# Captained Charter - Terms and Conditions

## **Cancellation by Charterer**

Cancellation by Charterer within 72 hours of Departure reservation will forfeit all fees paid. At Catamaran Adventure Charters (CAC) discretion, rebooking at no extra charge may be possible, if your original reservation can be filled.

Plan to come "Rain or Shine".

Please plan to arrive at the boat dock on-time (30 mins before departure rain or shine. Miami's weather is always changing. It is not unusual for rain to appear only on the other side of the street. And these showers typically last only 15 minutes.

## **Cancelation by CAC**

The Captain has sole discretion to cancel a trip.

The following weather conditions may result in trip cancellations

- 1. Winds in excess of 25 knots
- 2. Seas in excess of 5 feet
- 3. Heavy precipitation
- 4. Limited visibility
- 5. Hazardous marine life warnings
- 6. Mechanical Failure, or other vessel-related problems
- 7. Unforeseen Events

In the event of a cancellation by the Captain prior to departure of the vessel due to severe weather, environmental conditions, unforeseen prohibitive events, or mechanical failure, the sail will be rescheduled to a mutually agreeable date, or your full fees paid will be returned at your discretion.

If cancelation occurs after setting sail, a pro-rated refund will be given.

# **Other Expenses**

CAC is not responsible for reimbursement of any out-of-pocket expenses of Charterer due to cancelation of charter by Captain. These fees include, but are not limited to, airfare, hotel, taxi, parking, etc. To cover such, we suggest you to purchase travel/trip cancellation insurance from third-party broker.

#### Children

We allow children age 14 or older. Unfortunately we are not able to manage younger children. Parents are directly responsible for their children.

#### Insurance

Insurance is included in your charter fee. CAC, LLC maintains an insurance policy for risk and indemnification including third party claims.

## Damage

The Charterer shall reimburse CAC for any property or equipment lost or damaged due to the actions of the Charterer and his party during the charter. This includes and cleaning expenses required as result of misuse (see Rules Aboard).

#### Embarkation/Disembarkation

Arrangements to start or terminate the charter from a location different than the Yacht's home port may be possible, and must be made no later than 24 hours in advance. Relocation fees vary. Please call our office to determine fee amount.

### **Food Preparation**

While we are able to obtain Kosher foods, we are not equipped to prepare truly Kosher meals.

## **Disputes**

The venue of any action arising from this Agreement shall lie exclusively in the Courts of the City and State of Owner's residence, unless another place is mutually agreed upon, and both parties shall submit to the jurisdiction of such court.