

Customer: _____

Phone Number: _____

Email: _____

Charter Date: _____ Time: _____ Destination: _____

Number of Passengers: _____ Port of Departure and Return: _____

**IF THERE IS ANY PART OF THESE TERMS AND CONDITIONS YOU DO NOT AGREE WITH,
PLEASE DO NOT USE I VENTURES BOAT/YACHT 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 Equipment 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 YACHT CHARTER SERVICES, NO REFUND. IF PAYMENT WAS COMPLETED THROUGH 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 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.

INITIALS _____

BOAT/YACHT CHARTER AGREEMENT

1. PAYMENT, DEPOSIT AND CANCELLATION PRIOR TO CHARTER. Charter fee, balance and any additional payments are due among reservation. Date may not be guaranteed if payment is not made in full.

- Full Payment is required to complete all reservations.
- 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. This cancellation policy applies to COVID-19 cancellations.** Credit Card processing fees 5% + .30 per transaction are non-refundable.
- Any unused credits will expire after 12 months. Credit on file could be extended and transferable.
- Full refund is provided if captain could not depart the marina due extreme weather conditions. We do not cancel due rain conditions unless the captain decides it's not safe to navigate. Cancellation is made by Captain or Operations Team only.
- There is no added fee or charge for rescheduling.
- No-shows will receive a full charge. No exemptions.
- 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 in the case Charterer would like to extend the Charter time.
- THE CAPTAIN, 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.)
- SUPPLIER & I VENTURES reserves the right to cancel any Boat departure because 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, apply a 12-month credit or provide a full refund.

INITIALS _____

2. CONDITION. The boat shall be in commission and working order, with all equipment required by the U.S. Coast Guard, outfitted as a boat suitable to its style, size and accommodations, fully furnished, clean and good condition throughout. The boat shall be redelivered to Owner with all equipment, furnishing and fittings in the same condition as received, if anything is broken or damaged a full cost-plus repair and/or labor fee will be paid by Customer the same day of the Charter. No jumping on furniture is allowed, spills, equipment, water floats, all damages are customers responsibility.

INITIALS _____

3. CAPTAIN AND CREW. Owner agrees to provide a Captain and crew member as agreed and paid in the invoice. Invoice will be part of this contract.

INITIALS _____

4. CAPTAIN'S AUTHORITY. The captain, together with the Staff, shall direct the course of the voyage. The captain has authority over the safe navigation of the boat. The captain likewise has authority over the safe use of equipment, furnishings, and appurtenances of the boat, and may prohibit unsafe behavior activities. Owner, Captain, or crew members can and will determine the cancellation and termination of the charter in any amount due to, but not limited to misuse of the boat, out of control behavior, alcohol abuse, verbal abuse and/or harassing environment and unresentful behavior among each other or toward the staff.

INITIALS _____

5. DELAYS, BREAKDOWNS, ACCIDENTS. In the event of delay, breakdown, or accident during the charter term. Captain shall notify Customer and Owner and allow Owner to resolve the problem. This includes but is not limited to mechanical failure, tire, grounding, collision, or other cause which disables the boat so that it cannot safely be use in navigation or is not habitable. If the event is not due to negligence or intentional act of the Charterer, his guests, or invitees, then Owner shall attempt to remedy the problem. If the remedy is not possible, the charter may be terminated at that point by the Owner, charter date must be rescheduled. Customer recognizes that the charter voyage may not be able to proceed. If any such event is due to negligence or intentional act of Customer, his guests, or invitees, then Owner shall attempt to remedy the problem so that the charter may be completed but no charter fee nor other payments made by Customer shall be refunded and the costs to resolve the problem and redeliver the boat shall be changeable to Customer.

INITIALS _____

6. INDEMNITY, HOLD HARMLESS, DEFEND. Customer agrees to indemnity, hold harmless and defend Owner and all claims and liabilities for loss or damage to itself, guest, invitees, or to any third parties.

INITIALS _____

7. NON ASSIGNMENT. Customer may not assign this agreement or sub-charter the boat. No other vessel or people are permitted to dock aside this vessel, no invites other than the one on the Charter can arrive to the boat.

INITIALS _____

8. Customer shall not permit maritime liens, salvage, or debts to the incurred against the boat or the credit of Owner. Customer shall nor abandon the boat or enter into a salvage agreement without prior consent of Owner. Customer is responsible of having a lifejacket for all minors on the deck. Customer is also responsible and liable of all party on the vessel.

INITIALS _____

9. PENALTIES, FINES, CLAIMS. The boat must comply with all laws, rules, and regulations of government agencies of the United States, individual states, and other jurisdictions where the boat may travel, including federal and state parks, sanctuaries, and protected areas. Captain shall be responsible for compliance and Customer shall abide by Captain's decisions in this regard. Customer shall be liable, penalties, damages, and forfeitures because of negligence or intentional or unintentional acts of Customer, guest or invitees, and Customer shall indemnity, hold harmless and defend Owner for such acts.

INITIALS _____

10. DRUGS AND OTHER ILLEGAL ACTIVITIES. The use, transport, or possession of illegal drugs or narcotics, including marijuana, of any other contraband, or the participation in any other unlawful activity, such as the transport of illegal aliens, is strictly prohibited. The participation in any of these activities by any member or guest of the charter party constitutes a breach of the charter and shall be cause for immediate termination of the charter without refund of charter fee and additional payments made by Charterer. **INITIALS** _____

11. WAIVER OR MODIFICATION. This Agreement is the entire agreement of the parties. No waiver or modification of this Agreement shall be effective unless in writing and signed by the parties. I agree to forever discharge and release the Charter COMPANY, of this vessel, its employees and agents, the owner(s) and affiliates, from any and all responsibility or liability for any and all injuries, deaths or damages. I agree and by this instrument give up my rights to NOT to make a claim against or sue and by this instrument give up my rights any of the above parties' injuries, deaths, or damages whether they arise or result from any NEGLIGENCE or other liability, EVEN IN CASES OF GROSS NEGLIGENCE. I further specifically agree on behalf of myself, my heirs, my party, and assigns, to indemnify and hold harmless the released parties for all causes of action arising as a consequence of any incidents which might occur as a consequence of my participation in any activities with or involving the released parties.

INITIALS _____

I have carefully read this contract in its entirety, fully understand its content, agree to the terms, and certify that no verbal agreement is valid other than this document. I UNDERSTAND THAT THE PURPOSE OF SIGNING THIS DOCUMENT IS TO EXEMPT AN RELEASE I VENTURES LLC, THEIR OWNERS, EMPLOYEES, AGENTS, AND ASSOCIATED PERSONNEL, AND THEIR BOATS (WHETHER OWNED, OPERATED, LEASED OR CHARTERED) HEREIN AFTER REFERRED TO AS "RELEASE PARTIES", AND TO HOLD THESE ENTITIES HARMLESS FROM ANY AND ALL LIABILITIES ARISING AS A CONSEQUENCE OF THE FOLLOWING, OR ANY OTHER ACTS OR OMISSIONS ON THEIR PART, INCLUDING BUT NOT LIMITED TO NEGLIGENCE OF ANY TYPE.

INITIALS _____

- **If fraud is presented by our payment software, authorities immediately be notified.** INITIALS _____
- **Not included in Fee:** Crew Gratitude is required upon checkout, Cash recommended. INITIALS _____

BOAT/YACHT CHARTER AGREEMENT

The parties agree as follows:

1. Maximum _____ guest on board per boat while cruising at any time.
2. Smoking permitted in designated areas only.
3. There are no pets allowed on board the vessel. A pet fee may apply depending on the Boat type selection.
4. Children must be always under the supervision of an adult in the charter party.
5. Late arrival of charterer will not alter end-time of this charter.
6. No cooking onboard allowed, just microwave reheating of already prepared frozen food.
7. Charterer is responsible for obtaining all applicable travel visas and documents. (This applies to BVI only)

Ground Transportation Services – IF APPLICABLE

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

Transportation services are a point-to-point service (From hotel or meeting point to the marina). ALL EXTRA STOPS WILL HAVE A \$20 FEE. EXTRA STOPS WILL, NO EXEPTIONS.

CHARTERER:

Signature:

By: (Print Name)

Date:

Photographs/Videos – If Applicable

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 / Lost Items:

You will not be reimbursed for any personal expenses such as airfare, hotel, or other travel expenses due to changes in itineraries or cancellation. You are not responsible for any loss of personal items during the boat charter.

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.

Name: _____ **Signature** _____ **Date:** _____

BOAT/YACHT MANIFEST

Please provide all passengers full names and ages. Boat Manifest is required by US Coast Guard.

PASSENGERS - FULL NAMES - AGES

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____
- 6. _____
- 7. _____
- 8. _____
- 9. _____
- 10. _____
- 11. _____
- 12. _____



Service Summary & Itinerary:

Boat/Yacht Charter: _____ | **Charterer:** _____

Date & Time:		Seabob Add-on:	
Passengers:		Chef / Food Service:	
Destination:		Ground Transportation:	
Boat/Yacht Charter: Hours:		Overtime / Extra Hours:	
Jet Ski Add-on:		Total: (11.5% Tax Included) *CREW GRATUITY NOT INCLUDED	

Additional Add-ons:

Notes: Destination selected by Captain depending on weather conditions. This is not an all-day cruising charter, we will visit the destination agreed on your booking request.

Print Name: _____

Signature: _____

Date: _____

Credit Card Authorization Form

CARDHOLDER / CREDIT CARD INFORMATION

Name: _____

Credit Card Billing Address: _____

City: _____ State: _____ Postal Code: _____

Country: _____ Email: _____

Address: _____

Direct Telephone: _____

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

I hereby authorize **I VENTURES, LLC** to charge my credit card (listed below) in the amount of

\$_____ for the payment of Boat/Yacht Charter services, Add-ons, and Ground Transportation Services. I authorize **I VENTURES, LLC** to charge my credit card for any damages, broken or missing equipment of Boat Charter and Cancellation Policy Fees if I fail to comply with the established terms and conditions.

Account Holder Signature

Date

CREDIT CARD INFORMATION

Picture of valid ID, and front/back of credit is required to confirm your ID match the credit card provided.

Credit Card Type: MasterCard Visa American Express Discover Card

PLEASE ATTACH PICTURE OF VALID ID

PLEASE ATTACH FRONT AND BACK PICTURE OF CREDIT CARD

PAYMENTS / CHECK-IN REQUIREMENTS

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The client must bring and show a valid ID and the Credit Card listed on contract for Broken, Missing Equipment 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 THROUGH WIRE TRANSFER, YOU STILL NEED TO SHOW THE CREDIT CARD LISTED FOR BROKEN, MISSING EQUIPMENTS AND CANCELLATIONS POLICY FEES.
- **PAYMENTS**
I VENTURES LLC, process payments with Stripe/FareHarbor.

Certified PCI Service Provider Level 1. This is the most stringent level of certification available in the payments industry. To accomplish this, we use the best-in-class security tools and practices to maintain a high level of security.

Sensitive data and communication encryption

All card numbers are encrypted at rest with AES-256. Decryption keys are stored on separate machines. None of Stripe's internal servers and daemons can obtain plain text card numbers but can request that cards are sent to a service provider on a static allowlist. Stripe's infrastructure for storing, decrypting, and transmitting card numbers runs in a separate hosting environment, and doesn't share any credentials with Stripe's primary services including our API and website.