



BAREBOAT CHARTER AGREEMENT

1. PARTIES

This Agreement is entered into by and between 208 Charters LLC (“Owner”) and the undersigned Charterer.

2. VESSEL DETAILS

Vessel Name: TYDE UP
Type: 1988 Sea Ray 390 Express Cruiser
Location: 31st Street Harbor – Chicago, IL
Maximum Capacity: 12 passengers

3. CHARTER PERIOD

Charter Date: _____
Start Time: _____
End Time: _____

The charter begins at the agreed-upon start time, which is when the vessel will depart from the dock under the direction of the independently selected captain – not when the vessel reaches any destination.

The vessel will return to the harbor at the agreed-upon end time, not depart from the destination at that time.

4. NATURE OF AGREEMENT (BAREBOAT CHARTER)

This Agreement constitutes a bareboat charter under United States maritime law. Charterer assumes full possession, command, and control of the vessel during the charter period. Owner does not provide a captain, crew, or operational services.

5. CAPTAIN REQUIREMENT

Charterer is required to hire a U.S. Coast Guard-licensed captain.

- The captain must be selected and paid directly by Charterer
- Owner may provide a list of independent captains for convenience only
- Charterer is not required to select from Owner’s list
- Any captain is not an employee or agent of Owner
- Captain fees and availability are separate from this Agreement

6. ADDITIONAL TIME REQUESTS

Any request to extend the charter after departure from the dock is subject to availability and will be billed at a rate of \$500 per hour.

7. FUEL

Fuel is included in the charter.

8. CLEANING POLICY

Standard cleaning is included.

Excessive mess, including vomiting, will result in additional cleaning charges, which may be substantial and will be assessed at the sole discretion of Owner. Charterer agrees to be responsible for all such charges.

9. CHARTER RULES

- BYOB permitted (no excessive intoxication)
- No smoking of any kind
- Shoes must be removed onboard
- Tie-ups permitted
- Electric hookah only
- Decorations permitted (no damage allowed)
- Music permitted

10. PROHIBITED CONDUCT

- Illegal substances
- Smoking
- Fighting or disruptive behavior

Violation may result in immediate termination without refund.

11. NO REFUNDS FOR EARLY RETURN

Any voluntary, emergency, or impromptu return to the harbor before the scheduled end time shall not qualify for a refund, credit, or reduction in charter cost.

12. CHARTERER RESPONSIBILITY

Charterer is responsible for all guests onboard, compliance with laws and safety rules, and any damages or incidents occurring during the charter.

13. LIABILITY & INDEMNIFICATION

Charterer assumes all risks associated with use of the vessel and agrees to indemnify and hold harmless Owner from any claims, damages, or liabilities arising from the charter.

14. ASSUMPTION OF RISK

Charterer acknowledges that boating involves inherent risks, including injury, drowning, and weather-related hazards.

15. WEATHER POLICY

Charters may be delayed or rescheduled due to unsafe weather conditions at the discretion of the captain.

16. GOVERNING LAW

This Agreement shall be governed by United States maritime law and applicable Illinois law.

17. ENTIRE AGREEMENT

This document represents the full agreement between the parties.

18. SIGNATURES

Charterer Name: _____

Signature: _____

Date: _____

Owner Representative (208 Charters LLC): _____

Signature: _____

Date: _____

