

## **BAREBOAT CHARTER FACILITATION AGREEMENT**

You agree that by clicking “I Agree”, registering, accessing, or using our Services (described below), you are agreeing to enter into a legally binding contract with Cove Charters, LLC, (hereafter referred to as “Cove Charters, LLC”, “we”, “us”, or “our”). If you do not agree that this Bareboat Charter Facilitation Agreement (“Boat Owner Agreement”) form a contract with you, or should you not wish to agree to these Terms, do not click “I Agree” and do not access or otherwise use any of the Services. If you do not agree to these Terms, you have no right to obtain information from or otherwise continue using the Services. Failure to use the Services in accordance with these Terms may subject you to civil and / or criminal penalties. You agree to comply with and be legally bound by these Terms, whether or not you become a registered user of the Services. These Terms govern your access to and use of the Services and all Collective Content (defined below). These Terms constitute a binding legal agreement between you and Cove Charter.

### **BACKGROUND:**

1. Cove Charters, LLC is in the business of providing bareboat charters while utilizing online platforms and mobile applications (the “Platform”) to (i) connect subscribers who desire to bareboat charter vessels for personal, recreational use (“Charterers”) with Cove Charters, LLC, who desire to bareboat charter their personally-owned vessels to such Charterers pursuant to the terms and conditions of the “Bareboat Charter Agreement” attached hereto as Exhibit A; (ii) connect Charterers with USCG-licensed captains (“Captains”) available to Charterers to retain for such bareboat charters; (iii) facilitate all of the foregoing by, without limitation, processing payments and dispersing revenues (all of the foregoing is referred to collectively as the “Services”).
2. Owner is the owner of the vessel identified online in the BOATYARD (the “Yacht”).
3. Reference is made to: (a) those certain “Terms of Service” agreed to by Charterers and Owner regarding the terms and conditions of each of their use of the Services; (b) that certain “Release and Indemnification” of even date herewith made by Charterers and Owner in favor of Cove Charter.

### **TERMS AND CONDITIONS:**

For the reasons described above, in consideration of the mutual promises and covenants set forth in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Cove Charters, LLC and Cove Charters, LLC hereby agree as follows:

1. Owner agrees to make the Yacht available to Charterers on the terms and conditions herein. Cove Charters, LLC agrees to list the Yacht on online Platforms on the terms and conditions herein. The parties agree to the sales and revenue sharing terms as detailed online in the BOATYARD.
2. The initial term of this Agreement shall commence upon the Effective Date and continue until the last day of the month that is not less than six (6) months from the Effective Date. The initial term shall be extended by successive six-month renewal terms unless either party gives the other party not less than 30 days’ notice prior to the end of either the initial term or the then-current renewal term of such party’s intent not to renew. The initial term and each

subsequent renewal term, if applicable, is referred to herein as the "Term." The previous notwithstanding, either party may terminate this Agreement at any time for any reason or no reason at its sole discretion upon 30 days' notice.

b. Owner will charter the Yacht directly to the Charterer pursuant to the terms and conditions of the Bareboat Charter Agreement. Cove Charters, LLC is not a party to the Bareboat Charter Agreement and, without limiting the generality of any other Cove Charter disclaimer, Cove Charters, LLC expressly disclaims any and all liability arising out of or in connection with any Bareboat Charter Agreement.

c. Owner's receipt of Services involves known and unknown risks associated with maritime activities. Owner hereby agree to fully accept and assume all such risks and all responsibility for losses, costs and damages Owner incurs as a result of the Owner's receipt of the Services.

#### 5. Owner Obligations.

a. During the Term, Owner agrees to make the Yacht available to Charterers on the Platform. Owner is free to make the Yacht unavailable for any reason on any day ("Blackout Dates"); provided however, Owner agrees to provide Cove Charter with not less than 30 days' notice of any and all Blackout Dates. Owner will make reasonable efforts to limit Blackout Dates to 7 per 30 days.

b. In accordance with Section 3 above, insure the Yacht at all times during the Term with a commercial/charter policy that names Cove Charter as an additional loss payee.

#### 6. Cove Charter Facilitation Services.

a. Cove Charter agrees to place the Yacht on the Platform in a format and presentation in its sole discretion.

b. Cove Charter will take pictures, as needed, of the Yacht at its expense and publish such images on the Platform; Owner hereby grants Cove Charter full legal title to all such images to use at its sole discretion and Owner waives any and all claims arising out of or in connection with Cove Charter's use of the images.

c. Cove Charter will charge the charters card. Cove Charter will collect all fees and will remit 85% of the hourly rate fees collected within 7 business days to the Owner.

#### 7. Owner Representations and Warranties.

a. Owner is the sole and exclusive owner of the Yacht or has the authority to make decisions on behalf of the yacht owner(s).

b. The Yacht is seaworthy with no known defects that might affect the safe carriage of passengers, is properly licensed to Owner, and there have been no material changes to the condition of the Yacht since the most recent conducted survey.

c. Owner agrees to allow Cove Charter to prepare the yacht prior to and following all charters.

d. Owner agrees to allow Cove Charter 1 hour maximum pickup and drop-off time for customers wishing to board the Yacht at a location other than its home port, dock or marina. Charterer pays for all fuel as part of delivery fee as well.

e. Owner will provide, either on board the vessel or onsite at the Yacht's home port, dock or marina, proper cleaning supplies for the Captain to provide post-charter cleanup as described below.

#### 8. Cove Charter Representations and Warranties

a. All Captains connected to Charterers on the Platform will be licensed by the USCG and rated for operation of the Yacht.

b. Unless the Vessel has a qualifying certificate of inspection, Charters will not exceed 12 passengers + Charterer + Captain + Crew.

9. The Terms of Service and Background above are hereby incorporated herein by reference.

## EXHIBIT A

### BAREBOAT CHARTER AGREEMENT (EXAMPLE ONLY)

This BAREBOAT CHARTER AGREEMENT, made as of [insert date] by [insert name], individually

("CHARTERER") in favor of the "Owner" of the "Vessel" ([insert description of vessel], documentation # ),

1. Owner has agreed, pursuant to those Terms of Use to let and demise bareboat and the Charterer hereby agrees to hire on a bareboat basis upon the terms and conditions and for the consideration hereinafter set forth, as well as the Terms of Use which are incorporated herein by reference, the said Vessel for a period commencing at \_\_\_\_\_ o'clock 20\_\_ and ending at \_\_\_\_\_ o'clock on \_\_\_\_\_ 20\_\_.
2. Charterer acknowledges that Owner has warranted that the Vessel is in good seaworthy condition and complies with all applicable laws and regulations pertaining to the condition of the Vessel.
3. Charterer takes complete possession of the vessel, operating it as if it were their own: (i) The Charterer becomes the owner for most legal purposes, such as the vessel's seaworthiness; (ii) Charterer assumes total liability for the vessel's operation; (iii) Charterer has provided a qualified captain/crew; (iv) Charterer is responsible for pollution cleanup, and any other liability normally flowing to a vessel owner; (v) Charterer shall be solely responsible for loss, detention, or damage to vessel during the term of charter, or resulting therefrom, whether such loss, detention or damage be latent or patent defects of condition(s); and (vi) Charterer has complete control over the captain and the crew, except as to the safe navigation and safety of the vessel.
4. Charterer warrants that the skipper hired by Charterer will be a qualified and competent person who shall be responsible for the safe navigation of the Vessel.
5. Charterer agrees to secure and keep in force during the entire term of this Charter, a standard marine insurance policy including hull coverage, to full value, and protection and indemnity coverage in such form, with such carrier or carriers so as to protect Owner against any and all liability incident to the operation of the Vessel.
6. Charterer agrees that the Vessel shall be employed exclusively as a pleasure vessel for the sole and proper use of itself and guests during the term of this Charter. Charterer further 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 of any other government within the jurisdiction of which the Vessel may be at any time during the Charter.
7. No Smoking or Cannabis: The Charterer agrees that no smoking or use of cannabis in any form will be permitted on the boat at any time during the duration of the charter. This includes, but is not limited to, the smoking of tobacco or any other substances, as well as the use of electronic smoking devices and cannabis products. Failure to comply with this provision will result in immediate termination of the charter without refund and may incur additional cleaning and damage fees.

8.No Overnight Stay: The Charterer acknowledges and agrees that the charter does not include the provision for overnight stays on the boat. The boat must be vacated by all parties by the designated time as stated in the charter agreement. Any unauthorized overnight stays will be considered a breach of the contract and may lead to penalties or additional charges as specified in the charter terms.

9. Waiver of Liability: The Charterer/Captain/Boat Owner (appropriate term to be used depending on the party to the agreement) agrees to waive any and all claims or lawsuits against Cove Charters LLC for injuries, damages, or losses that may arise from the chartering of the boat. It is understood that Cove Charters LLC acts solely as a facilitator connecting Charterers with Captains and Boat Owners, and is not responsible for the actions or conduct of any parties during the charter.

IN WITNESS WHEREOF, the Charterer has executed this Bareboat Charter Agreement as of the day and year first above written.

CHARTERER:

\_\_\_\_\_, individually

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