AUKE BAY ADVENTURES LLC YACHT CHARTER AGREEMENT

(Effective: November 1, 2026)

(PLEASE PRINT)

Charterer/ Skipper Name_____ Invoice #_____

1. This agreement is between the Charterer named above (the party renting the vessel as a "bareboat" and the Yacht owner through its manager, Auke Bay Adventures LLC, a private management company, hereinafter referred to as "Auke Bay Adventures". The Charterer and the Yacht Owner through its manager, "Auke Bay Adventures", hereby enter into this agreement subject to terms and conditions herein and in connection with use of the Yacht (_____) as detailed in the invoice # referenced above.

   Auke Bay Adventures shall deliver the yacht to charterer, clean, seaworthy, and all critical systems in good running order. Auke Bay Adventures reserves the right to substitute a comparable yacht should the specified yacht not be available due to reasons beyond Auke Bay Adventures control. Auke Bay Adventures guarantees that if a breakdown of essential equipment occurs during the charter, we will complete a repair within 12 working hours of notification or you will be provided compensation motoring time for any time exceeding 12 hours. To be covered under this guarantee the yacht must be within a twenty mile radius of Auke Bay harbor. Auke Bay Adventures is the authorized agent for the owner of the yacht. Essential equipment is considered engine, transmission, battery and alternator.

2. Charter may board the yacht at 3 pm on the day prior to the first day of charter. Charterer shall inspect the yacht upon delivery and locate each item listed on the yacht's inventory sheet. Charterer shall sign the inventory sheet stating that all items are onboard. Unless initialed and stated by Auke Bay Adventures as not being on board. Charterers signature on inventory sheet shall constitute acceptance of the yacht and a full performance by Auke Bay Adventures and the yachts owner.

3. Charterer agrees to be fully responsible for all furnished equipment aboard the yacht. Charterer Agrees to pay Auke Bay Adventures the amount necessary to replace lost or damaged equipment in accordance with policies described in the reservation terms & conditions.

4. Charterer accepts full and complete responsibility for the safety and care of the yacht, crew and passengers, the use, misuse, loss or damage of the yacht is the sole responsibility of the charterer until the yacht has been returned to Auke Bay Adventures. This also includes, but is not limited to, leaving the yacht in a clean and tidy condition. Excessive dirt and debris left on board will not be tolerated. In the event a charterer has left a yacht with excessive dirt/debris on board, an additional cleaning fee of $200.00 will be levied and charged against the deposit.

5. Charterer must return the yacht to its berth, have all gear removed, boat cleaned and be available for inspection no later than 12:00 pm on the final day of the charter. If the charter is not returned and available before this time, the charterer agrees to pay for each hour that the

return is delayed on a prorate basis of the applicable prime daily rate plus any loss sustained by Auke Bay Adventures, as a result of not being able to meet other charter requirements. The charterer is responsible for allowing sufficient time to allow for unforeseen contingencies to permit for timely return. Charterers are responsible for refueling the yacht prior to return.

6. The chartered yacht is insured by the yachts owner and is subject to a deductible. The charters liability for loss of or damage to the vessel or its equipment will be limited to the insurance deductible amount should charterer not waive the daily damage fee, except for loss or damage to the yacht or any yacht involved in an accident with the yacht and its equipment that results from the negligence or willful misuse by charterer, charterers family guests and agents, for which charterer may be solely liable for the entire loss. Determination of negligence or willful misuse are made at the sole discretion of Auke Bay Adventures. Additionally, the Daily damage fee will not cover any damage resulting from non-compliance with policies described in Notes from the Charter Master, which the charterer must read and understand thoroughly prior to departing the marina.

7. If Auke Bay Adventures has to cancel part of or the entire charter and not deliver the vessel due to severe weather before the commencement date, the client can take a credit for future dates or a refund of monies paid for the time missed. This does NOT apply to sailing days missed or days spent in port or moored once the charter has commenced due to severe or inclement weather. Auke Bay Adventures reserves the right to recall the vessel upon the forecast or occurrence of severe weather. Auke Bay Adventures may extend the charter trip subject to availability. If charterer elects to prematurely end the charter, the charter is deemed cancelled and the cancelation policy will be followed.

8. Charterer certifies that he /she is competent to operate a yacht of similar size and make, having sufficient knowledge of seamanship, piloting and rules of the road unless a qualified captain has been hired from Auke Bay Adventures for the term of charter. Charterer shall not designate his/her duties to any person not similarly qualified.

9. Auke Bay Adventures may refuse to allow the departure of the vessel if Auke Bay Adventures should deem the charterer is not competent to operate the yacht. Auke Bay shall be held harmless to the extent that any information provided to Auke Bay Adventures regarding Charterers ability to safely operate the yacht is inaccurate or misleading.

10. The charterer agrees that the yacht shall be employed exclusively as a pleasure vessel for the sole proper use of the charterer, charterers family and guests, and shall not transport merchandise or carry passengers for pay, or race or engage in any trade
    Nor in any way violate the laws of the United States or of any government within the jurisdiction of which the yacht may be at any time and shall comply with the law in all other respects. The charterer agrees not to sub-charter the yacht without written consent of the owner and Auke Bay Adventures. Charterer agrees to operate the yacht in conformance with the following rules. Charter shall:

- Operate the yacht in daylight within 150 nautical miles radius of Auke Bay, Alaska, unless other arrangements have been made in writing with Auke Bay Adventures.
- Charterer shall keep the yacht and its contents free of any illegal drugs or other controlled substances at all times.
- Charterer shall not allow any other person to operate the yacht while maneuvering with in a marina or docking the yacht.

11. Payment. A booking deposit of 50% of the total invoice is due at booking. The remaining balance is due within 60 days of the charter date.

12. Should either party to this agreement violate any provisions of this agreement or in any proceedings to enforce the terms of this agreement, the prevailing party shall be entitled to recover from the other all legal fees and costs that may be incurred, including any fees and costs associated with court ordered mediation and arbitration, or appellate proceedings.

13. This agreement shall be construed and interpreted in accordance with the laws of the state of Alaska with the exception of any admiralty or maritime claims which shall be construed under the maritime, admiralty laws of the United States. The venue for any proceedings hereunder shall lie in Juneau Borough, Juneau Alaska.

14. Cancellations policy (revised November 1, 2026); charters are deemed non-refundable with the following exceptions, charters cancelled within 24 hours of receipt of the signed and dated charter agreement and accompanied by the required 50% deposit are entitled to a return of 50% of the total invoice (excluding the damage deposit). Charters cancelled beyond the 24 hour period are deemed non-refundable (excluding the damage deposit).

Charterer shall indemnify and hold Auke Bay Adventures LLC, its insures, affiliates and employees harmless for any death, loss or injury arising from charterer's and the crew's use of the yacht, its equipment or dinghy, or activities including but not limited to swimming and hiking.

Charter states that he/she has read and understands the provisions of this agreement and understands that this instrument remains an offer until approved by Auke Bay Adventures LLC.

Charterers Signature Date

Approved by Auke Bay Adventures LLC. Date

stvbrknbn@yahoo.com

(907) 723-1042