

**Crimson Dynasty  
Vessel Services Agreement**

Name of Vessel (the "Vessel"): Crimson Dynasty Type: Leopard Catamaran  
Length: 48' Hailing Port: Bradenton, FL Flag: USA

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**PARTIES**

Contractor (the "CONTRACTOR"): Bradenton Crew Charters, LLC  
Address: 821 E. Dove Loop Rd. Apt. 2224, Grapevine, TX 76051

Lead Charterer (the "CHARTERER"):  
Address:

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**CHARTER INFORMATION**

Charter Period: From: hours on the day of 20\_\_\_\_  
To: hours on the day of 20\_\_\_\_

Place of delivery: Place of re-delivery:

Cruising Area:

Maximum number of guests sleeping: \_\_\_\_\_ and cruising \_\_\_\_\_ on board

Crew consisting of: One (1) Captain and One (1) First Mate/Chef

**Vessel Services Fee:**

First payment (50%) Due: Upon booking  
Final payment (50%) Due: No later than 30 days prior to charter

Advanced Provisioning Fee: Due: Upon booking

Paid to the CONTRACTOR'S bank or PayPal account and deemed paid only when cleared:

Checks Payable to: Bradenton Crew Charters, LLC  
821 E. Dove Loop Rd, # 2224, Grapevine, TX 76051

PayPal payments: bradentoncrewcharters@gmail.com

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**SIGNATURES**

In consideration of the premises and of the agreements hereinafter contained, the CONTRACTOR and the CHARTERER agree that the terms above; Clauses 1-17, inclusive, below; and any Additional Conditions or attached addenda form part of this Agreement. This Agreement will be binding upon signature by both Parties or transmission by both Parties of signed copies by facsimile or other electronic means, including, without limitation, transmission of signed copies in Portable Document Format (PDF). **SEE ADDITIONAL CONDITIONS CLAUSE 17.**

CONTRACTOR: by, \_\_\_\_\_ Date: \_\_\_\_\_

CHARTERER: \_\_\_\_\_ Date: \_\_\_\_\_

# Crimson Dynasty Vessel Services Agreement

## Paragraph 1. AGREEMENT TO RETAIN

1. The CHARTERER hereby retains the CONTRACTOR to manage, operate, and navigate the Vessel during the Vessel Services Period. The CONTRACTOR shall furnish a competent captain (the "Captain") and crew (the "Crew"), as provided in this Agreement, for the management, operation, and navigation of the Vessel during the Vessel Services Period.
2. The CHARTERER shall furnish, at the CHARTERER's expense, accommodations and food for the Captain and Crew.
3. The Captain and Crew shall not use or possess illegal drugs on board the Vessel and shall conduct themselves in an orderly and sober manner. The Captain and Crew shall be easily identified throughout the Charter Period.
4. Upon the earlier of termination of the Vessel Services Period or payment of the Vessel Services Fee in full, the CONTRACTOR shall cause the Captain and each member of the Crew to execute a written waiver of any rights to, and a release from any maritime lien for, wages earned during or in connection with the Charter Period.

## Paragraph 2. INDEPENDENT CONTRACTOR STATUS

1. The CONTRACTOR and the CHARTERER expressly intend that the CONTRACTOR will perform its obligations hereunder as an independent contractor of the CHARTERER. No employee, agent, servant, captain, or crew member of the CONTRACTOR will be deemed to be the employee, agent, servant, captain, or crew member of the CHARTERER.
2. The CONTRACTOR shall pay any worker's compensation and any compensation that may be required under the Jones Act or the general maritime law of the United States for any and all of the CONTRACTOR's employees, agents, servants, captain, or crew member. The CONTRACTOR shall indemnify and hold the CHARTERER harmless against and from any liability for any loss, damage, or expense, including, without limitation, any court costs or attorneys' fees incurred defending against such liability, arising from or in connection with (a) any injury or death of any employee, agent, servant, captain, or crew member of the CONTRACTOR; (b) any negligence, willful misconduct, or violation of any applicable law or regulation by the CONTRACTOR or any of its employees, agents, or servants; (c) any damage to the Vessel or its equipment or any injury to the person or property of the CHARTERER or any of the CHARTERER's guests or invitees as a result of any action or omission of the CONTRACTOR or any of its employees, agents, or servants; provided, in all cases, that such loss, damage, or expense does not result from the gross negligence or willful misconduct of the CHARTERER or any of the CHARTERER's guests or invitees.
3. The CONTRACTOR shall (a) pay all assessments, employment taxes, or contributions, whether state or federal, as to all of its employees, agents, servants, captain, or crew member engaged in the performance of work under the Agreement; (b) pay any and all gross receipts or assessments of whatever nature or kind levied or assessed as a consequence of the work performed or on the compensation to be paid under this Agreement; and (c) file any applicable documents required by the laws of any governmental administrative agency.

Initial: Owner: \_\_\_\_\_ Charterer: \_\_\_\_\_

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## **Paragraph 3. CAPTAIN'S AUTHORITY**

1. The Captain will comply with all reasonable orders given to him by the CHARTERER regarding the management, operation, and movement of the Vessel, wind, weather, and other circumstances permitting. The Captain may refuse to comply with any order that the Captain reasonably believes would result in the Vessel's moving to any port or place that would be unsafe or improper for the Vessel.
2. The Captain may exclude the CHARTERER or any or all of the CHARTERER'S guests or invitees from using any particular water sports equipment if, in the Captain's reasonable opinion, they are not licensed if required, not competent, are unsafe, are behaving in an irresponsible manner, or are failing to show due concern for other persons when operating such equipment. The CHARTERER shall comply and shall ensure that the CHARTERER's guests and invitees comply with the Captain's directions regarding use of water sports equipment.
3. The CHARTERER shall direct the Captain to immediately notify the CONTRACTOR of any breakdowns, disablements, crew changes, accidents, or other significant incidents that occur during the Charter Period.

## **Paragraph 4. OPERATING COST**

1. The CHARTERER shall pay the operating costs, including, without limitation, all fuel costs for the Vessel, its tenders, and all watersports equipment; berthing dues and harbor charges, including customs formalities and harbor, pilot, and divers' fees; charges for water and electricity taken from shore and any charges for waste disposal; ships' agents' fees, where applicable; national and local taxes, as applicable; food, beverages, personal laundry, and communications costs; hire or purchase costs of any special equipment placed on board at the CHARTERER's request; accommodations and food for the captain and crew during the Charter Period; and any Additional Payments or any other payments as provided in Clause 17 (collectively, the "Operating Costs"). These expenses are included in the Vessel Services Fee. **Tips are NOT included.**

2. Payment for special requirements or equipment, shore transport or excursions, or any other expenses not customarily considered part of the Vessel's Operating Costs will be required to be paid via the CONTRACTOR'S account in advance.

## **Paragraph 5. DELAY IN DELIVERY; FAILURE TO DELIVER; CANCELLATION BY CONTRACTOR**

1. If the delivery of the Vessel is delayed for any reason, and the Vessel is delivered within forty-eight (48) hours of the commencement of the Vessel Services Period or one-tenth (1/10) of the Vessel Services Period, whichever is shorter, then the CONTRACTOR shall refund to the CHARTERER a pro rata portion of the Vessel Services Fee or, alternatively, the CONTRACTOR and the CHARTERER may agree to extend the Vessel Services Period for a time equal to the delay.

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## Crimson Dynasty Vessel Services Agreement

2. If the delivery of the Vessel is delayed for any reason, and the Vessel is not delivered within forty-eight (48) hours of the commencement of the Vessel Services Period or one-tenth (1/10) of the Vessel Services Period, whichever is shorter, then the CHARTERER may terminate this Agreement and the CONTRACTOR shall refund to the CHARTERER the full amount of the Vessel Services Fee or, alternatively, the CHARTERER and the CONTRACTOR may agree to extend the Vessel Services Period for a time equal to the delay.

3. If the CONTRACTOR cancels this Agreement before the commencement of the Vessel Services Period by reason of Force Majeure, then the CONTRACTOR shall refund to the CHARTERER the full amount of the Vessel Services Fee. If the CONTRACTOR cancels this Agreement before the commencement of the Vessel Services Period for any reason other than Force Majeure, then the CONTRACTOR shall refund to the CHARTERER the full amount of the Vessel Services Fee and the CONTRACTOR shall pay to the CHARTERER, as liquidated damages, an amount as follows:

a. if the CONTRACTOR cancels this Agreement thirty (30) days or more before the commencement of the Vessel Services Period, an amount equal to five (5%) of the Vessel Services Fee;

b. if the CONTRACTOR cancels this Agreement more than fourteen (14) days but less than thirty (30) days before the commencement of the Vessel Services Period, an amount equal to ten (10%) of the Vessel Services Fee; or

c. if the CONTRACTOR cancels this Agreement fourteen (14) days or less before the commencement of the Vessel Services Period, an amount equal to fifteen percent (15%) of the Vessel Services Fee.

4. The Parties agree that the CHARTERER's damages as a result of the CONTRACTOR's cancellation or the failure to deliver the Vessel are difficult to estimate as of the date of this Agreement and would be difficult for the CHARTERER to prove. Therefore, the Parties intend for payment of amounts under this Clause 5 to compensate the CHARTERER and not to punish the CONTRACTOR.

### **Paragraph 6. DELAY IN RE-DELIVERY**

1. If the CHARTERER fails to return the Captain and Crew to the Place of Re-Delivery at the end of the Vessel Services Period by reason of Force Majeure, then the CHARTERER shall return the Captain and Crew as soon as possible but the CHARTERER shall not pay to the CONTRACTOR any additional amount.

2. If the CHARTERER fails to return the Captain and Crew to the Place of Re-delivery at the end of the Vessel Services Period for any reason other than Force Majeure, then the CHARTERER shall pay to the CONTRACTOR, for each day of delay, an amount equal to the daily rate of the Vessel Services Fee plus twenty (20%) as liquidated damages (cont.)

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2. (cont.) The Parties agree that the CONTRACTOR's damages as a result of the CHARTERER's failure to return the Captain and Crew are difficult to estimate as of the date of this Agreement and would be difficult for the CONTRACTOR to prove. Therefore, the Parties intend for payment of amounts under this Clause 6 to compensate the CONTRACTOR and not to punish the CHARTERER.

3. If the CHARTERER fails to return the Captain and Crew to the Place of Re-Delivery within twenty-four (24) Working Hours of the end of the Vessel Services Period, then the CHARTERER shall, in addition, indemnify and hold the CONTRACTOR harmless against and from any loss, damage, or expense resulting from such failure to return the Captain and Crew.

### **Paragraph 7. CANCELLATION BY CHARTERER**

1. If the CHARTERER cancels this Agreement, then the CONTRACTOR may retain any payments made by the CHARTERER as of the date of cancellation and the CHARTERER shall pay to the CONTRACTOR any payments due but unpaid as of the date of cancellation. Notwithstanding the foregoing, the CONTRACTOR shall use reasonable efforts to secure employment of its services for all or part of the Vessel Services Period and the CONTRACTOR shall credit to the CHARTERER any amount earned as a result of such employment during all or part of the Vessel Services Period, less the CONTRACTOR's reasonable expenses in securing such employment.

2. If the Vessel has taken on any provisions before the date of cancellation and such provisions cannot be returned or reused by the CONTRACTOR, then the OWNER shall deduct the cost of such provisions from any sums advanced by the CHARTERER for such expenses and credit to the CHARTERER the balance of any such sums. If the CHARTERER has not advanced any such sums, or if such sums are insufficient to pay such expenses, then the CHARTERER shall pay the OWNER for such expenses, or the CHARTERER shall pay to the OWNER the difference between such expenses and any such sums advanced, as the case may be.

3. If the CHARTERER fails to pay any amount due under this Agreement within seven (7) calendar days' notice in writing from the CONTRACTOR of such failure, then the CONTRACTOR may terminate this Agreement and retain any payments made by the CHARTERER as of the date of termination and the CHARTERER shall pay to the CONTRACTOR any payments due but unpaid as of the date of termination.

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## Paragraph 8. BREAKDOWN OR DISABLEMENT

1. If during the Vessel Services Period the Vessel becomes disabled by breakdown of machinery, grounding, collision, or other cause so as to prevent the reasonable use of the Vessel by the CHARTERER for a period between twelve (12) and forty-eight (48) consecutive hours or one-tenth (1/10) of the Vessel Services Period, whichever is shorter, then the CONTRACTOR shall refund to the CHARTERER a pro rata portion of the Vessel Services Fee or, alternatively, the CONTRACTOR and the CHARTERER may agree to extend the Vessel Services Period for a time equal to the period of disablement.

2. If during the Vessel Services Period the Vessel is disabled for a period of more than forty-eight (48) hours or one-tenth (1/10) of the Vessel Services Period, whichever is shorter, or if the Vessel becomes an actual or constructive total loss, then the CHARTERER may terminate this Agreement and the CONTRACTOR shall refund an amount of the Vessel Services Fee proportional to the time remaining in the Vessel Services Period when the disablement began or the loss occurred.

## Paragraph 9. DEFINITIONS

1. Force Majeure. In this Agreement "Force Majeure" means any cause directly attributable to acts, events, non-happenings, omissions, accidents, or Acts of God beyond the reasonable control of the CHARTERER or the CONTRACTOR, including, without limitation, strikes, lock-outs, or other labor disputes, civil commotion, riots, blockade, invasion, war, fire, explosion, sabotage, storm, collision, grounding, fog, governmental act, or regulation, major mechanical, or electrical breakdown beyond the CONTRACTOR's control and not caused by the CONTRACTOR's negligence. Shipyard delays not attributable to the aforementioned conditions do not constitute Force Majeure. Crew changes do not constitute Force Majeure.

2. CONTRACTOR, CHARTERER. As used herein, the terms "CONTRACTOR," and "CHARTERER," and corresponding pronouns shall be construed to apply whether the CONTRACTOR, or CHARTERER, is male or female, corporate or an individual, or singular or plural, as the case may be.

3. Working Days and Hours. A "Working Day" is a day on which the bank of the CONTRACTOR named on Page 1 of this Agreement is open for business. A "Working Hour" is an hour between 9 a.m. and 5 p.m., in the time zone where such bank is located, on a Working Day.

## Paragraph 10. LAW AND ARBITRATION

1. This Agreement will be governed by and construed in accordance with the maritime law of the United States and, to the extent such law fails to supply a rule of decision, the law of the State of Florida regardless of any conflicts-of-law principles that would require the application of any other law.

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1. (cont.) Any dispute arising out of or in connection with this Agreement or any alleged breach hereof will be resolved by binding and confidential arbitration in Fort Lauderdale, Florida, or such other place as the Parties may agree in writing, in accordance with the Rules of the Miami Maritime Arbitration Council (the "MMAC") current when the arbitration proceedings are commenced.
  
2. A party wishing to refer a dispute to arbitration shall send notice in writing to the other party appointing its arbitrator and requiring the other party to appoint its arbitrator within seven (7) calendar days of such notice. If the other party fails to appoint an arbitrator within seven (7) calendar days of such notice, then the first party's arbitrator will act as sole arbitrator. Otherwise, upon the other party's appointment of the second arbitrator, the two arbitrators so appointed will appoint jointly, within seven (7) calendar days, the third arbitrator, who will serve as chairperson of the panel with respect to administrative matters. If the two arbitrators fail to appoint a third arbitrator within seven (7) calendar days, then either party may apply to the MMAC to appoint the third arbitrator. The sole arbitrator or the three arbitrators, as the case may be, will resolve the dispute as soon as practicable, but in any case no more than ninety (90) calendar days after the date on which the first arbitrator was appointed.
  
3. The decision of the arbitrator, if a sole arbitrator, or the arbitrators or any two of them, if a panel of three arbitrators, will be final and binding on the Parties and may be enforced by any court of competent jurisdiction. The arbitrator or arbitrators will award costs and expenses of arbitration, including, without limitation, costs of expert witnesses and attorneys' fees, to the prevailing party as provided in Clause 13.
  
4. In cases in which the total amount of all claims, including any counterclaims, does not exceed fifty thousand dollars (\$50,000) or an equivalent sum in another currency, or if the Parties agree in writing, the arbitration will be conducted in accordance with the Simplified Claims Procedure of the MMAC current when the arbitration proceedings are commenced.
  
5. Notwithstanding the above, the Parties may agree in writing at any time to refer any dispute arising out of or in connection with this Agreement to mediation before such person and according to such rules as the Parties may agree.
  
6. The Parties shall not bring any proceedings in any other forum or jurisdiction based on any claim arising out of or in connection with this Agreement, except that either party may bring (a) proceedings in any jurisdiction to arrest or attach the property of the other party as security for an arbitration award or (b) such other proceedings as may be necessary to ratify, enforce, or confirm an arbitration award.
  
7. If notice of arbitration proceedings is given by either party, the CONTRACTOR, after receiving notification of such proceedings, shall not deal with those monies held by them without the written agreement of both Parties or in accordance with the order of the Arbitrators or their final award. With the written agreement of both Parties, the CONTRACTOR may pay the monies into an escrow account jointly controlled by the accredited legal representatives of both Parties pending the result of the arbitration.

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## **Paragraph 11. PAYMENT OF VESSEL SERVICES FEE AND APA TO CONTRACTOR**

If the CONTRACTOR receives notice of a complaint as aforesaid, the CONTRACTOR shall retain the balance of the Vessel Services Fee for fourteen (14) calendar days after the end of the Vessel Services Period. If the CONTRACTOR and the CHARTERER agree to resolve the complaint within that period, the CONTRACTOR shall disburse the balance of the Vessel Services Fee as directed in a writing signed by both the CONTRACTOR and the CHARTERER. If the CONTRACTOR receives notice of arbitration from the CHARTERER as provided in Clause 10 within that period, the CONTRACTOR shall hold the balance of the Vessel Services Fee until the arbitration results in an award or the CONTRACTOR and the CHARTERER resolve the matter by agreement, whichever happens first. The CONTRACTOR shall immediately thereafter disburse the balance of the Vessel Services Fee as provided in a final arbitration award or an agreement signed by both the CONTRACTOR and the CHARTERER. If the complaint has not been resolved by agreement and neither the CONTRACTOR nor the CHARTERER has given notice of arbitration as provided in Clause 10 within fourteen (14) days of the end of the Vessel Services Period, the CONTRACTOR shall pay the balance of the Vessel Services Fee to the CONTRACTOR.

## **Paragraph 12. NOTICES**

Any notice given or required to be given by the CHARTERER or the CONTRACTOR under this Agreement will be communicated in any form of writing and will be deemed to have been properly given as follows: (a) if by mail, when and if dispatched pre-paid and properly addressed by mail or bona fide courier service; (b) if by fax, when and if transmitted with confirmation; and (c) if by email, when and if transmitted without any error or nondelivery message. Notice must be given, in the case of the CONTRACTOR, to him at their respective addresses set forth on Page 1 of this Agreement or, in the case of the CHARTERER, to the CHARTERER's address set forth on Page 1 of this Agreement, or, where appropriate, to the CHARTERER on board the Vessel.

## **Paragraph 13. ATTORNEY'S FEES**

In any arbitration or litigation arising out of or in connection with this Agreement, the prevailing party will be entitled to recover from the non-prevailing party or parties, in addition to any other relief to which the prevailing party may be entitled, reasonable attorneys' fees (including paralegal fees), court costs, and all other expenses incurred in such arbitration or litigation by the prevailing party, even if not taxable as court costs, including, without limitation, all fees, costs, and expenses incident to appeals. For purposes of this Clause 13, a party will be considered the "prevailing party" to the extent that (a) such party initiated the proceedings and substantially obtained the relief it sought, whether by award, judgment, or voluntary agreement; (b) such party did not initiate the proceedings and did not obtain award or judgment in its favor, but the other party did not substantially obtain the relief it sought; or (c) such party did not initiate the proceedings and the other party to the proceedings withdrew its claim or action without having substantially obtained the relief it sought. Nothing in this Clause 13 will be construed to affect the mandatory arbitration provisions of Paragraph 10 of this Agreement.

Initial: Owner: \_\_\_\_\_ Charterer: \_\_\_\_\_



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**Paragraph 14. BINDING AGREEMENT**

All of the terms and provisions of this Agreement, whether expressed or not, will be binding upon, inure to the benefit of, and be enforceable by the Parties and their representatives, heirs, and assigns. Any rights given or duties imposed upon the estate of a deceased party will inure to the benefit of, and be binding upon, the fiduciary of such decedent's estate in his fiduciary capacity.

**Paragraph 15. WAIVER OR MODIFICATION**

This Agreement is the entire agreement between the Parties. No waiver or modification of this Agreement will be effective unless in writing and signed by the Parties.

**Paragraph 16. NON-ASSIGNMENT**

The CONTRACTOR shall not assign this Agreement without the written consent of the CHARTERER.

**Paragraph 17. ADDITIONAL CONDITIONS**

SAMPLE

Initial: Owner: \_\_\_\_\_ Charterer: \_\_\_\_\_