

## BOAT TAHOE BAREBOAT CHARTER AGREEMENT

This BAREBOAT (DEMISE) CHARTER AGREEMENT ("Agreement") is made as of the Rental Date identified in the "Required Information" section below, by and between BOAT TAHOE LLC ("OWNER") and the person(s) identified in the "Required Information" section below ("RENTER").

IN WITNESS of which:

OWNER agrees to charter the Vessel to RENTER on a bareboat (demise) basis, and RENTER agrees to hire the Vessel, subject to the terms and consideration set forth in this Agreement, for the charter period beginning at the Start Time and continuing for the Rental Duration, on the Rental Date, each as set forth in the "Required Information" section.

The Vessel shall be delivered to RENTER at Tahoe Keys Marina, California. OWNER warrants that, at delivery, the Vessel will be in seaworthy condition and in compliance with applicable laws and regulations relating to the Vessel's condition. Upon delivery, RENTER is responsible for conducting a pre-charter inspection to confirm the Vessel is suitable for RENTER's intended use, to familiarize RENTER and RENTER's captain/operator and guests with the Vessel, its equipment, and safety procedures, and to document any pre-existing damage or condition. The Vessel will be inspected upon return, and any damage or condition not documented on the pre-charter inspection shall be at RENTER's expense.

RENTER shall keep the Vessel in good order and condition during the charter period, reasonable wear and tear excepted. RENTER is responsible for the cost of repairs only to the extent damage or the need for repairs arises from the negligence, misuse, or willful misconduct of RENTER or RENTER's guests/invitees. OWNER shall, at its expense, make repairs necessary to keep the Vessel in seaworthy condition and in compliance with applicable laws and regulations, except to the extent such repairs are required due to the negligence, misuse, or willful misconduct of RENTER or RENTER's guests/invitees. The Vessel may be inspected by OWNER at reasonable times, provided OWNER gives RENTER reasonable advance notice and the inspection does not unreasonably interfere with the charter. In an emergency or where safety is at issue, OWNER may inspect without prior notice.

Minimum Operator Requirements. At a minimum, any operator/captain (whether selected from OWNER's referral list or otherwise) must: (i) hold a current, valid U.S. Coast Guard Master Captain's license; (ii) have at least 100 days of operating experience on Lake Tahoe; and (iii) maintain not less than \$2,000,000 in marine liability insurance, evidenced by a certificate of insurance, naming the Vessel, BOAT TAHOE LLC, and Tahoe Keys Marina as additional insureds (or as otherwise required by OWNER's insurer/lease).

Captain selection and control. RENTER is solely responsible for selecting, engaging, and compensating the captain/operator (and any crew). Any captain/operator is engaged by RENTER and is not an employee, agent, or representative of OWNER. The captain/operator shall be under the direction and control of RENTER during the charter period, and not OWNER. RENTER may retain any qualified captain/operator meeting the Minimum Operator Requirements, and may also (optionally) use OWNER's non-exclusive referral list of independent captains.

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

RENTER shall indemnify, defend, and hold harmless OWNER and its members, managers, officers, agents, and employees from and against any and all claims, demands, causes of action, damages, losses, liabilities, fines, penalties, costs, and expenses (including reasonable attorneys' fees) arising out of or related to (i) the charter, operation, or use of the Vessel during the charter period, or (ii) the acts or omissions of RENTER or RENTER's guests/invitees, except to the extent caused by the negligence or willful misconduct of OWNER.

Without limiting the foregoing, RENTER shall indemnify, defend, and hold harmless OWNER from and against any citations, assessments, fines, penalties, or other charges imposed by the U.S. Coast Guard or any other governmental authority arising out of RENTER's operation or use of the Vessel, including any operation inconsistent with a bareboat (demise) charter, to the extent caused by the acts or omissions of RENTER or RENTER's guests/invitees.

RENTER shall not transport merchandise for hire or carry passengers for hire, and shall not engage in any unlawful trade or activity, or otherwise violate any applicable federal, state, or local law or regulation while the Vessel is under charter.

RENTER acknowledges and agrees that the Vessel may carry no more than twelve (12) passengers, plus the charterer (RENTER), and that any captain/operator is hired by and paid by RENTER as crew and is not a passenger. RENTER shall not charge any guest/passenger any fee, require any payment, or accept any other consideration as a condition of being aboard the Vessel, and shall not operate the Vessel as a passenger-for-hire service. Any violation of this section is a material breach and grounds for immediate termination of the charter.

RENTER shall have no right, power, or authority to create, incur, or permit to be imposed upon the Vessel any lien or encumbrance of any kind.

A fully executed copy of this Agreement shall be kept aboard the Vessel with the Vessel documents at all times during the charter period and shall be shown by RENTER upon request to any person or entity whose dealings with the Vessel could give rise to a lien.

RENTER shall redeliver the Vessel free and clear of all liens and encumbrances arising out of RENTER's possession, use, or operation of the Vessel, and shall indemnify and hold harmless OWNER and its agents from any such lien or encumbrance not incurred by OWNER or covered by OWNER's insurance.

OWNER shall not be liable for any failure or delay in delivering the Vessel at the commencement of the charter period if caused by events beyond OWNER's reasonable control, or if the Vessel is lost, damaged, or disabled and, in OWNER's reasonable judgment, cannot be safely delivered.

If delivery is not made for any of the foregoing reasons, either party may cancel this Agreement by written notice. In such event, OWNER shall refund to RENTER all deposits and charter fees paid for the charter (less any non-refundable third-party charges, if applicable), and such refund shall be RENTER's sole and exclusive remedy. In no event shall OWNER be liable for any indirect, special, incidental, consequential, or punitive damages.

By signing below, RENTER acknowledges this agreement is a bareboat (demise) charter and not a passenger-carrying charter. RENTER assumes possession and control of the Vessel for the charter period and is responsible for the operation of the Vessel and the safety and conduct of all persons aboard.

RENTER must designate a qualified operator/captain prior to departure and provide required verification that the operator/captain meets the Minimum Operator Requirements stated in this Agreement (and any attached exhibits). OWNER does not employ, assign, dispatch, or control captains. If RENTER has not designated and verified a qualified operator/captain prior to departure, the Vessel will not depart.

At RENTER's request, OWNER may provide a non-exclusive referral list of independent captains (optional; not an endorsement) at [www.boat-tahoe.com/available-captains](http://www.boat-tahoe.com/available-captains). RENTER may hire any captain, whether or not listed, provided the captain meets the Minimum Operator Requirements in this Agreement. Any captain is engaged by RENTER and paid separately from the Vessel charter fee; OWNER does not collect captain fees, or direct the captain's operation of the Vessel.

RENTER: Please provide the name of your chosen captain/operator below.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date(s) set forth below.

**Required Information**

Rental Date: \_\_\_\_\_

Time Of Rental: \_\_\_\_\_

Length Of Rental: \_\_\_\_\_

Renters Name (Print): \_\_\_\_\_

Renters DOB: \_\_\_\_\_

Renters Driver's License #: \_\_\_\_\_

Renters Driver's License State / Country: \_\_\_\_\_

Renters Signature: \_\_\_\_\_

Owner: Boat Tahoe LLC

**END OF DOCUMENT**