



BAREBOAT CHARTER AGREEMENT

This BAREBOAT CHARTER AGREEMENT, made as of CHARTER DATE (listed below in section label "Required Information), by and between BOAT TAHOE LLC of the Vessel hull IDFGBH0315D808, hereinafter called "OWNER" and CHARTERER NAME (listed below in section label "Required Information) hereinafter called "CHARTERER".

IN WITNESS of which:

OWNER hereby agrees to let and demise bareboat, and the CHARTERER agrees to hire on a bareboat based upon the terms and conditions and for the consideration hereinafter set forth, the said Vessel for a period commencing at TIME OF CHARTER (listed below in section label "Required Information) for LENGTH OF CHARTER (listed below in section label "Required Information) on CHARTER DATE (listed below in section label "Required Information).

The vessel shall be delivered to the CHARTERER at the Tahoe Keys Marina, CA. OWNER warrants that Vessel, when delivered to CHARTERER, shall be in good seaworthy condition and shall comply with all applicable laws and regulations pertaining to the condition of the Vessel. It is the responsibility of the CHARTERER to perform a pre-charter inspection of the Vessel upon delivery of the Vessel to the CHARTERER, to ensure that the Vessel is suitable for CHARTERER'S intended use and the familiarize CHARTERER and CHARTERER'S crew with the Vessel, its equipment and safety procedures, and to note any preexisting damages or conditions of the Vessel. The Vessel shall also be inspected upon its return, and any damage or other conditions of the Vessel not noted on the pre-charter inspection shall be for the CHARTERER'S account.

CHARTERER shall maintain Vessel in good order and condition, reasonable wear and tear expected. CHARTERER shall not be responsible for repairs to Vessel except to the extent that the need for such repairs arises from negligence or willful misconduct of CHARTERER, its officers, agents, employees, students, invitees or guests. The owner agrees to make any repairs needed to keep Vessel in good seaworthy condition and in compliance with all applicable laws and regulations to the extent the need for such repairs does not arise from the negligence or willful misconduct of the CHARTERER, its officers, agents, employees, invitees or guests. The vessel shall be subject to inspection at any reasonable time by the OWNER or its agent or employee provided. OWNER has furnished reasonable advance written notice to CHARTERER or its intent to make such inspection.

Minimum operator requirements include but are not necessarily limited to the following: Current and valid US Coast Guard Master Captains License, minimum of 100 days experience on Lake Tahoe, minimum of 2 million dollars of boat / liability insurance that covers the boat, Boat Tahoe and the Tahoe Keys Marina. CHARTER'S selected Captain is subject to OWNER'S approval, in its sole discretion. CHARTERER is responsible for selecting and compensating the captain and crew, who shall be employees of the CHARTERER for the duration of the Charter. The captain and crew selected by the CHARTERER shall, at all times be under the total and exclusive control of the CHARTERER, and not the OWNER. CHARTERER may choose a captain and crew known to him/her who meets the qualifications of this paragraph or may choose from a list of qualified operators provide by OWNER. CHARTERER has the right to discharge, for cause, the Captain or any crew member during the term of the Charter as long as an additional pre-approved captain by OWNER is on boat to resume captain responsibilities.

CHARTERER expressly agrees that the operation of the said Vessel will be limited to the following areas and waters for insurance purposes: Lake Tahoe CA.

CHARTERER shall indemnify, defend and hold harmless OWNER, its officers, agents, and employees from and against any claims, damages, expenses or liabilities arising out of the performance of this Agreement or the use of the said Vessel including without limitation, claims, damages, expenses or liabilities for the loss of damage to any property, or from the death or injury to any person or persons in proportion to and to the extent such claims, damages, expenses or liabilities arising from the negligence or willful misconduct of CHARTERER, its officers, agents, employees, or guests. CHARTERER shall also indemnify, defend and hold harmless OWNER, its officers, agents and employees from and against any claims, damages, expenses or liabilities assessed or charged by the United States Coast Guard Department

of Natural Resources, or other governing agency, for CHARTERER's improper or negligent operation or use of the Vessel as contrary to a bareboat charter, whether the same is only alleged or proven to be true.

CHARTERER agrees not to transport MERCHANDISE FOR HIRE or CARRY PASSENGERS FOR HIRE, or engage in any trade, or in any way violate any laws of the United States or any other government within the jurisdiction of which the Vessel may be at any time during the charter. CHARTERER acknowledges that there is a maximum of 10 (TEN) passengers permitted on the Vessel and is prohibited from charging his/her passengers a fee or accepting other consideration as a condition of being a guest aboard the Vessel.

CHARTERER shall have no rights, power, or authority to create, incur, or permit to be imposed upon the Vessel any liens of encumbrances of any nature. A fully-executed copy of this Charter Agreement shall be carried aboard the Vessel with the ship's papers at all times during the term of the Charter. It shall be exhibited by CHARTERER to any person having business with the Vessel which might give rise to any lien. CHARTERER shall redeliver said Vessel free from any liens incurred as a result of the operation of the Vessel under this Charter Agreement, and shall indemnify and hold harmless OWNER or its agent against any lien not incurred by OWNER or covered by insurance arising out of the possession, use, or operation of said Vessel or by any persons aboard said Vessel by invitation of the CHARTERER. All fuel, food, and stores shall be paid for by the CHARTERER.

OWNER shall not be responsible for failure to deliver the Vessel at the commencement of the Charter if such failure is caused by reasons beyond the control of the OWNER or because of said Vessel having been lost or disabled. Should such delivery not be made, this Agreement may be canceled by OWNER or CHARTERER, and any deposits or amounts, therefore, paid on the charter hire shall be returned by OWNER to CHARTERER and OWNER or indirect or result in any special or consequential damages.

IN WITNESS of which, the parties hereto have hereunto set their hands and seals the day and the year writing below.

Required Information

Charter Date: _____

Time Of Charter: _____

Length Of Charter: _____

Chartere Name (Print): _____

Chartere DOB: _____

Chartere Driver's License #: _____

Chartere Driver's License State / Country: _____

Chartere Signature: _____

Owner: Boat Tahoe LLC

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