

## Charter By Cabin Agreement

### Terms and Conditions

IMPORTANT NOTICE: THESE ARE THE TERMS AND CONDITIONS OF THE LEGALLY BINDING CONTRACT BETWEEN YOU AND CBC YACHTS WORLDWIDE, LLC. THIS AGREEMENT CONTAINS SUBSTANTIAL PENALTIES FOR CANCELLATION, AS WELL AS CERTAIN LIMITATIONS OF LIABILITY, INCLUDING LIMITATIONS CONCERNING OUR LIABILITY FOR YOUR DEATH, ILLNESS OR INJURY, AS WELL AS LIMITATIONS CONCERNING DAMAGE CLAIMS RELATING TO BAGGAGE AND PERSONAL PROPERTY. PLEASE READ ALL THESE TERMS AND CONDITIONS CAREFULLY, PARTICULARLY CLAUSES 10, 11 AND 27 GOVERNING OUR LIABILITY AND YOUR RIGHT TO SUE OR ARBITRATE. THANK YOU FOR TAKING THE TIME TO FAMILIARIZE YOURSELF WITH THESE TERMS AND CONDITIONS.

**1. Introduction.** Upon booking the Cruise, You agree to be bound by all of the terms and conditions which follow, including specifically those regarding your rights to sue, claims subject to a binding arbitration, governing law, forum and jurisdiction. Except as otherwise expressly provided herein, this Agreement constitutes the entire agreement between You and CBC and supersedes all other agreements, oral, implied or written. Any alteration to any term of this Agreement must be in writing and signed by CBC. Except as provided in Clause 21 below, should any provision of this Agreement be unenforceable, contrary to or invalid by virtue of the law of the jurisdiction in which this Agreement is sought to be enforced or be so held by a court of competent jurisdiction, such provision(s) shall be deemed to be severed from the Agreement and of no effect and all remaining provisions herein shall be in full force and effect and constitute the Agreement. You agree that, except as otherwise expressly provided herein, and in Clause 19(a), any and all disputes whatsoever arising out or relating to this Agreement or Your cruise, as well as the interpretation, applicability, and enforcement of this Agreement shall be governed exclusively by the general maritime law of the United States, without regard to choice of law rules, which replaces, supersedes and preempts any provision of law of any state or nation to the contrary. CBC strongly recommends that You obtain Your own Vacation Protection Insurance coverage to protect against loss or damage to baggage and personal effects, trip cancellation and emergency evacuations, accidental death or injury, illness and medical expenses sustained or incurred in connection with Your Cruise.

**2. Cruise Fare.** We acknowledge receipt of payment by You of the total Cruise Fare and We agree to transport You from the scheduled port of embarkation to the scheduled port of final destination according to all of the terms, conditions, limitations and exceptions contained in this Agreement. The Cruise Fare paid by You covers all normal shipboard services, meals including beer, wine, spirits, sodas or other bottled beverages, accommodations and facilities. The Cruise Fare does not include charges for other incidental items, premium wines and spirits, activities, certain shore excursions, medical services or personal services you purchase during the Cruise.

**3. CBC'S Discretion.** We reserve the right at any time, without notice or liability for refund, payment or compensation of any kind or credit except as provided herein, to cancel any Cruise, change or postpone the date or time of sailing or arrival, change the port of embarkation or final destination, shorten the Cruise or substitute the Yacht. If We make any of the changes described above, We will be responsible to You as follows In full and final settlement of all claims and liabilities of CBC In connection with such actions:

**a.** If We cancel the Cruise before it has started, We will refund the full Cruise Fare that We have actually received.

**b.** If the scheduled sailing date or time is delayed and as a result of that delay, You are not otherwise accommodated on board the Yacht, We may arrange hotel accommodations and food at no additional expense to You for the duration of the delay.

**c.** If the scheduled port of embarkation or final destination is changed, We will arrange transportation to the new port from the originally scheduled port.

**d.** If the Cruise is terminated early due to an unresolved mechanical failure, We will make a proportionate refund of the Cruise Fare. In such event, You are also entitled at Our option to transportation to the Yacht's scheduled port of disembarkation or Your home city at Our expense. Additionally, when such disembarkation caused by mechanical failure of the Yacht at an unscheduled port requires an overnight stay, You are also entitled to lodging at the unscheduled port of disembarkation at Our expense.

**e.** If the United States Department of State publishes a Public Announcement regarding a specific country or location included in the scheduled itinerary, We reserve the right to operate the Cruise as scheduled or to change the itinerary, at Our discretion with no further liability for refund, payment, compensation or credit of any kind.

**f.** If the Cruise is shortened or terminated, (for reasons other than mechanical failures of the Yacht), We will, at Our option, either make a proportionate refund of the Cruise Fare or We will transfer You to another yacht or the port of final destination by other means. If the scheduled length of the Cruise is increased, You will have no responsibility for the cost of the additional Cruise Fare and We will have no responsibility to pay or compensate You in any manner, including any direct or consequential damages. In either of the above circumstances, Our responsibility ends once We return You to the point of origination as booked and ticketed by Us.

**4. This Agreement Is Non-Transferable.** This Agreement is not transferable or assignable by You and is valid only on the Yacht and for the Cruise shown above. Please refer to Your Confirmation for payment terms. No reservations will be issued on a binding basis unless We, or our representative receive the required payments. We reserve all rights concerning the pricing and

payment of all Cruise Fares. Certain changes to Your reservations may constitute a cancellation and are therefore subject to cancellation charges as outlined in Clause 5 of this Agreement.

**5. Cancellation Policy** You are not entitled to any refund, payment, compensation of any kind or credit for cancellation except as provided in this section. Cancellation penalties will apply when the entire Cruise booking is cancelled. Cancellation charges are imposed regardless of resale of the Cruise. We highly recommend that Guests purchase vacation protection insurance. A refund of amounts already paid to Us will be made, less any applicable cancellation penalty. All appropriate refunds may be made either to You or to Your charter broker or travel agent, if You are so represented, in the same form as received. If the cancellation charge is more than Your advance payment, You agree to be liable to Us for the difference. Please note that some agents may, in their discretion, withhold an agency cancellation charge. We shall have no responsibility to You for any such agency cancellation charge. Changes to a reservation after deposit and/or full payment has been received and prior to issuance of travel documents may result in assessment of administrative fees and service charges. Administrative fees and service charges will vary and are based on the type of change made to Your Cruise departure or itinerary. Guests are responsible for any additional costs incurred as a result of these changes. Some changes, including name changes, are considered cancellations and applicable fees will be assessed. No refund, payment, compensation or credit of any kind will be made except as specifically outlined in this Agreement. It is the Guest's sole responsibility to obtain and have available when necessary the appropriate valid travel documents, including without limitation, passports, visas, proof of citizenship, re-entry permits, minor's permissions, medical certificates and all other documents necessary for ports of call in the countries to which Guest will travel. We reserve the right to consider this Agreement as canceled and the applicable fare forfeited if You do not use this Agreement for the Yacht or other yachts substituted, for Your failure to bring proper travel and/or health documents as required, or if You use this Agreement for only part of the voyage or tour indicated hereon, for any reason, whether or not due to causes beyond Your control. Both parties agree to the following provisions:

- a.** Should the You give notice of cancellation of this Agreement on or at any time before commencement of the Cruise Period the You will remain liable for all payments due prior to and unpaid at the date of cancellation.
- b.** Should You give notice of cancellation or should the You fail after having been given notice to pay any amount payable under this Agreement, the We will be entitled to treat this Agreement as having been repudiated by the You and to retain the full amount of all payments made by the You.

**6. Guests Warranties.** You warrant that You and all other Guests traveling with You are physically, emotionally and otherwise fit to undertake the Cruise; that You and they have received all medical inoculations necessary; that You and they will at all times comply with the Yacht's rules and regulations and orders and directions of the Yacht's Master, officers and medical staff, and that Your conduct will not impair the safety of the Yacht or jeopardize or inconvenience yourself or other guests. We may, without liability for any refund, payment, compensation or credit

of any kind, refuse to embark, or may disembark, confine to a stateroom, quarantine or limit the activities during the Cruise at any time or at any port of any Guest who may be suffering from contagious or infectious disease or whose presence, or that of any accompanying child, in the opinion of the CBC, the Master, or any doctor, may be detrimental to the comfort, enjoyment or safety of other persons, or who, in the CBC's or Master's opinion, might create a risk of harm to himself/herself or any other person, or who may be excluded from landing at the destination by Immigration or other Governmental Authorities. In such cases, the Guest shall not be entitled to any refund of the Cruise Fare or any payment, compensation or credit whatsoever.

**7. Embarkation.** Upon embarkation, You shall have in Your possession this Agreement, valid passport, visas, inoculations cards, minor's permissions and all other documents necessary for the scheduled ports of call and final destination. We, as CBC, shall not be liable for any losses or delays incurred by Your failure, or that of others, to maintain all of said necessary documents. You are required to be aboard the Yacht at least two (2) hours before scheduled departure time. We reserve the right, in our sole discretion, to deny embarkation to any person for any reason other than discrimination on the basis of race, religion, national origin, gender, sexual preference, disability or other legally impermissible classification. In any case described in the preceding sentence, We shall refund to You the Cruise Fare paid by You and We shall have no further liability to You whatsoever. In addition, Clause 16 below requires You to advise Us in writing of any physical, emotional or mental condition which may require special attention, accommodation or treatment during the Cruise and to advise Us if You require the use of a wheelchair or other similar permitted equipment or service animal. Under Clause 16, We may require as a condition to embarkation a certificate of fitness for certain Guests. You may be refused embarkation if You fail to follow the certificate of fitness requirements of Clause 16 or if You attempt to bring on the Yacht equipment not permitted on board, in which case You shall forfeit the applicable Cruise Fare in full, and We shall have no further liability to You whatsoever.

**8. CBC'S Rights.** The Yacht, either before embarkation or at any time thereafter and whether or not required by any maritime necessity, may remain in port, proceed by any route and deviate from or change the advertised scheduled or intended route at any stage of the voyage and may proceed to and stay at any places whatsoever, although in a contrary direction to, or outside of, or beyond the usual route, one or more times, in any order, for loading or discharging fuel, stores, laborers, stowaways, Guests, or members of the Yacht's company, for this, or any prior or subsequent voyage and/or for any purpose whatsoever that We, or the Master may deem advisable. Any such procedure shall be considered not to be a deviation but within the voyage herein intended as fully as if specifically described herein. The above mentioned provisions are not to be considered as restricted by any words of this Agreement. The Yacht may adjust compass, drydock or go on ways before or after commencement of the voyage and may sail without pilots, tow or be towed, and assist vessels in all situations and deviate for the purposes of saving life or property. Except as provided in Clause 3(c), if the performance of the proposed voyage is hindered or prevented (or in the opinion of CBC or Master, is likely to be hindered or prevented) by war, hostilities, blockage, ice, labor conflicts, weather, surf, shallow waters, insurrections, disturbances, on board or ashore, restraint of any Governmental Authority, breakdown of the Yacht, congestions, docking difficulties or any other cause whatsoever, or if We, or the Master of the Yacht consider that for

any reason whatsoever, beyond the control of CBC, proceeding to, attempting to enter, or entering or remaining at any port may expose the Yacht to risk of loss or damage, or be likely to delay the Yacht, You and Your baggage may be landed at any port or place at which the Yacht may call, in which event Our responsibility shall cease and this Agreement shall be deemed to have been fully performed, or if You have not embarked, We may cancel the proposed voyage without liability to refund any Cruise Fares paid in advance.

## **9. CBC'S Liability.**

**a. CBC SHALL BE ENTITLED TO ALL THE EXEMPTIONS FROM AND LIMITATIONS OF LIABILITY PROVIDED IN OR AUTHORIZED BY THE LAWS OF THE UNITED STATES (INCLUDING TITLE 46 U.S. CODE SECTIONS 30501-30509, AND 30511).**

**b. Force Majeure:** CBC shall not be liable in any way to the Guest for death, bodily injury, illness, damages, delay or other loss or detriment to person or property or for CBC's failure to commence, perform and/or complete any duty owed to You if such death, delay, bodily injury, (including emotional distress or injury), illness, damage or other loss or detriment to person or property is caused by Act of God, war or warlike operations, terrorist activities, civil commotions, labor difficulties, whether or not CBC is a party thereto, interference by authorities, requisitioning of the Yacht, political disturbance, inability to secure or failure of supplies, perils of the sea, collision, foundering of the Yacht, explosion, riot, insurrection and governmental restraint, fire, or any other cause whatsoever beyond Our reasonable control.

**c. Baggage and Property:** We will not be liable for loss of or damage to Your property in any amount exceeding US\$500 per Guest. Should You desire an extension of Our liability of US\$500, You should declare the true value of the property in writing and pay to Us an amount of money calculated at 5% of the true value declared, up to US\$5,000. Liability will then be extended to the amount of the true value declared but in no event exceeding US\$5,000. We shall in no event be liable for the loss of or damage to cash, securities, gold, silverware, jewelry, ornaments, works of art or other valuables, including but not limited to those specified in Title 46 of the United States Code Section 30503, unless the same have been deposited with Us against receipt for the agreed purpose of safekeeping. In the event of such a deposit, Our liability for loss or damage thereof shall be limited to US\$500, unless value exceeding that amount be declared in writing. If the declared value exceeds US\$100, We are entitled to charge 5% of value declared, up to US\$5,000. Upon payment of this charge, liability, if any, will be extended to the true value declared but in no event shall We be liable for an amount exceeding US\$5,000. CBC reserves the right to refuse any items that may be considered dangerous (explosives, firearms, compressed gases, liquid oxygen, combustible or illegal items) or controlled or prohibited substances, or any other item prohibited by applicable law or that CBC or Master deems in its sole discretion to be

detrimental to the safety or comfort of any person. You agree and consent to CBC's right to search any baggage and enter and conduct a reasonable search of Your stateroom, personal safe or storage spaces or search You, and You agree and consent to the removal and confiscation or destruction of any object in the interest of international security and safety at sea and in the interest of the convenience and safety of other guests. All hand-carried luggage and personal effects are the responsibility of the Guest at all times. CBC is not responsible for the loss of or damage to Guests' luggage. Baggage insurance is recommended. Luggage and personal belongings will be taken off the Yacht upon Guest debarkation. Under no circumstances will luggage be kept on board without the owner of such luggage being on the vessel. Guests may bring a reasonable amount of luggage on board Our Yachts. No baggage or items heavier than 70 lbs. will be loaded onto or offloaded from Our Yachts. Notwithstanding the foregoing, in no event shall We be liable to You with respect to any occurrence prior to embarkation or after disembarkation from the Yacht. In no event shall We be liable to You with respect to any occurrence taking place other than on the Yacht or launches, tender or other craft owned or operated by Us, or with respect to any baggage, when the same is in Our custody at any shore side installation. You agree that any baggage or property, including all lost and found items retained by CBC or delivered by You to CBC, which remains unclaimed for more than 90 days after Your disembarkation shall be deemed abandoned and the sole property of CBC and You relinquish any claim thereto. You further agree to pay all fees and expenses incurred by CBC to deliver any such items that are claimed by You. Any luggage not delivered to the Vessel by time of sailing may be subject to shipping and handling costs, for rerouting to an alternate port on Your itinerary. In this instance, You may be assessed, and You agree to pay, any and all related charges incurred by CBC to have Your luggage delivered to You.

**d. Emotional Distress:** CBC hereby disclaims all liability to the Guest for damages for emotional distress, mental anguish or psychological injury of any kind, under any circumstances, when such damages were neither the result of a physical injury to the Guest, nor the result of that Guest having been at actual risk of physical injury, nor were intentionally inflicted by CBC.

**e. Shore Excursions and Other Transportation, Services and Facilities:** We shall in no event be liable to You with respect to any occurrence prior to embarkation or after disembarkation from the Ship named herein or any substitute Yacht, except for transportation by water which is carried out by means of a conveyance provided by Us including the Yacht and our tenders. If we have made arrangements on Your behalf for the provision of travel facilities other than water transportation with various independent contractors, such arrangements were made solely as a convenience and not as an agent of those independent contractors, for which a surcharge may be imposed. CBC does not undertake to supervise or control such independent contractors or their employees, conveyances or facilities, and

accepts no liability for any loss, delay, damage, injury, death, misrepresentation or disappointment whatsoever resulting therefrom. CBC makes no representation, either express or implied, regarding the suitability, safety, insurance or other aspects of any such independent contractors, transportation, tours, services, products or facilities and CBC's liability for nonperformance of any independent contractor providing such facilities or services shall be limited to a refund of the amounts received by CBC on the Guest's behalf, if any. We assume no responsibility in whole or in part for any delays, delayed departures or arrivals, missed connections, loss, death, damage or injury to person or property or accident, mechanical defect, failure or negligence of any nature whatever caused in connection with any accommodations, transportation, services or facilities, substitution of hotels, common CBCs or equipment with or without notice or for any additional expenses occasioned thereby. If the entire Cruise is canceled by Us for any reason, Guests shall have no claim other than for a full refund of the Cruise Fare. This Agreement constitutes the sole agreement between CBC and You, it being understood that the various independent contractors otherwise participating in the Cruise will enter into their own separate contractual arrangements with You, and that You assume the risk of utilizing the services and facilities of those independent contractors.

**10. Dangerous Items.** Only such personal wearing apparel, effects and gifts as are necessary and appropriate for the voyage may be brought on board by You. Any piece of baggage must weigh less than 70 pounds, and be distinctly labeled with Your name, Yacht's name, cabin number and sailing date. You may not possess firearms, explosives, flammable materials or other hazardous goods or controlled or prohibited substances, or any other item prohibited by applicable law or that CBC or the Yacht's Master deem in their sole discretion to be detrimental to the safety or comfort of any person. Such goods shall be surrendered to the Master at embarkation, and in Our discretion may be confiscated, destroyed or surrendered to authorities. You shall have no claim for loss or inconvenience thereby incurred. We assume no responsibility for any loss of or damage to Your perishable items, medicines, valuables, financial instruments, electronic equipment and the like, except as specifically provided in this Agreement.

**11. Smoking Policy.** Guests are reminded that smoking constitutes a serious health and safety hazard that may result from the combustion of accommodation areas and furnishings and thus is expressly forbidden in all staterooms, suites and on verandas. For the safety and comfort of Your fellow guests, We request Your cooperation and compliance with this policy. Guests choosing to disregard the policy may be subject to monetary penalties - up to the Cruise Fare paid for passage - that will be imposed to cover the costs associated with the required cleaning of stateroom furnishings, and surrounding deck and accommodation areas. Guests are also reminded that the Master of the Yacht reserves the right to disembark any Guests, without prior warning, for violation of this policy and said Guest(s) shall be responsible for all fees levied by governmental or quasi-governmental authorities, all costs associated with repatriation and Yacht's loss of revenues from said forced disembarkation or costs associated with repairs or replacement of furnishings as a result of combustion of accommodation areas found to be caused by said Guest(s).

Our Yachts are generally non-smoking; however, smoking may be permitted in certain designated areas.

**12. Alcohol Policy.** Guests agree that the purchase and consumption of alcoholic beverages will be limited to Guests who are 21 years or older and no Guest will attempt to purchase or consume such beverages in violation of this policy under any circumstances, either for themselves or others. CBC will refuse and prohibit the service of alcoholic beverages to Guests under the age of 21 years. Guests are reminded to consume alcohol in moderation and CBC reserves the right to refuse such beverages to any intoxicated or underage Guest.

**13. Pets.** No pets or other animals are allowed on board the Yacht.

**14. Indemnification.** You agree to indemnify Us for all penalties, fines, charges, losses or damages of any nature incurred or imposed upon Us or the Yacht by virtue of any act or violation of law by You or by all Guests named on or traveling under this Agreement.

**15. Children.** Infants must be six months of age as of the first day of the cruise. For voyages that have three or more consecutive days at sea, infants must be at least one year of age as of the first day of the cruise. Guests traveling with a young infant that does not meet the infant policy will be denied boarding. No refunds or any other compensation shall be due from CBC as a result of the denial of boarding to an underage infant or any accompanying guests. CBC requires that Guests under the age of 18 be accompanied by and occupy the same accommodations as a parent or other responsible adult 18 years or older who shall remain responsible for the conduct of such children at all times during the Cruise. We do not provide services for the care, entertainment or supervision of children. Each adult Guest hereby agrees and warrants that he/she will supervise any accompanying children at all times to ensure these policies, along with all other rules of the CBC and Yacht, are strictly adhered to. Each Guest agrees to indemnify and hold CBC harmless from any claims, expenses, loss or damages caused by the presence of any children in the care of such Guest during the Cruise.

**16. Health Consideration.** Due to the nature of travel by sea aboard a yacht, and the ports visited, the availability of medical care may be limited or delayed and emergency medical care and evacuation may not be available from every destination to which the Yacht sails. Because of the lack of elevators, and the requirement of using a passerelle or gangway to board the Yacht, We are unable to accommodate Guests that require the use of wheelchairs. A certificate of fitness may be required for certain Guests with communicable diseases. Guests acknowledge and understand that certain international safety requirements, shipbuilding standards, and/or applicable regulations involving design, construction or operation of the Yacht may restrict access to facilities or activities for persons with mobility, communication or other impairments or special needs. Decisions made by the Master of the Yacht in such circumstances will be binding in all instances. If You are a Guest with Special Needs, You must bring and be responsible for all necessary items related to Your condition. If any such condition arises after the Cruise is booked, You are required to advise Us in writing immediately. Any Guest who requires oxygen canisters or oxygen concentrators must independently make all the necessary arrangements, including procuring and moving any oxygen containers while on board. Please be advised that liquid oxygen is not

permitted on board the Yacht. Failure to obtain a certificate of fitness when required as described above, or Your attempt to bring on the Yacht equipment not permitted on board may result in denial of embarkation and forfeiture of the applicable Cruise Fare and in such event We shall have no liability for refund, payment, compensation or credit of any kind. Women who have or will enter their twenty-fourth week of pregnancy at the beginning of or at any time during the Cruise agree not to request a booking or present themselves for boarding and will forfeit their Cruise Fare if they board in violation of this policy.

**17. General Average.** You will not be liable to pay, nor be entitled to receive, any general average contribution in with respect to property taken with You on the Yacht.

**18. Payments.** Any and all payments made by You to Us shall be made in currency of the United States of America. All charges for services and products provided on board the Yacht must be settled in cash or charged (via credit card acceptable to Us) before Your final disembarkation from the Yacht. Any other expenses incurred by You or by Us on Your behalf shall be payable by You on demand. CBC accepts no responsibility for credit card processing fees independently assessed by issuing banks. None of these fees separately charged by the issuing banks accrues to the benefit of CBC.

**19. CBC'S Reserved Rights.** Nothing contained in this Agreement shall be construed to limit or deprive Us of the benefit of Subtitle III of Title 46, United States Code, (as revised and amended) or of any other Statute or law whatsoever which might be applicable providing for exoneration from or limitation of liability. The provisions of Clause 9 shall extend to each of the independent contractors (including caterers and concessionaires) as well as Our servants and agents and the Yacht as defined in Clause 24, and for this purpose shall be deemed to constitute a contract entered into between You and Us, on behalf of all persons who are or may be Our servants or agents from time to time, and all such persons shall to this extent be deemed to be parties to this Agreement. If any other person should be held responsible, he, she or it shall be entitled to all of the benefits, limitations and exceptions mentioned in this Agreement. This Agreement and every term and provision hereof shall be and remain in full force and effect during all periods when We are under any responsibility to You or for Your property for any reason whatsoever.

**20. Guest's Covenants.** You covenant and warrant that You are duly authorized by or on behalf of all Guests named on or traveling under this Agreement to agree to all terms, conditions, limitations and exceptions herein contained, and by accepting and/or using this Agreement he or she and/or they do agree accordingly and do agree that the same shall be binding on them with the same force and effect as if they and every one of them signed this Agreement. Guest must take proper steps (including provision of all necessary documents) as may be required to enable him or her to land at his or her port of destination and generally to comply with the laws of the country in which such port is situated. We shall not in any circumstances whatsoever, whether or not such documents are produced to Us by You, be responsible for any information or advice as to said laws as may be given by You to Us nor shall We be liable for the consequence of any insufficiency or irregularity in such documents or the noncompliance by You with such laws.

**21. Forum, Claims Subject to Binding Arbitration, Time Limits for Claims, And Class Action Waiver.**

**a. SUITS FOR PERSONAL INJURY, ILLNESS OR DEATH: NO SUIT SHALL BE MAINTAINED AGAINST US FOR PERSONAL INJURY, ILLNESS OR DEATH OF THE GUEST ARISING FROM, RELATED TO OR CONNECTED WITH THE CRUISE, OR THIS AGREEMENT, UNLESS WRITTEN NOTICE OF THE CLAIM WITH FULL PARTICULARS BE DELIVERED TO US OR OUR AGENT AT ANY ADDRESS SET FORTH HEREIN WITHIN SIX (6) MONTHS FROM THE DATE OF SUCH INJURY, ILLNESS OR DEATH; AND IN NO EVENT SHALL ANY SUIT FOR ANY CAUSE AGAINST US WITH RESPECT TO PERSONAL INJURY, ILLNESS OR DEATH BE MAINTAINABLE, UNLESS SUIT SHALL BE COMMENCED WITHIN ONE (1) YEAR FROM THE DATE OF SUCH INJURY, ILLNESS OR DEATH, NOTWITHSTANDING ANY PROVISION OF LAW OF ANY STATE OR COUNTRY TO THE CONTRARY.**

**b. ARBITRATION AND FORUM FOR SMALL CLAIMS, AND ALL OTHER CLAIMS: ANY AND ALL DISPUTES, CLAIMS, OR CONTROVERSIES WHATSOEVER, OTHER THAN FOR PERSONAL INJURY, ILLNESS OR DEATH OF A GUEST, WHETHER BASED ON CONTRACT, TORT, STATUTORY, CONSTITUTIONAL OR OTHER LEGAL RIGHTS, INCLUDING BUT NOT LIMITED TO ALLEGED VIOLATION OF CIVIL RIGHTS, DISCRIMINATION, CONSUMER OR PRIVACY LAWS, OR FOR ANY LOSSES, DAMAGES OR EXPENSES, RELATING TO OR IN ANY WAY ARISING OUT OF OR CONNECTED WITH THIS AGREEMENT OR GUEST'S CRUISE, NO MATTER HOW DESCRIBED, PLEADED OR STYLED, BETWEEN THE GUEST AND CBC, WITH THE SOLE EXCEPTION OF CLAIMS BROUGHT AND LITIGATED IN SMALL CLAIMS COURT IN MIAMI-DADE COUNTY, FLORIDA, SHALL BE REFERRED TO AND RESOLVED EXCLUSIVELY BY BINDING ARBITRATION PURSUANT TO THE UNITED NATIONS CONVENTION ON THE RECOGNITION AND ENFORCEMENT OF FOREIGN ARBITRAL AWARDS (NEW YORK 1958), 21 U.S.T. 2517, 330 U.N.T.S. 3, 1970 U.S.T. LEXIS 115, 9 U.S.C. §§ 202-208 ("THE CONVENTION") AND THE FEDERAL ARBITRATION ACT, 9 U.S.C. §§ 1, ET SEQ., ("FAA") SOLELY IN MIAMI-DADE COUNTY, FLORIDA, U.S.A. TO THE EXCLUSION OF ANY OTHER FORUM. GUEST HEREBY CONSENTS TO JURISDICTION AND WAIVES ANY VENUE OR OTHER OBJECTION THAT MAY BE AVAILABLE TO ANY SUCH ARBITRATION PROCEEDING IN MIAMI-DADE COUNTY, FLORIDA. THE ARBITRATION SHALL BE ADMINISTERED BY THE NATIONAL ARBITRATION AND MEDIATION ("NAM") UNDER ITS COMPREHENSIVE DISPUTE RESOLUTION RULES AND PROCEDURES AND THE FEE SCHEDULE IN EFFECT AT THE TIME OF FILING THE DISPUTE WITH NAM WHICH ARE**

DEEMED TO BE INCORPORATED HEREIN BY REFERENCE. NAM CAN BE CONTRACTED AT 800-358-2550, ATTENTION COMMERCIAL CLAIMS DEPT., 990 STEWART AVENUE, FIRST FLOOR, GARDEN CITY, NY 11530, TO RESPOND TO ANY QUESTIONS REGARDING THE ARBITRATION PROCESS, AS WELL AS TO REQUEST A COPY OF NAM'S CURRENT COMPREHENSIVE DISPUTE RESOLUTION RULES AND PROCEDURES AND THE FEE SCHEDULE. NEITHER PARTY WILL HAVE THE RIGHT TO A JURY TRIAL OR TO ENGAGE IN PRE-ARBITRATION DISCOVERY EXCEPT AS PROVIDED IN THE APPLICABLE ARBITRATION RULES AND HEREIN, OR OTHERWISE TO LITIGATE THE CLAIM IN ANY COURT (OTHER THAN SMALL CLAIMS COURT IN MIAMI-DADE COUNTY, FLORIDA). THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. OTHER RIGHTS THAT GUEST OR CBC WOULD HAVE IN COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION. AN AWARD RENDERED BY AN ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION UNDER THE CONVENTION OR FAA. CBC AND GUEST FURTHER AGREE TO PERMIT THE TAKING OF A DEPOSITION UNDER OATH OF THE GUEST ASSERTING THE CLAIM, OR FOR WHOSE BENEFIT THE CLAIM IS ASSERTED, IN ANY SUCH ARBITRATION. IN THE EVENT THIS PROVISION IS DEEMED UNENFORCEABLE BY AN ARBITRATOR OR COURT OF COMPETENT JURISDICTION FOR ANY REASON, THEN AND ONLY THEN THE PROVISIONS OF CLAUSE 21 (c) BELOW GOVERNING FORUM AND JURISDICTION SHALL EXCLUSIVELY APPLY TO ANY LAWSUIT INVOLVING CLAIMS DESCRIBED IN THIS CLAUSE. IN ANY EVENT, NO CLAIM DESCRIBED IN THIS CLAUSE MAY BE BROUGHT AGAINST CBC UNLESS WRITTEN NOTICE GIVING FULL PARTICULARS OF THE CLAIM IS DELIVERED TO CBC WITHIN THIRTY (30) DAYS OF TERMINATION OF THE CRUISE AND LEGAL ACTION ON SUCH CLAIM IS COMMENCED WITHIN SIX (6) MONTHS FROM THE DATE THE CLAIM AROSE, NOTWITHSTANDING ANY PROVISION OF LAW OF ANY STATE OR COUNTRY TO THE CONTRARY.

c. FORUM FOR LAWSUITS: EXCEPT AS OTHERWISE PROVIDED FOR CLAIMS SUBJECT TO ARBITRATION, YOU AND WE AGREE IRREVOCABLY THAT ANY DISPUTE ARISING OUT OF, IN CONNECTION WITH OR INCIDENT TO THIS AGREEMENT OR YOUR CRUISE INCLUDING ANY CLAIM FOR PERSONAL INJURY, SHALL BE LITIGATED, IF AT ALL, BEFORE THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF FLORIDA IN MIAMI, OR AS TO THOSE LAWSUITS OVER WHICH THE FEDERAL COURTS OF THE UNITED STATES LACK SUBJECT MATTER JURISDICTION, BEFORE A COURT LOCATED IN MIAMI-DADE COUNTY, FLORIDA, TO THE

EXCLUSION OF THE COURTS OF ANY OTHER COUNTY, STATE OR COUNTRY.

**d. CLASS ACTION WAIVER:** THIS CONTRACT PROVIDES FOR THE EXCLUSIVE RESOLUTION OF DISPUTES THROUGH INDIVIDUAL LEGAL ACTION OR ARBITRATION ON YOUR OWN BEHALF INSTEAD OF THROUGH ANY CLASS ACTION. EVEN IF THE APPLICABLE LAW PROVIDES OTHERWISE, YOU AGREE THAT ANY LAWSUIT OR ARBITRATION AGAINST CBC WHATSOEVER SHALL BE LITIGATED BY YOU INDIVIDUALLY AND NOT AS A MEMBER OF ANY CLASS OR AS PART OF A CLASS ACTION, AND YOU EXPRESSLY AGREE TO WAIVE ANY LAW ENTITLING YOU TO PARTICIPATE IN A CLASS ACTION. IF YOUR CLAIM IS SUBJECT TO ARBITRATION, THE ARBITRATOR SHALL HAVE NO AUTHORITY TO ARBITRATE CLAIMS ON A CLASS ACTION BASIS. YOU AGREE THAT THIS CLASS ACTION WAIVER SHALL NOT BE SEVERABLE UNDER ANY CIRCUMSTANCES FROM THE ARBITRATION CLAUSE SET FORTH ABOVE, AND IF FOR ANY REASON THIS CLASS ACTION WAIVER IS UNENFORCEABLE AS TO ANY PARTICULAR CLAIM, THEN AND ONLY THEN SUCH CLAIM SHALL NOT BE SUBJECT TO ARBITRATION.

**22. Amendments And Modifications.** In the event amendments or modifications to this Agreement are required they may be added by CBC by means of attached form and will be considered an enforceable part hereof.

**23. Your Charter Broker or Travel Agent.** Charter Brokers, Travel agents, and all other agents are declared to be solely Your agents for the purposes of this Agreement and all further documents concerning the Cruise. Your agent acts for You in making the arrangements for Your Cruise and any related travel, lodging and tours. CBC is not responsible for any representation or conduct of Your travel agent, including but not limited to, any failure to remit Your deposit or other funds to CBC, for which You shall at all times remain liable to CBC, or any failure to remit a refund from CBC to You. Receipt by Your travel agent of this Contract or any other communications, notices or information from CBC shall constitute receipt of such materials by You.

**24. Definitions.**

**a.** The terms “You”, “Your” and “Guest” mean all person(s) purchasing or traveling under this Agreement, including any accompanying minors, and each person’s heirs and personal representatives. Your acceptance of this Agreement represents Your acknowledgment and acceptance of these terms and conditions for You and for all other persons traveling under this Agreement all of whom accept and agree to all the terms and conditions set forth herein.

**b.** The terms “We”, “Us”, “Our” and “CBC” means CBC Yachts Worldwide, LLC, its parent, subsidiaries and affiliates, as well as the owner of the Yacht, and its affiliates. For purposes of the defenses, limitations of liability and rights of CBC

set forth in this Agreement only (but not with respect to any obligations herein or duty to provide passage), “CBC” also includes the Yacht as defined below (or any substituted Yacht), the Yacht’s owners, operators, managers, charterers, and agents, any affiliated or related companies of CBC and in the case of each such entity, their officers, crew, pilots, agents or employees, and all concessionaires, independent contractors, shipbuilders and manufacturers of all component parts, launches, craft or facilities, whether provided at sea or on shore, belonging to any such Yacht or owned or operated by its owners, operators, managers, agents, charterers, contractors or concessionaires.

**c.** The term “Yacht” means the vessel chartered, operated, or provided by Us on which You, as Our Guest, will be traveling and/or any substituted yacht.

**d.** The term “Master” means the Captain of the Yacht or any person who acts under his authority.

**e.** The term “Cruise” means all water transportation aboard the Yacht and the Yacht’s tenders from the port of embarkation to the port of final destination which We agree to provide You pursuant to this Agreement.

**f.** The term “Cruise Fare” means the total amount paid, excluding optional facilities and service fees, in exchange for the cruise.

**g.** The term “Prepaid Charges” means that amount, if any, paid by You to cover the cost of fuel and fuel surcharges concerning the specific itinerary of Your Cruise. An increase or decrease in any component of Prepaid Charges may be made the subject of adjustment, in Our discretion.

**h.** The term “Cabin Baggage” means all baggage allowed aboard the Yacht and placed in your cabin according to these terms and conditions. “Other Baggage” means any of Your baggage or other personal property which has been stored at Your request in the Yacht’s baggage room, holds or safe against a receipt.

**i.** The term “Optional Facilities and Services Fees” mean all fees and charges which You voluntarily incur for items not included in your Cruise Fare which may include, but are not limited to, vacation protection insurance coverage, certain shore excursions, spa treatments, internet, visas and other optional purchases of products and/or services aboard the Yacht, which are considered earned as those facilities and services are provided either by Us or by third party providers.

**25. Miscellaneous.** The illegality or invalidity of any paragraph, clause, or provision of this Agreement shall not affect or invalidate any other paragraph, clause or provision thereof. All headings set forth in this Agreement are for convenience only and have no separate meaning or effect.

**SIGNATURES**

The CBC and Guest accept that Clauses 1-25, inclusive, form this Agreement. The Agreement consists of fourteen pages plus any Addenda specifically listed above.

**Dated** \_\_\_\_\_, \_\_\_\_\_, 2018

**Guest**

\_\_\_\_\_

\_\_\_\_\_  
Printed name of Guest

**Witness**

\_\_\_\_\_

\_\_\_\_\_  
Print Name and Address of Witness

**CBC Yachts Worldwide, LLC**

By: \_\_\_\_\_

Its:

**Witness**

\_\_\_\_\_

\_\_\_\_\_  
Print Name and Address of Witness