

## CHARTER AGREEMENT

This Agreement dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and among **Lexington Charter Boat LLC**, a Michigan limited liability company (the "Company") whose address is **34525 Glendale Street Livonia, Michigan 48150** and \_\_\_\_\_, whose address is \_\_\_\_\_ (the "Charter Party").

### RECITAL

The Charter Party desires to charter the **Marilou II** (the "Vessel") from the Company in accordance with the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and the covenants and agreements hereinafter contained, it is agreed as follows:

1. Date and Time. The Vessel will be chartered on \_\_\_\_\_, 20\_\_\_\_, from \_\_\_\_\_ to \_\_\_\_\_ (the "Charter").

2. Cancellations.

A. The Charter Party may cancel the Charter by mail, email or telephone no later than seventy two hours (72) prior to the Charter. A full refund of the Deposit (as described below) shall only be permitted under the aforementioned condition.

B. Cancellations caused by inclement weather, rough water, storm warnings, mechanical defects, or any other condition beyond the control of the Company shall be rebooked on a future date agreeable to the Charter Party and the Company. The Company and the Captain has the final decision regarding sailing the Vessel.

C. The Company may cancel the Charter without refunding the Deposit for any of the following reasons:

(1) The Charter Party or any of his/her members are intoxicated, under the influence of drugs, or act in an unruly manner.

(2) The Charter Party or any of his/her members pose a threat to the safe operation of the Vessel or obstruct the Company's Captain or crew from their normal duties.

3. Charter Fee. The Charter Party shall pay the Company a fee for the Charter in an amount equal to \_\_\_\_\_ Dollars (\$) (the "Charter Fee"), payable as follows:

A. A minimum deposit in the amount equal to One Hundred Dollars (\$100.00) at the time the Charter Party reserves the date of the Charter. Deposits must be received with signed charter agreement with in 7 days of departure date to reserve your charter date, and

B. The remaining balance of the Charter Fee paid on the date of the Charter.

4. Responsibilities of Charter Party. The Charter Party and his/her members shall be subject to the following responsibilities:

A. All passengers must check in with the Company representative and have signed a "Waiver and Release" 15 minutes prior to the reserved boarding time.

B. There shall be no smoking on board the Vessel.

C. All members of the Charter Party should wear soft-soled shoes while on board the Vessel (sneakers or boat shoes preferred). No boots or high-heeled shoes shall be permitted on the Vessel.

D. All beverages must be served in plastic containers in order to prevent broken glass on the deck of the Vessel.

E. Although alcoholic beverages are discouraged, in the event the Charter Party and/or his or her members elect to bring alcoholic beverages on board the Vessel, they must:

(1) Drink responsibly; and

(2) Serve all drinks in plastic containers.

F. Federal law prohibits possession of any illegal drugs on board the Vessel. The Company has "ZERO TOLERANCE" for illegal drugs, regardless of the quantity being carried on board the Vessel. All illegal drugs shall be reported to the US Coast Guard and/or the US Customs Service.

5. Waiver and Release. The Charter Party and each of his/her members shall be required to sign the attached Waiver and Release prior to boarding the Vessel. In the event an individual is under the age of eighteen (18), such Waiver and Release must be signed by his/her legal guardian.

6. Assignment. Neither party can assign this Agreement nor its rights and duties hereunder, nor any interest herein, without prior written consent from the other.

7. Entire Agreement. This Agreement contains all the covenants, promises, agreements, conditions, representations and understandings between the parties hereto, and supersedes any prior agreements between the parties hereto, with respect to the subject matter hereof. This Agreement is not intended to confer upon any person other than the parties hereto any rights or remedies hereunder. There are no covenants, promises, agreements, conditions, representations or understandings, either oral or written, between the parties hereto, other than those set forth herein or provided for herein, with respect to the subject matter hereof.

8. Amendment. This Agreement shall not be changed orally, but only by an agreement in writing, signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought.

9. Governing Law. This Agreement shall be interpreted and enforced under the laws of the State of Michigan. The parties irrevocably consent to the jurisdiction of the courts of Michigan to determine all issues which may arise under this Agreement

10. Severability. Should any covenant, condition, term or provision of this Agreement be deemed to be illegal, or if the application thereof to any person or in any circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such covenant, condition, term or provision to persons or in circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby; and each covenant, condition, term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

11. Agreement Binding. This Agreement shall inure to the benefit of, and be binding on, the named parties and their respective successors and permitted assigns, but not any other person.

**COMPANY**  
**Lexington Charter Boat LLC, a**  
Michigan limited liability company

By: \_\_\_\_\_  
Captain Sheldon J. Nueman  
Its: Manager

**CHARTER PARTY**

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**Fax to: 734-246-9268, M-F 8am-5pm or**  
**Email to: [info@lexingtoncharterboat.com](mailto:info@lexingtoncharterboat.com)**