

# DC HARBOR CRUISES



## CHARTER AGREEMENT

Agreement: Mutually agreed between DC Harbor Cruises \_\_\_\_\_

Contact:

Vessel: PATRIOT II

No. of Guests: \_\_\_\_\_

Date of Event: \_\_\_\_\_

Duration: 3 Hours

**Charter Rate:** \$

Landing Fee:

### 1.0 DC Harbor Cruises commitment to providing a safe, secure and enjoyable visitor experience

DC Harbor Cruises is committed to providing a safe, entertaining and hospitable experience for your event; and we will provide a safe and healthful environment for all visitors. DC Harbor Cruises has well-established practices, plans, policies, procedures, requirements, documents and equipment that have been incorporated into a formal risk management program. Our proven risk mitigation techniques have evolved over more than 50-years of practical operational experience and are above and beyond what is required by the harbor cruise industry. All are performed during, and as part of, our normal course of regular business operations. Therefore, your Charter Fee includes:

- a. A fully Coast Guard Certified vessel:
  - Annual Certificate of Inspection (COI) inspections or re-inspections: Each year every DC Harbor Cruises PATRIOT II vessel undergoes an in-water inspection by the Coast Guard that involves compliance with regulations and encompasses all vessel equipment, systems and documentation as well as crew safety training and response ability.
  - Hull and internal structural inspections: DC Harbor Cruises typically schedules dry-dock inspections in advance of the Coast Guard 24 month requirement. Random inspections: Coast Guard personnel can and have boarded DC Harbor Cruise's vessels at their convenience in order to check compliance with regulations.
- b. Manning of PATRIOT II with a seasoned crew in accordance with Coast Guard requirements, including fully licensed Masters and a seasoned Crew.
- c. Equipping our vessel with lifesaving equipment above and beyond minimum Coast Guard requirements.
- d. Creation and use of vessel safety announcements as well as special announcements for vessel landing approach, loading and unloading. These announcements are specifically intended to increase passenger awareness and prevent loss.

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*Welcome Aboard!*

## 2.0 Patriot II Information

### 2.1 Owner

DC Harbor Cruises, LLC  
National Ferry Corporation  
Registered Name: PATRIOT II

### 2.2 Vessel Description

Hull ID: KBDYMI660902  
Builder: Yank Marine Inc.  
Length: 87'  
Beam: 28'  
Year: 2003

### Planned Activity

- Private Charters: Yes
- Operation: Evening Charter
- Intended Routes Planned: Excursion along the Potomac and Anacostia Rivers

Departure From: \_\_\_\_\_

## **PLEASE SEE ATTACHMENT I FOR EVENT SPECIFICS & PRICING**

### **Please make check payable to:**

DC Harbor Cruises, LLC  
14001 C Saint Germain Drive  
Suite 342  
Centreville, VA 20121  
Invoice Number: 2010DT004

DC Harbor Cruises LLC will provide the services described herein subject to the terms and conditions annexed hereto. If acceptable, please sign and fax to (703) 815-3487 or scan and email to [events@DCHarborCruises.com](mailto:events@DCHarborCruises.com).

\_\_\_\_\_  
DC Harbor Cruises, LLC



## TERMS & CONDITIONS

1. A \$1,500 DEPOSIT IS REQUIRED TO RESERVE A SPECIFIC CHARTER DATE OR VESSEL AND IS NOT REFUNDABLE UNDER ANY CIRCUMSTANCES.
2. BALANCE OF HIRE SHALL BE PAID BY CASH, CREDIT CARD, CERTIFIED OR BANK CHECK BY NOON (10) DAYS PRIOR TO THE CHARTER DATE AT DC HARBOR CRUISES, LLC, 14001C SAINT GERMAIN DRIVE, SUITE 342, CENTREVILLE, VA 20121. IF BALANCE OF HIRE IS NOT PAID AT THAT TIME, DC HARBOR CRUISES, LLC MAY DEEM THE CHARTER CANCELLED AND RETAIN THE DEPOSIT.
3. IN THE EVENT CHARTERER CANCELS THE CHARTER MORE THAN NINE (9) DAYS BEFORE THE DATE OF THE CHARTER, DC HARBOR CRUISES, LLC WILL REFUND ANY AMOUNT PAID IN EXCESS OF THE CHARTER DEPOSIT. IN THE EVENT CHARTERER CANCELS THE CHARTER FEWER THAN NINE (9) DAYS BEFORE THE DATE OF THE CHARTER, ANY AND ALL MONIES PREVIOUSLY PAID TO DC HARBOR CRUISES, LLC WILL BE RETAINED BY DC HARBOR CRUISES, LLC, AND CHARTERER WILL BE RESPONSIBLE FOR THE BALANCE OF HIRE.
4. THE CHARTERER IS ADVISED THAT ANY REQUEST FOR OPERATIONS OTHER THAN THOSE ORIGINALLY SCHEDULED AND AGREED (I.E., ADDITIONAL OR NON-SCHEDULED VESSEL TRANSITS) MAY NOT BE ALLOWED. A REPRESENTATIVE OF DC HARBOR CRUISES, LLC (I.E., THE VESSEL MASTER) WILL BE THE SOLE JUDGE IN SUCH MATTERS. FURTHER, IF ALLOWED, ANY SUCH DEVIATION MAY BE SUBJECT TO ADDITIONAL CHARGES TO BE PAID BY THE CHARTERER AS DETERMINED BY DC HARBOR CRUISES, LLC WHICH RESULTS IN A LATER FINAL RETURN THAN ORIGINALLY AGREED.
5. CHARTERER AGREES TO TAKE CHARGE OF THE MANAGEMENT OF PASSENGERS ABOARD OR NEAR THE VESSEL, TO BE RESPONSIBLE FOR THE CONDUCT AND BEHAVIOR OF PASSENGERS ABOARD THE VESSEL AND TO MAINTAIN GOOD ORDER AMONG THE PASSENGERS AT THE PLACE OF EMBARKATION AND DEBARKATION.
6. CHARTERER SHALL NOT ALLOW MORE THAN THE LESSER OF THE AGREED # OF PASSENGERS OR THE VESSELS AUTHORIZED CAPACITY OF 149 PASSENGERS TO BOARD THE VESSEL. CHARTERER AGREES THAT THE PASSENGER COUNT TAKEN AT THE GANG-PLANK BY DC HARBOR CRUISES, LLC EMPLOYEES SHALL BE CONCLUSIVE AND FINAL.
7. THE CHARTERER SHALL BE LIABLE FOR AND SHALL REIMBURSE DC HARBOR CRUISES, LLC IN FULL FOR ANY LOSS OR DAMAGE TO THE VESSEL, ITS FIXTURES, APPURTANCES OR EQUIPMENT DIRECTLY, CAUSED BY THE CHARTERER OR ANY OF THE CHARTERER OR PASSENGERS NEGLIGENCE.

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*Welcome Aboard!*

8. CHARTERER AGREES TO HAVE A REPRESENTATIVE AT THE EMBARKATION PIER AT LEAST FIFTEEN MINUTES BEFORE BOARDING TIME. SAID REPRESENTATIVES SHALL BE AVAILABLE TO DIRECT CATERER AND PASSENGERS SO THAT THERE WILL BE NO DELAY IN TIMELY SAILING OF THE VESSEL.
9. CHARTERER AGREES TO ENSURE THAT THE PASSENGERS DISEMBARK THE VESSEL WITHIN 15 MINUTES AFTER THE VESSEL HAS BEEN SECURED TO THE DISEMBARKATION DOCK. IF ALL PASSENGERS HAVE NOT DISEMBARKED WITHIN SUCH TIME, OVERTIME SHALL BE CHARGED TO THE CHARTERER AT PUBLISHED OVERTIME RATES. ANY FRACTION OF A HOUR SHALL BE CHARGED AT THE FULL QUARTER HOURLY RATE.
10. CHARTERER AGREES THAT NO ALCOHOLIC BEVERAGES MAY BE BROUGHT ABOARD OR CONSUMED ABOARD THE VESSEL EXCEPT AS PROVIDED BY DC HARBOR CRUISES, LLC.
11. DC HARBOR CRUISES, LLC SHALL HAVE LIBERTY TO ASSIST OTHER VESSELS IN DISTRESS, TO OFFER OR TO RENDER ASSISTANCE IN AN EFFORT TO PRESERVE LIFE OR PROPERTY AND MAY DEVIATE FROM THE CUSTOMARY AGREED COURSE TO PUT BACK TO THE PIER OF EMBARKATION OR TO CALL OR STOP AT ANY OTHER LANDING PLACE FOR ANY REASON WHICH THE MASTER OF THE VESSEL, IN HIS SOLE DISCRETION, MAY DEEM JUSTIFIED.
12. CHARTERER SHALL INSURE THAT NO FORM OF GAMBLING WHATSOEVER TAKES PLACE ABOARD THE VESSEL.
13. CHARTERER AGREES TO OBEY AND TO INSTRUCT PASSENGERS TO OBEY ALL ORDERS OF THE MASTER OF THE VESSEL DURING THE CHARTER.
14. NEITHER PARTY SHALL BE LIABLE FOR TERMINATION OF THIS AGREEMENT AT ANY TIME OR FOR DAMAGES OF ANY KIND OR NATURE ARISING FROM ACT OF GOD, ACTS OF WAR OR TERRORISM, GOVERNMENTAL RESTRAINTS, RIOTS, STRIKES, LOCK-OUTS, LABOR DISPUTES OF WHATEVER CAUSE, CIVIL DISTURBANCE, PERILS OF THE SEA OR FOR ANY CAUSE BEYOND THE REASONABLE CONTROL OF EITHER PARTY.
15. CHARTERER AGREES THAT IF DC HARBOR CRUISES, LLC SHALL BY REASON OF FOG, PERIL OF SEA, STORM STRESS OF WEATHER, STRIKE, OR BREAKDOWN, INCLUDING WITHOUT LIMITATION THE PROSPECTS OF A STORM OR GALE, TORNADO OR HURRICANE AS DECIDED BY THE CAPTAIN ON THE BASIS OF AN OFFICIAL WEATHER FORECAST, ELECT TO CANCEL THE VOYAGE, SUCH FAILURE TO FULFILL THE FULL VOYAGE AS SET FORTH IN THIS CHARTER SHALL NOT BE CONSIDERED A BREACH OF THIS AGREEMENT NOR SHALL DC HARBOR CRUISES, LLC BE HELD LIABLE FOR CONSEQUENTIAL DAMAGES OF ANY NATURE BY REASON OF AN ELECTION TO ABORT THE VOYAGE. IN SUCH EVENT, DC HARBOR CRUISES, LLC SHALL REFUND TO CHARTERER THE AMOUNT PAID TO DC HARBOR CRUISES, LLC INCLUDING THE DEPOSIT AMOUNT, IF THE VOYAGE IS CANCELLED.
16. NEITHER PARTY SHALL ASSIGN THIS AGREEMENT WITHOUT THE CONSENT IN WRITING OF THE OTHER PARTY. THIS AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF VIRGINIA.
17. THIS AGREEMENT CONSTITUTES THE FULL UNDERSTANDING OF THE PARTIES AND THIS AGREEMENT MAY NOT BE CHANGED EXCEPT BY AN INSTRUMENT IN WRITING SIGNED BY BOTH PARTIES.