER's cancellation.

1st Cancellation by Vancity Yachts. If prior to the start date of the charter period, the Vessel becomes unavailable for mechanical issues, vessel incidents, force majeure whatsoever, the Agreement is cancelled in writing by Vancity Yachts, all charter hire monies paid shall be refunded in full forthwith to the CHARTERER and Vancity Yachts shall have no further liability whatsoever to the CHARTERER.

2nd Addendums: This Agreement together with any booking waiver document signed by the CHARTERER and exhibits hereto constitutes the entire agreement among the Parties and it supersedes any prior agreement or understanding among them, oral or written, all of which are hereby canceled.

RELEASE AND WAIVER OF LIABILITY,

ASSUMPTION OF RISK AND IDEMNITY AGREEMENT

PURPOSE OF CHARTER: Pleasure Cruising

The Date, Time, and Purpose collectively referred to as the ("CHARTER EVENT")

IN CONSIDERATION of being permitted to charter a yacht from Vancity Yachts EACH OF THE UNDERSIGNED ("Releasor"), for himself or herself, his or her personal representatives, heirs, and next of kin:

1st. Acknowledges, agrees, and represents that he/she has or will immediately upon boarding HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE Vancity Yachts, the boat owners, lessees, crew members, any other persons regarding the CHARTER EVENT(S) and each of them, their directors, officers, agents and employees, all for the purpose herein referred to as "Releasees," FROM ALL LIABILITY TO THE UNDERSIGNED, his/her personal representatives, assigns, heirs, and next of kin FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR

DEMANDS THEREFORE ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN DEATH OF THE UNDERSIGNED ARISING OUT OF OR RELATED TO THE CHARTER EVENT(S), WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

2nd. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Releasees and each of them FROM ANY LOSS, LIABILITY, DAMAGE, OR COST they may incur arising out of or related to the CHARTER EVENT(S) WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

3rd. HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE arising out of or related to the CHARTER EVENT(S) whether caused by the NEGLIGENCE OF RELEASEES or otherwise.

4th. HEREBY acknowledges that THE ACTIVITIES OF THE CHARTER EVENT(S) ARE POTENTIALLY DANGEROUS and involve the risk of serious injury and/or death and/or property damage. Each of THE UNDERSIGNED, also expressly acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES.

5th. HEREBY agrees that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by the Releasees, INCLUDING NEGLIGENT RESCUE OPERATIONS and is intended to be as broad and inclusive as is permitted by the laws of Canada in which the CHARTER EVENT(S) is/are conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

BAREBOAT CHARTER AGREEMENT MADE this _____ day _____ month _____ year by and between (Vancity Yachts and the BOAT OWNER) _____, herein after referred to as OWNER, and (BOAT RENTER) _____ of _____ address herein are referred to as the CHARTERER, WITNESSETH:

WHEREAS, OWNER is the owner or broker for the owner of that certain yacht described as follows: **Ez-As-123 (84 Hatteras Motor Yacht)** which is herein are described as the Yacht, and which includes all equipment, fixtures and other property delivered to CHARTERER with said Yacht: AND WHEREAS, CHARTERER wishes to charter said Yacht for him or herself and no more than _____ guests from the OWNER: NOW THEREFORE, in consideration of the foregoing, the mutual covenants contained herein, and the sums paid and to be paid in accordance herewith, the OWNER agrees to let and the CHARTERER agrees to hire the yacht upon the terms and conditions set forth below:

1. TERM: The term of the charter shall commence on: _____ of _____ in the year _____

2. RENTAL: The total rent to be paid by the CHARTERER to the OWNER is \$875.00/hr in \$CDN Dollars. The full amount of which shall be paid no later than 30 days prior to delivery or via Booking Agency who will secure the rent prior to the trip. A security, damage and fuel deposit of \$1000.00 shall be secured by the OWNER from the CHARTERER 3 days prior to delivery via e-transfer to info@vancityyachts.com or by cash payment, on or before the charter date, which shall be applied to late return charges, fuel and any damage within the insurance deductible amount for which the CHARTERER shall be responsible, the repair of any damages or loss of equipment and such other charges for consumable items as may have been used and not paid for or replaced during the term of the charter.

Contacting Us

If there are any questions regarding this charter agreement, terms and conditions or our privacy policy, you may contact us using the information below:

email: info@vancityyachts.com website: www.vancityyachts.com