

TERMS & CONDITIONS

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We recommend being present and ready to board at least thirty (30) minutes prior to the scheduled departure time, to allow for the loading of provisions, instructions from the Captain and other matters. Boating Miami will supply instructions as to the time and place of boarding.

1. Departure and return time:

- 1a.** Earliest departure is agreed upon reservation day and is subject to vessel availability.
- 1b.** Departure time will be set by the customer and won't affect the latest possible return time at the hour the charter is finished according to the hours booked.
- 1c.** Departure and return times will not affect the rental price.
- 1d.** Late arrival of the charterer will not alter the end time of the charter.

2. Payment:

- 2a.** To secure the booking a minimum down payment of 50% of the rental price must be made.
- 2b.** 100% of the confirmed services must be paid before departure.

3. Cancellations - made in writing via email to info@boating-miami.com

- 3a.** 8 days or more prior to rental: refund minus 50% of down payment.
- 3b.** 7 days or less prior to rental: NO refund of down payment.
- 3c.** Same day: no refund. Reschedule is NOT possible.
- 3d.** Cancellation prior to departure due to extreme weather; only made on the day of the rental and in a case of extreme weather conditions when restrictions are in place by the port authority: refund minus 10% of total price.

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4. Rescheduling

4a. 15 days or more prior to rental: no additional charges applied.

4b. 14 to 3 days or less prior to rental: additional 30% of total price charged.

4c. Less than 3 days prior to rental: additional 50% of total price charged.

4d. Rescheduling prior to departure due to extreme weather; only made on the day of the rental and in a case of extreme weather conditions when restrictions are in place by the port authority: no additional charges applied. In case the boat is not available the next day or the customer is unavailable to charter due to other commitments for the next day: refund given minus 10% of total price.

5. Transportation to and from the port of departure is not included.

6. In the case of unforeseen circumstances, beyond the control of Boating Miami LLC, the reserved boat is not available, all possible will be done to supply the hirer with a boat of equivalent or higher comfort, quality and capacity. If this is not possible then a full refund is given.

7. In the event any damage is caused by the passengers to the boat or to its contents, accidental or intentional, the customer is required to pay in full for any repairs or replacements. The passengers will not be held liable for any damage caused by the crew or an employee from Boating Miami LLC.

8. The boat trip is arranged prior to departure with either the sales representative or the passengers with the captain & crew, depending of the amount of hours booked, the captain will recommend where to go to take advantage of time.

9. The passengers are responsible for their belongings. Boating Miami LLC is not liable for loss or damage.

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10. Use or possession of any and all illegal or illicit drugs, as may be defined from time to time by government regulations, on board the vessel is strictly prohibited and shall result in the immediate termination of the charter with the forfeit of all monies paid. Furthermore, the Charterer and all members of his party shall be put ashore at the first available port, with any expenses or damages caused by such dismemberment to be borne solely by Charterer and party members. Any prescription medicines must be in the original container obtained from the pharmacy or shall be accompanied by the prescription itself. **THIS IS A ZERO TOLERANCE POLICY.**

11. Charterer agrees that the Captain has full and complete authority concerning the wellbeing of the passengers, crew, vessel and the vessel's owners, and may take any and all actions that in his sole discretion are advisable to ensure said wellbeing, including, but not limited to, requiring Charterer and all members of his party to immediately go ashore at the first available port, with any expenses or damages caused by such dismemberment to be borne solely by Charterer and party members.

Other important information when chartering boats in Miami

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A written agreement must exist. If a writing agreement does not exist, it is considered a charter operation and requires a licensed captain.

- Charterer must sign a YACHT CHARTER AGREEMENT when getting onboard the rented vessel. This YACHT CHARTER AGREEMENT will be explained at least 24 hours before by a Boating Miami representative or the same day by the captain before departure.
- Charterers must be given a LIST OF CAPTAINS TO CHOOSE FROM, Although a master or a crew may be furnished by the Owner/Representative/Broker, full possession and control must be vested in the charterer. This does not preclude the charterer from taking the advice from the master and crew regarding hazardous conditions such as, inclement weather, navigational obstructions, etc.
- The vessel is to be surveyed upon its delivery and return.
- Maximum number of 12 guests on board while cruising at any time (13 including charterer)
- Smoking in designated areas only and if possible in the vessel
- There are no pets allowed on any vessel
- Children must be under the adult supervision of the charter party at all times
- Late arrival of the charterer will not alter the end time of the charter.
- No cooking allowed on board just microwave reheating of already prepared frozen food unless hiring catering serviced and shall be agreed upon.
- Charterer agrees to NO SHOE POLICY while on board vessel