



## **Boat Charter Terms and Conditions | Payment Authorization Form**

IF THERE IS ANY PART OF THESE TERMS AND CONDITIONS YOU DO NOT AGREE WITH, PLEASE DO NOT USE I VENTURES BOAT CHARTER SERVICES.

- **We cannot guarantee all stops on the charter itinerary due to weather & sea conditions.**
- **VALID ID AND CREDIT CARD IS REQUIRED FOR CHECK-IN**  
The client must bring and show a valid ID and Credit Card listed for Broken, Missing Equipments and Cancellations Policy Fees.
- **NO ID, NO CREDIT CARD, NO SERVICE.**  
IF VALID ID DO NOT MATCH WITH CREDIT CARD PROVIDED FOR PAYMENT, WE WILL NOT PROVIDE BOAT CHARTER SERVICES, NO REFUND. IF PAYMENT WAS COMPLETED TROUGH WIRE TRANSFER, YOU STILL NEED TO SHOW THE CREDIT CARD LISTED FOR BROKEN, MISSING EQUIPMENTS AND CANCELLATION POLICY FEES.

### **Agreement:**

The terms and conditions set forth in this agreement constitute the entire understanding and agreement between you the "Charterer" and I VENTURES with respect to any and all bookings, services, tours or transactions made with I VENTURES. By submitting a booking form and signing this agreement, you accept all of the terms in this agreement and direct us to perform services on your behalf. All persons named in this booking ("Participants") are subject to this agreement. By signing this agreement, you affirm that you have made all other Participants listed in the booking aware of these terms regardless of how final payment is made – and that all Participants accept these terms.

### **Cancellation Policy / Terms**

1. Full Payment is required to complete all reservations.
2. We have a 30-day cancellation policy. Cancellations made 30 days prior to scheduled Charter will receive a full refund. If you cancel 29 days or less before the original Charter start YOU WILL BE CHARGED IN FULL AMOUNT of your reservation, THIS AMOUNT IS NOT REFUNDABLE, but may be used towards the purchase of any future Charter within the next 12 months. Any unused credits will expire after 12 months. Credit Card processing fees 2.9% + .30 per transaction are non-refundable.
3. If the Charterer has already paid for add-on options, I VENTURES will reimburse Charterer for these expenses, unless cancellation occurs within seven days of departure. If within seven days, payments for add-ons options will not be refunded.
4. There is no added fee or charge for rescheduling.
5. No-shows will receive a full charge.
6. Is the Charterer responsibility to arrive on time, extra hours will not be added if Charterer does not arrive at the time agreed with I VENTURES. Extra hours fees will apply.
7. THE CAPTAIN, SUPPLIER, AND I VENTURES RESERVES THE RIGHT TO CANCEL YOUR BOAT CHARTER AFTER CHECK IN, IF BEHAVIOR REPRESENTS A THREAT TO THE SAFETY OF THE BOAT CHARTER. (Ex. Too sick or drunk, with a nervous breakdown, etc.)

8. SUPPLIER & I VENTURES reserves the right to cancel any Boat departure as a result of weather conditions, mechanical problems with the Boat, Customs documentation delay and for other circumstances beyond our control. We will reschedule date free of charge or apply a 12 month credit.

### **Force Majeure**

a. I VENTURES shall not be liable for any loss, damages or delay or failure in performance hereunder resulting from any force majeure event, including but not limited to acts of God, fire, the action of the elements, epidemics, war (declared or undeclared), warlike actions, insurrection, revolution or civil strife, piracy, civil war or hostile action, strikes or differences with workmen, acts of the public enemy, federal or state laws, rules and regulations of any governmental authorities having or asserting jurisdiction in the premises or of any other group, organization or informal association (whether or not formally recognized as a government), and any other cause beyond the reasonable control of I VENTURES which makes the continuance of operations impossible.

### **b. In the event of a delay or failure of performance-based upon an event described above:**

1. All payments made towards the charter shall be used as a credit for a future charter. No refunds will be provided.
2. I VENTURES will work with Charterer to book a new charter on a different Vessel agreeable to Charterer, at a new location, or on new dates, or both, based upon availability and the Charterer's preference. If the parties cannot book a new charter at that time, Charterer's deposit will remain as a credit with DYC and will never expire.
3. **I VENTURES** will not be responsible for additional costs incurred by Charterer as a result of changes to their charter due to a force majeure event.

### **Responsibilities of Charterer**

1. At check-in and prior to signing the Inventory Checklist, Charterer will check that boat and equipment is in good working order and up to minimum standards. At this time, Charterer can note with Supplier & I VENTURES anything it believes contrary or below the standards as set forth in the invoice. Acceptance by Charterer certifies that the obligations of Supplier & I VENTURES for delivery have been fulfilled. – **If Applicable.**
2. Upon delivery, Charterer and crew are fully responsible for the Vessel and for any damage to property or injury to persons that could happen including third parties. In the event a skipper has been provided by I VENTURES, Charterer will remain responsible for the boat and the behavior and well-being of the crew.
3. Charterer agrees to be responsible for all crew and passengers on board and binds crew and passengers to the terms provided herein.
4. Charterer will be responsible for all boat maintenance during the charter and will pay all running expenses incurred after delivery of the boat, such as mooring fees, local taxes, fuel oil, water, and food. – **If Applicable.**
5. If outside assistance is needed due to problems with the boat, Charterer will promptly notify the Supplier & I VENTURES before incurring any such expense unless delay would risk personal injury or significant property damage. The charterer will keep all invoices and receipts concerning repairs that I VENTURES will reimburse on return day, or as soon as possible. The charterer will take all reasonable steps to prevent the towing of the boat by another vessel. However, if towing is necessary despite all reasonable efforts, Charterer agrees to negotiate and fix the price of towing with the other vessel's captain before operating.
6. Charterer agrees to carry only up to the number of passengers required by security rules of the boat. Charterer agrees that he/she will not transport merchandise or carry passengers for pay or have any other commercial activity such as professional fishing. Lending or renting the boat is prohibited.

7. Charterer agrees to use the boat as a responsible person and will comply with all laws of the Islands, including but not limited to, fishing and deep-sea fishing regulations. The charterer will hold Supplier & I VENTURES harmless from and against any and all claims and legal actions arising under or in connection with this Contract for failure to abide by those rules and regulations.
8. Charterer agrees to pay for any loss or damage not covered by Insurance that can occur on or to the Vessel until return. Charterer remains fully responsible for the Vessel until the signature of the return counter-inventory and final disembarkation.
9. Charterer agrees not to sail after dusk. Charterer agrees to include in the ship's log a daily entry to include: destination harbor, Vessel and crew condition, any change in crew, successive positions/locations, weather conditions, sails used, and engine working hours.

### **Hotel Pick-up**

Passengers must be at Hotel Lobby or at arranged meeting point on time. Late pick-up may affect Check-in procedures, it will be considered a "no-show" if passengers are not on time at Hotel lobby, client will not have right for refund.

### **ID Requirements**

Passengers must present a valid ID.

### **Weather Cancellations**

If we need to cancel departure due to weather, we will offer you the solution that better fits your needs, including rescheduling to another date. However, be aware that we are the ones that determine the cancellations due to weather conditions. Please do not make a mistake of deciding not to attend because you think the weather might not be acceptable, as you will still be charged if the trip goes out. If you ever have questions about the weather conditions, please call us to confirm.

I VENTURES do not assume any responsibilities for expenses resulting from failure to departures or arrival times, result of weather conditions, mechanical problems with the Yacht or Ground Transportation, and for other circumstances beyond our control. If you are not satisfied or if the Yacht Experience does not reach your expectations, there is NO REFUND for events & experiences out of our control.

If you have a question about the weather conditions, feel welcomed to contact us at **787.779.9075**

### **Photographs/Videos**

I VENTURES reserves the right to use any photograph/video taken at any event or during any travel activity, without the express written permission of those included within the photograph/video. I VENTURES may use the photograph/video in publications or other media material produced, used or contracted by I VENTURES, including but not limited to: brochures, invitations, books, newspapers, magazines, television, websites, etc. Any person desiring not to have their photo taken or distributed must contact I VENTURES in writing of his/her intentions and include a photograph.

### **No Refunds for Personal Expenses:**

You will not be reimbursed for any personal expenses such as airfare, hotel or other travel expenses due to changes in itineraries or cancellation

**Responsibility:**

**I VENTURES**, its owners, employees, shareholders, affiliated entities, agents, representatives, officers, directors, associates, volunteers, successors and assigns (collectively, "SA"), which acts only as an intermediary for its suppliers, assumes no responsibility for and cannot be held liable for any negligent or willful act or omission of any supplier, or of any other person or entity. A supplier's services are subject to the supplier's own terms and conditions, as well as the local laws and regulations of the relevant country.

**Assumption of Risk:**

I have voluntarily applied to participate in the experience on which I am booked, which will involve, Snorkeling, Kayaking, Jet-Ski, Boat rides and/or other outdoor and adventure sports ("Adventure Activities"). I am voluntarily participating in this tour with the knowledge of the numerous risks and dangers involved, which include but are not limited to: dangers and risks inherent in Adventure Activities; negligence in any manner on the part of I VENTURES; emotional trauma; disfigurement; temporary or permanent disability, including paralysis; death; acts of God; the hazards of traveling in remote, unsafe or politically unstable areas or under unsafe conditions; the dangers of civil disturbances and war; forces of nature; transportation failures; equipment failures; accident or illness in remote places without access to medical facilities, transportation, or means of evacuation and assistance; unexpected events; terrorist activities, social or labor unrest; mechanical or construction failures or difficulties; diseases; local laws; climactic conditions; abnormal conditions or developments; or any other actions, omissions, or conditions outside of SA's control. I assume full and complete responsibility for checking and confirming any and all passport, visa, vaccination, or other entry requirements of each destination and all safety or security conditions at those destinations.

**Release of Liability:**

As lawful consideration of, and as part of the payment for, the right to participate in the tour and as part of the payment for the services arranged for me by I VENTURES, I HEREBY EXPRESSLY AGREE TO BE RESPONSIBLE FOR MY OWN WELFARE AND ASSUME ALL OF THE ABOVE RISKS, INCLUDING BOTH THOSE KNOWN AND UNKNOWN TO ME. As lawful consideration of, and as part of the payment for, the right to participate in the tour, and as part of the payment for the services arranged for me by I VENTURES, I HEREBY EXPRESSLY AGREE TO RELEASE, DISCHARGE AND HOLD HARMLESS FOREVER

I VENTURES, their owners, employees, shareholders, affiliated entities, employees, agents, representatives, officers, directors, associates, volunteers, successors and assigns from and against any liability, actions, causes of actions, debts, suits, claims and demands of any and every kind and nature whatsoever which I now have or which may hereafter arise out of or in connection with my tour or participation in the activities arranged for me by I VENTURES.

I AGREE THAT THE TERMS OF THIS AGREEMENT SHALL SERVE AS A COMPLETE RELEASE AND EXPRESS ASSUMPTION OF RISK for myself, all members of my family and all minors traveling with me, my and their heirs, successors, assigns, and legal representatives. It is my intention to fully assume all risks associated with this tour and to release I VENTURES from all liability to the maximum extent permitted by law.

I have carefully read and understand the provisions and legal consequences of this agreement, and I hereby agree to all its conditions. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

**By signing or submitting payment you agree to all terms & conditions.**

**Service Summary & Itinerary:**

**Boat Charter:**  | **Charterer:**

<b>Date:</b>	
<b>Time:</b>	
<b>Passengers:</b>	
<b>Destination:</b>	

<b>Bare Boat Charter:</b>	
<b>Jet Body Board Add-on:</b>	
<b>Ground Transportation:</b>	
<b>Total:</b> (11.5% Tax Included) *CREW TIP NOT INCLUDED	

**Additional Add-ons:**

**Notes:**

**Print Name:**

**Signature:**       **Date:**

## Boat Manifest



All passengers full name and ages are required for departure due Cost Guard regulations.

Please type all passengers **full names and age**.

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_
10. \_\_\_\_\_
11. \_\_\_\_\_
12. \_\_\_\_\_

## **PAYMENT AGREEMENT / CREDIT CARD AUTHORIZATION FORM**

I hereby will pay **I VENTURES, LLC** in the amount of \$                      through a payment link, email invoice or bank/wired transfer for payment of Boat Charter & Ground Transportation Services.

I authorize **I VENTURES, LLC** to charge my credit card for any Damages or broken, missing equipment of Boat Charter and Cancellation Policy Fees if I fail to comply with the established terms and conditions.

Name: \_\_\_\_\_

**Account Holder Signature**

**Date**

**WE WILL SEND PAYMENT LINK OR INVOICE BY EMAIL TO COMPLETE PAYMENT**

**PLEASE ATTACH PHOTO ID**



**CREDIT CARD INFORMATION FOR DAMAGES OR BROKEN OR MISSING EQUIPMENTS AND CANCELLATION POLICY FEES.**

**WE WILL NOT CHARGE THIS CREDIT CARD FOR BOAT CHARTER SERVICES.**

**WE WILL SEND PAYMENT LINK OR INVOICE BY EMAIL FOR BOAT CHARTER SERVICES.**

I hereby affirm that I am the owner of the below referenced credit card and that **my name** is listed on the front of the credit card.

**Credit Card Holder Name:**

**Billing Address:**

**Zip Code:**

**Cardholder Signature** X

**Date:**

**PHONE:**

**EMAIL:**

**PLEASE ATTACH:**

**FRONT CREDIT CARD PHOTO:**

**BACK CREDIT CARD PHOTO:**