

FOLLAND MARINE HOLDINGS LLC

CAPTAINED CHARTER AGREEMENT

TERMS AND CONDITIONS

This Captained Charter Agreement ("Agreement") governs each captained charter of the Vessel identified below and is incorporated into the Charter Summary executed for the particular charter.

ARTICLE 1

PARTIES AND CHARTER DOCUMENTS

1.1 Owner

Folland Marine Holdings LLC, a Florida limited liability company ("Owner").

1.2 Charterer

The individual identified as Charterer in the Charter Summary represents that he or she is at least eighteen (18) years of age, is legally competent to enter this Agreement, and has authority to bind himself or herself to the obligations stated herein. Charterer is responsible for communicating applicable charter rules and safety requirements to all passengers in Charterer's party.

1.3 Charter Documents

The Charter Summary, this Agreement, the Passenger Manifest, and each Passenger Waiver and Release executed in connection with the charter are collectively the "Charter Documents." In the event of a direct conflict, the Charter Summary controls as to the specific business terms of that charter, and this Agreement controls as to general terms and conditions.

1.4 Entire Agreement

The Charter Documents constitute the complete agreement between Owner and Charterer concerning the charter. No oral statement, representation, promise, or prior agreement modifies the Charter Documents unless set forth in a written amendment signed by Owner and Charterer.

ARTICLE 2

NATURE AND PURPOSE OF CAPTAINED CHARTER

2.1 Captained Passenger-for-Hire Service

Owner agrees to make the Vessel available for a captained recreational charter during the Charter Period. The Vessel will be operated by a properly credentialed U.S. Coast Guard licensed captain designated or engaged by Owner ("Captain"). This Agreement is not intended to constitute a bareboat or demise charter, and possession, command, and operational control of the Vessel are not transferred to Charterer.

2.2 Captain's Authority

The Captain has final authority over navigation, seamanship, docking, anchoring, weather-related decisions, passenger placement, safety procedures, and the safe operation of the Vessel. Charterer and all passengers shall comply promptly with the Captain's lawful instructions concerning safety and operation.

2.3 No Right to Operate Vessel

Neither Charterer nor any passenger may operate, navigate, dock, maneuver, or otherwise control the Vessel unless expressly authorized by the Captain and permitted by applicable law and Owner's insurance. Nothing in this Agreement obligates the Captain to permit any passenger to operate the Vessel.

2.4 Applicable Law

The charter shall be conducted in accordance with applicable federal maritime law, U.S. Coast Guard requirements, and applicable Florida and local law.

ARTICLE 3 DEFINITIONS

Approved Cruising Area means the geographic area within a thirty-five (35) mile radius of Cocohatchee River Park Marina, 13535 Vanderbilt Drive, Naples, Florida 34110, unless a different area is stated in the Charter Summary or approved in writing by Owner and Captain. Notwithstanding the foregoing, the Approved Cruising Area shall not extend for more than one mile off shore.

Captain means the U.S. Coast Guard licensed captain operating the Vessel for the charter.

Charter Fee means the amount stated in the Charter Summary for the captained charter service.

Charter Period means the scheduled period stated in the Charter Summary, as modified by these Terms and Conditions.

Passenger means each person carried aboard the Vessel other than the Captain and bona fide crew, if any.

Vessel means the vessel described in Article 4 together with its engines, electronics, equipment, safety gear, accessories, and appurtenances.

ARTICLE 4 DESCRIPTION OF VESSEL

Manufacturer: Sea Ray

Model: SLX 310 Outboard

Model Year: 2023

Hull Identification Number: SERV137OH223

Florida Registration Number: FL 0354 TK

Home Port: Naples, Florida

Owner intends to deliver the Vessel in clean and serviceable condition with equipment required for the contemplated operation. Owner may substitute a reasonably comparable vessel only with Charterer's consent, except where substitution is necessary for safety or mechanical reasons and Charterer elects to accept the substitute rather than cancel under Article 12.

ARTICLE 5 CHARTER SERVICE AND PASSENGER LIMIT

5.1 Service Provided

Subject to the Charter Documents, Owner will provide the Vessel and Captain for the Charter Period. The charter is a recreational captained excursion and does not convey ownership, possession, or a leasehold interest in the Vessel to Charterer.

5.2 Six-Passenger Maximum

No more than six (6) passengers for hire may be carried on any charter under this Agreement. The Captain and bona fide crew are not counted as passengers for purposes of the six-passenger limit to the extent provided by applicable law. Owner or Captain may reduce the permitted number of passengers when reasonably necessary because of weather, loading, safety, legal requirements, or insurance restrictions.

5.3 Manifest

Every passenger must be listed on the Passenger Manifest before departure. No unlisted passenger may board for the charter without Owner's or Captain's approval and an updated Manifest.

ARTICLE 6

CHARTER PERIOD, BOARDING, AND REDELIVERY

6.1 Charter Period

The Charter Period begins and ends at the times stated in the Charter Summary. Time used for required safety briefings, passenger boarding, and passenger disembarkation is part of the Charter Period unless otherwise stated in the Charter Summary.

6.2 Boarding and Disembarkation

Passengers may board and disembark only at a dock or other location expressly approved by Owner and Captain. No passenger may enter the water, swim from the Vessel, use the Vessel for sandbar or beach access, or otherwise leave the Vessel into the water during the charter. Anchoring is permitted when the Captain determines it is safe, but passengers must remain aboard the Vessel.

6.3 Late Arrival

Charterer's late arrival does not automatically extend the Charter Period. Owner and Captain may extend the charter if scheduling, daylight, weather, and operational considerations permit, but are not required to do so.

6.4 Overtime

Any extension beyond the scheduled Charter Period must be approved by Owner and Captain and may be charged at a reasonable prorated rate.

ARTICLE 7

CAPTAIN, SAFETY, AND OPERATIONAL AUTHORITY

7.1 Captain Provided by Owner

Owner will designate or engage a Captain who holds the credential required for the contemplated operation. Owner may substitute another qualified Captain when reasonably necessary.

7.2 Final Safety Authority

The Captain may refuse departure, alter the route or itinerary, reduce speed, seek shelter, return to port, require a passenger to remain seated or wear a personal flotation device, or terminate the charter whenever the Captain reasonably determines that safety, weather, vessel condition, passenger conduct, law, or prudent seamanship so requires.

7.3 Passenger Compliance

Charterer shall ensure that all passengers comply with the Captain's safety instructions. Failure or refusal to comply may result in immediate termination of the charter without refund to the extent permitted by law.

7.4 No Guaranteed Itinerary

Any proposed route, destination, wildlife sighting, sunset view, anchorage, or other itinerary element is a goal rather than a guarantee. The Captain may modify the itinerary based on conditions and safety considerations.

ARTICLE 8

CHARTERER AND PASSENGER RESPONSIBILITIES

8.1 Conduct

Charterer and passengers shall conduct themselves in a safe and lawful manner and shall not interfere with the Captain's operation of the Vessel.

8.2 Alcohol

Passengers of lawful drinking age may bring and consume alcoholic beverages subject to Owner's rules and the Captain's safety authority. Red wine is prohibited. Owner does not furnish alcoholic beverages. The Captain may limit or prohibit alcohol consumption when reasonably necessary for safety and may terminate the charter because of intoxication, disorderly conduct, or unsafe behavior.

8.3 Illegal Drugs and Smoking

Illegal drugs and unlawful controlled substances are prohibited. Smoking and vaping are prohibited aboard the Vessel unless Owner expressly authorizes a designated area in writing.

8.4 Food and Beverages

Owner may offer food, nonalcoholic beverages, or other amenities for an additional charge. Unless expressly identified as included, such items are not complimentary.

8.5 Personal Property

Passengers are responsible for their personal property. Owner is not responsible for loss of or damage to phones, cameras, jewelry, clothing, luggage, or other personal property except to the extent liability cannot lawfully be disclaimed.

8.6 Children and Personal Flotation Devices

A parent or responsible adult must supervise each minor passenger. Passengers shall wear personal flotation devices whenever required by law or directed by the Captain.

8.7 Pets

Pets are permitted only with Owner's prior approval and subject to any conditions imposed by Owner or Captain.

ARTICLE 9 PROHIBITED ACTIVITIES

Unless specifically authorized in writing by Owner and permitted by the Captain, Charterer and passengers shall not:

- Enter the water, swim from the Vessel, or use the Vessel for beach, sandbar, or in-water access;
- Operate or attempt to operate the Vessel;
- Dive or jump from the Vessel;
- Tow or be towed on any recreational device;
- Bring red wine, illegal drugs, firearms, hazardous materials, or unlawful contraband aboard;
- Smoke or vape aboard the Vessel;
- Tamper with safety equipment, electronics, engines, controls, or other Vessel systems;
- Engage in reckless, threatening, abusive, destructive, or unlawful conduct;
- Exceed the passenger limit or bring aboard an unmanifested passenger;
- Direct the Captain to operate outside the Approved Cruising Area or in violation of law or safe seamanship.

ARTICLE 10 CHARTER FEE, SECURITY DEPOSIT, AND PAYMENT

10.1 Charter Fee

Charterer shall pay the Charter Fee stated in the Charter Summary. Applicable taxes, booking-platform charges, gratuities, food and beverage charges, fuel charges if separately stated, and other specifically disclosed charges are additional unless expressly included in the advertised or quoted price.

10.2 Security Deposit

Owner may require the Security Deposit stated in the Charter Summary. The Security Deposit secures Charterer's obligations and is not a limitation of liability.

10.3 Authorized Deductions

Owner may deduct amounts reasonably necessary to cover damage to the Vessel or equipment caused by Charterer or passengers, missing property, extraordinary cleaning, prohibited-item remediation, late charges,

dockage or towing caused by passenger conduct, fines attributable to Charterer or passengers, and other unpaid amounts due under the Charter Documents.

10.4 Additional Liability

If the Security Deposit is insufficient, Charterer remains responsible for additional amounts properly due under this Agreement.

10.5 Payment Methods and Chargebacks

Owner may accept payment through approved booking platforms, credit or debit card, Venmo, Zelle, ACH, cashier's check, or other approved methods. An improper chargeback or payment reversal does not extinguish Charterer's contractual obligations.

ARTICLE 11 CANCELLATION, WEATHER, AND NO-SHOWS

11.1 Charterer Cancellation

The cancellation and refund policy stated in the Charter Summary or applicable booking platform governs Charterer-initiated cancellations. If no separate policy is stated, deposits and Charter Fees are refundable only to the extent expressly agreed by Owner in writing.

11.2 Weather and Safety Cancellation

Owner or Captain may delay, reschedule, relocate, shorten, or cancel a charter when weather, sea state, lightning, visibility, mechanical condition, governmental restriction, or another safety concern makes the scheduled operation unsafe or imprudent.

11.3 Owner/Captain Cancellation Before Departure

If Owner or Captain cancels before departure for a safety, weather, or mechanical reason not caused by Charterer or passengers, Owner may offer a mutually agreeable rescheduled charter or refund the amounts paid to Owner for the unperformed charter. Charterer's remedy is limited to the extent permitted by law to rescheduling or refund of amounts paid to Owner, and Owner is not responsible for consequential travel or lodging expenses.

11.4 Early Termination After Departure

If the charter is shortened after departure because of developing weather, mechanical failure, or another circumstance not caused by Charterer or passengers, Owner will determine in good faith whether a prorated refund, credit, or rescheduling is appropriate based on the circumstances. Nothing in this section limits rights that cannot lawfully be waived.

11.5 Passenger-Caused Termination

No refund is due for delay, shortening, or termination caused by Charterer's or a passenger's intoxication, misconduct, refusal to follow safety instructions, prohibited activity, or other material breach of the Charter Documents.

11.6 No-Show

Failure to appear and be ready to board within the time permitted by the applicable cancellation policy may be treated as a no-show and may result in forfeiture of the Charter Fee to the extent permitted by law.

ARTICLE 12 CASUALTY, BREAKDOWN, AND EMERGENCY PROCEDURES

12.1 Safety First

Protection of human life takes priority over property and itinerary considerations.

12.2 Emergency Authority

The Captain may contact the U.S. Coast Guard, law enforcement, emergency medical services, towing services, or other responders whenever reasonably necessary.

12.3 Mechanical Failure

Mechanical or equipment failure may occur despite reasonable maintenance. The Captain determines whether continued operation is safe. Owner's refund or rescheduling obligations for a mechanical cancellation are governed by Article 11.

12.4 Medical Emergencies

Charterer understands that emergency medical care may not be immediately available on the water. The Captain may divert or terminate the charter to obtain medical assistance whenever reasonably appropriate.

ARTICLE 13 DAMAGE TO VESSEL AND PROPERTY

13.1 Passenger-Caused Damage

Charterer is responsible, to the extent permitted by law, for physical damage to the Vessel and its equipment caused by the intentional, reckless, or negligent acts or omissions of Charterer or Charterer's passengers, excluding ordinary wear and tear and damage attributable to Owner, Captain, crew, latent defect, or causes for which Charterer is not legally responsible.

13.2 Immediate Reporting

Charterer shall promptly report any injury, spill, breakage, loss, or damage known to Charterer or a passenger.

13.3 Cleaning

Extraordinary cleaning resulting from vomiting, staining, prohibited substances, excessive trash, pet damage, or similar conditions may be charged against the Security Deposit or otherwise billed to Charterer if disclosed and reasonable.

ARTICLE 14 INSURANCE AND ALLOCATION OF RISK

14.1 Owner Insurance

Owner intends to maintain insurance applicable to Owner's charter operations. The existence of insurance does not create coverage for Charterer or any passenger beyond the terms of the applicable policy, and this Agreement does not expand or alter any insurer's obligations.

14.2 Passenger Insurance

Charterer and passengers are responsible for their own health, travel, personal property, and other insurance as they deem appropriate.

14.3 No Waiver of Nonwaivable Rights

Nothing in the Charter Documents waives or limits any right, remedy, duty, or liability that applicable law prohibits the parties from waiving or limiting.

ARTICLE 15 ASSUMPTION OF INHERENT RISKS; RELEASE; LIMITATION

15.1 Inherent Risks

Charterer acknowledges that recreational boating involves inherent risks, including slips and falls, boarding and disembarkation injuries, sudden vessel movement, wakes, changing weather and sea conditions, seasickness, collision, grounding, fire, mechanical failure, drowning, propeller injury, actions of other boaters, and delays in emergency response.

15.2 Assumption of Risk

To the fullest extent permitted by applicable law, Charterer knowingly assumes the ordinary and inherent risks of participating in the charter that are not caused by legally actionable conduct of Owner or persons for whom Owner is legally responsible.

15.3 Limitation of Damages

To the fullest extent permitted by applicable law, Owner shall not be liable for indirect, incidental, special, exemplary, punitive, or consequential damages arising from cancellation, delay, itinerary change, loss of use, or loss of personal property. Nothing in this Agreement limits liability where limitation is prohibited by law.

ARTICLE 16 INDEMNIFICATION

To the fullest extent permitted by applicable law, Charterer shall indemnify and hold harmless Owner and its members, managers, officers, employees, and agents from third-party claims, losses, liabilities, and reasonable costs, including attorneys' fees, to the extent arising from Charterer's or Charterer's passengers' intentional misconduct, negligence, violation of law, prohibited activity, or material breach of the Charter Documents. This provision does not require Charterer to indemnify a protected party for that party's own negligence or other conduct to the extent such indemnification is prohibited or unenforceable under applicable law. This Article survives termination of the Agreement.

ARTICLE 17 DEFAULT AND TERMINATION

Owner or Captain may immediately terminate the charter for a material breach, including nonpayment, unsafe or unlawful conduct, intoxication that creates a safety concern, refusal to comply with Captain instructions, prohibited water entry, unauthorized operation of the Vessel, possession of prohibited items, or material misrepresentation. Termination does not limit other lawful remedies. Refund rights, if any, are governed by Article 11.

ARTICLE 18 GENERAL PROVISIONS

18.1 Governing Law

This Agreement shall be governed by applicable federal maritime law and, to the extent not inconsistent therewith, the laws of the State of Florida.

18.2 Venue

Any action arising from this Agreement shall be brought exclusively in the state courts located in Collier County, Florida, or the United States District Court having jurisdiction over Collier County, as applicable, subject to any controlling maritime jurisdiction or venue requirement.

18.3 Attorneys' Fees

The prevailing party in an action arising out of this Agreement shall be entitled to recover reasonable attorneys' fees and costs to the extent permitted by applicable law, including fees and costs incurred on appeal.

18.4 Severability

If a provision is determined to be invalid or unenforceable, it shall be enforced to the maximum extent permitted and the remaining provisions remain in effect.

18.5 Waiver

Failure to enforce a provision on one occasion does not waive future enforcement.

18.6 Electronic Signatures

Electronic signatures and electronic acceptance shall have the same force and effect as original signatures to the extent permitted by law.

18.7 Amendments

No amendment is effective unless in writing and accepted by Owner and Charterer.

18.8 Successors and Assigns

This Agreement binds and benefits the parties and their respective permitted successors and assigns. Charterer may not assign the charter without Owner's written consent.

18.9 Headings

Headings are for convenience only and do not limit the meaning of any provision.

ARTICLE 19 CHARTER FORMS

The Passenger Manifest (Charter Form A) and Passenger Waiver, Assumption of Risk, and Release of Liability (Charter Form B) are incorporated into this Agreement. Each passenger must be listed on the Manifest, and each adult passenger must execute Form B before departure. A parent or legal guardian must execute Form B for a minor passenger.

CHARTER FORM A - PASSENGER MANIFEST

Vessel: Sea Ray SLX 310 Outboard

Maximum Paying Passengers: 6

Captain: _____

Charter Date: _____ Charter Time: _____

#	Passenger Name	Age	Emergency Contact	Emergency Phone	Waiver Signed
1					
2					
3					
4					
5					
6					

MINORS: Any passenger under eighteen (18) years of age must be accompanied by a parent, legal guardian, or responsible adult designated by the parent or guardian, subject to Owner's policies.

CHARTERER CERTIFICATION: I certify that the Manifest is complete and accurate; no unlisted passenger will board without approval and an updated Manifest; all passengers will comply with the Captain's safety instructions; and the number of passengers will not exceed six (6).

Charterer Signature: _____ Date: _____

Printed Name: _____

CHARTER FORM B - PASSENGER WAIVER, ASSUMPTION OF RISK, AND RELEASE OF LIABILITY

This Passenger Waiver and Release ("Waiver") is executed in connection with a captained charter provided by Folland Marine Holdings LLC ("Owner").

PASSENGER INFORMATION

Passenger Name: _____
Address: _____
Telephone: _____ Email: _____
Emergency Contact: _____
Emergency Telephone: _____

ACKNOWLEDGMENT OF RISKS

I understand that recreational boating involves inherent risks, including slips and falls, boarding and disembarkation injuries, changing weather and sea conditions, sudden vessel movement, wakes, seasickness, drowning, propeller injuries, mechanical failure, collision, grounding, fire, actions of other boaters, and emergency medical situations. I voluntarily choose to participate despite these risks.

ASSUMPTION OF RISK

To the fullest extent permitted by applicable law, I knowingly and voluntarily assume the ordinary and inherent risks of participating in the charter that are not caused by legally actionable conduct of Owner or persons for whom Owner is legally responsible.

CAPTAIN AUTHORITY

I understand that the Vessel is operated by a U.S. Coast Guard licensed captain designated or engaged by Owner. The Captain has final authority over the safe navigation and operation of the Vessel. I agree to follow the Captain's lawful safety instructions.

NO WATER ENTRY

I understand that passengers are not permitted to enter the water, swim from the Vessel, or disembark from the Vessel except at a dock or other location expressly approved by Owner and Captain. I agree to remain aboard while the Vessel is anchored unless properly disembarking at an approved location.

ALCOHOL AND CONDUCT

I understand that alcohol may be consumed only by persons of lawful drinking age and subject to Owner's rules and the Captain's safety authority; red wine is prohibited; and the Captain may limit alcohol consumption or terminate participation because of intoxication, unsafe conduct, or refusal to follow instructions.

RELEASE OF LIABILITY

To the fullest extent permitted by applicable law, I release and discharge Owner and its members, managers, officers, employees, and agents from claims arising solely from the ordinary and inherent risks of my voluntary participation in the charter, except to the extent a claim cannot legally be released. This release is not intended to waive claims that applicable law prohibits from being waived.

MEDICAL AUTHORIZATION

If emergency treatment becomes necessary and I am unable to provide informed consent, I authorize emergency personnel to provide treatment reasonably necessary under the circumstances. I remain responsible for my medical expenses.

PHOTO AND VIDEO CONSENT

I authorize photographs or video taken during the charter to be used by Folland Marine Holdings LLC for promotional purposes. I may opt out before departure by providing written notice to Owner.

CERTIFICATION

I certify that I have read this Waiver, understand its legal effect, sign it voluntarily, have had the opportunity to ask questions and consult independent legal counsel, and am at least eighteen (18) years of age or this Waiver is signed by my parent or legal guardian.

Passenger Signature: _____ Date: _____

Printed Name: _____

PARENT OR LEGAL GUARDIAN (if Passenger is under 18)

Name: _____ Relationship: _____

Signature: _____ Date: _____