

BAREBOAT CHARTER AGREEMENT

This BAREBOAT CHARTER AGREEMENT, made as of _____ by and between the owner of the Vessel, Gregory Heroux o/a Sail Superior, hereinafter called "OWNER", and _____, hereinafter called "CHARTERER".

WHEREAS the OWNER is the registered owner of the Vessel described as "Frodo" a Jonmeri 40 sloop CDN REG. 822832 (the "Vessel");

AND WHEREAS the OWNER and the CHARTERER have agreed to a bareboat charter of the Vessel on the following terms and conditions;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants, terms and provisions contained herein, the sum of one dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, the parties hereto mutually covenant and agree one with the other as follows:

1. OWNER hereby agrees to let and demise bareboat and the CHARTERER agrees to hire on a bareboat basis upon the terms and conditions and for the consideration hereinafter set forth, the said Vessel for a period commencing at _____ o'clock on _____ 20____ (the "Commencement Date") and ending _____ (the "Return Date"). If the Vessel is retained by the CHARTERER beyond the Return Date then the terms of this Agreement shall remain in force and the CHARTERER shall pay forthwith the OWNER for such additional time at the [monthly/weekly/daily/hourly] rate thereafter.
2. The vessel shall be delivered to CHARTERER on _____, _____, 2021, at the Port of Thunder Bay, Prince Arthur's Landing Marina. OWNER warrants that Vessel, when delivered to CHARTERER, shall be in good seaworthy condition and shall comply with all applicable laws and regulations pertaining to the condition of the Vessel. The Vessel shall be returned by the CHARTERER at the Port of Thunder Bay, Prince Arthur's Landing Marina _____ on _____.
3. CHARTERER agrees to pay OWNER a Charter Hire Fee for the Vessel of \$ _____, plus applicable sales taxes, due upon departure. _____. The CHARTERER shall pay a refundable booking deposit of \$ 50% _____ upon booking of this charter. Upon signing of this Agreement all fees collected may become non refundable. All outstanding fees including a \$1000.00 refundable damage deposit are due upon departure. CHARTERER agrees to a provided a credit card for any damages or late fees, and permit OWNER to charge outstanding fees to this card.
4. ..Due to the realities of the COVID 19 pandemic should the CHARTERER not be legally entitled to travel to Thunder Bay, by reason of boarder closure to vehicle traffic or non essential travel restrictions, and is therefore unable to fulfill this charter ALL charter fees shall be refunded. Request for a refund must be made 14 days before Charter and supported by governmental regulation. If CHARTERER has made use of our early booking special, namely paid in full by March 31st, all fees collected are non refundable, however the OWNER will hold the fees as a credit for a future charter. In addition to the Charter Hire Fee, the CHARTERER shall pay all fuel costs for the Vessel, its tenders and all watersports equipment, all harbour, pilot and drivers fees, customs formalities, water, electricity and taxes as applicable, and for all food, beverages, personal laundry and communications costs for the CHARTERER's part. The vessel shall be provided to the CHARTERER full with both fuel for main vessel and tender RIB, propane, fresh water and with an empty holding tank.

WEATHER: Charters are not cancellable due to inclement weather.

5. CHARTERER shall maintain Vessel in good order and condition, reasonable wear and tear excepted. CHARTERER shall not be responsible for repairs to Vessel except to the extent that the need for such repairs arises from the negligence or willful misconduct of CHARTERER, its officers, agents, employees, students, invitees or guests. OWNER agrees to furnish any necessary maintenance materials needed by CHARTERER in order for CHARTERER to fulfill its obligation to maintain Vessel in good order and condition. OWNER agrees to make any repairs needed to keep Vessel in good seaworthy condition and in compliance with all applicable laws and regulations to the extent the need for such repairs does not arise from the negligence or willful misconduct of CHARTERER, its officers, agents, employees, invitees or guests. Vessel shall be subject to inspection at any reasonable time by OWNER or its agent or employee provided OWNER has furnished reasonable advance written notice to CHARTERER of its intent to make such inspection.
6. CHARTERER warrants that the CHARTERER or skipper hired by CHARTERER will be a qualified and competent person, who shall be the employee of the CHARTERER, and be responsible for the safe navigation of the Vessel. The skipper must be approved by the OWNER's insurance underwriters. Details of the skipper and crew to be provided, either at time of Agreement or within two weeks of signing this agreement.
7. CHARTERER expressly agrees that the operation of said Vessel will be limited to the following areas and waters: Lake Superior: Canadian waters, and by prior agreement the waters immediately surrounding Isle Royale and a direct route between Isle Royale and Canada.

CHARTERER further agrees that the operation of said Vessel be limited to any areas in waters specified in any insurance policy provided pursuant to paragraph 6, and any insurance policy which has been disclosed to CHARTERER prior to execution of this Agreement.

CHARTERER further agrees that the crew and guest capacity limits of the vessel shall be no more than eight persons.

CHARTERER shall indemnify, defend and hold harmless OWNER, its officers, agents and employees from and against any claims, damages, expenses or liabilities arising out of the performance of this Agreement or the use of said Vessel including without limitation, claims, damages, expenses or liabilities for loss or damage to any property, or from death or injury to any person or persons, in proportion to and to the extent such claims, damages, expenses or liabilities arise from the negligence or willful misconduct of CHARTERER, its officers, agents, or employees.

8. CHARTERER agrees that the Vessel shall be employed exclusively as a pleasure vessel for the sole and proper use of itself, and guests, during the term of this Charter. CHARTERER further agrees not to transport MERCHANDISE FOR HIRE or CARRY PASSENGERS FOR HIRE, or engage in any trade, or in any way violate any laws of CANADA, the province of Ontario, or of any other government within the jurisdiction of which the Vessel may be at any time during the Charter.
9. CHARTERER shall have no rights, power, or authority to create, incur, or permit to be imposed upon the Vessel any liens or encumbrances of any nature. A fully-executed copy of this Charter Agreement shall be carried aboard the Vessel with the ship's papers at all times during the term of the Charter and shall be exhibited by CHARTERER to any person having business with the Vessel which might give rise to any lien. CHARTERER shall redeliver said Vessel free from any liens incurred as a result of the operation of the Vessel under this Charter Agreement, and shall indemnify and hold harmless OWNER or its agent against any lien not incurred by OWNER or covered by insurance arising out of

the possession, use, or operation of said Vessel or by any persons aboard said Vessel by invitation of CHARTERER.

CHARTERER shall not sub charter or assign this Charter without obtaining the consent of OWNER in writing. If at anytime CHARTERER fails to remedy any default with respect to any of the provisions, covenants or conditions of this Charter to be kept or performed by CHARTERER within **five (5) days** after notice thereof, or such additional time as is reasonably required to cure such default, OWNER shall have the right to terminate this Charter by giving written notice of such termination to CHARTERER and the OWNER shall be entitled to retain the full amount of any Security Deposits and payments to date. OWNER shall not be responsible for failure to deliver the Vessel at Commencement Date if such failure is caused by reasons beyond the control of OWNER or by reason of said Vessel having been lost or disabled. Should such delivery not be made within one day after Commencement Date, this Agreement may be canceled by CHARTERER and any deposits or amounts theretofore paid on charter hire shall be returned by OWNER to CHARTERER.

10. If, after delivery, the Vessel shall at any time be disabled by breakdown of machinery, grounding, collision or other cause so as to prevent reasonable use of the Vessel by the CHARTERER for a period between twelve (12) and forty-eight (48) consecutive hours or one-tenth (1/10th) of the period of the charter, whichever is the shorter (and the disablement has not been brought about by any act or default of the CHARTERER), the OWNER shall make a pro rata refund of the all payments made by the CHARTERER to the OWNER for the Period of the disablement or, if mutually agreed, allow a pro rata extension of the charter period corresponding with the period of disablement.

If the CHARTERER wishes to invoke this clause CHARTERER shall give immediate notice in writing to the OWNER. The CHARTERER shall remain liable for normal expenses during the period of disablement. In the event of the actual or constructive total loss of the Vessel or if the Vessel is disabled, as aforesaid, for a consecutive period of more than forty-eight (48) hours or one-tenth (1/10th) of the charter period, whichever is shorter, the CHARTERER may terminate this Agreement by notice in writing to the OWNER.

As soon as practicable after such termination, all payments made by CHARTERER to OWNER shall be repaid by the OWNER pro rata without interest for that proportion of the Charter Period outstanding after the date and time on which the loss or disablement occurred. In the event of such termination, the CHARTERER may effect re-delivery by giving up possession of the Vessel where she lies. In any event, the OWNER shall not be liable to the CHARTERER for any amounts exceeding the amount of Charter Hire Fee paid to the OWNER to date.

Alternatively, after a consecutive period of disablement of more than forty-eight (48) hours or one-tenth (1/10th) of the Charter Period, whichever is shorter, and dependent on the nature and seriousness of the disablement, by mutual agreement the CHARTERER may elect to remain on board for the duration of the Charter Period and the CHARTERER will then have no further or additional claim against the OWNER.

11. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and shall be treated, in all respects, as an Ontario contract. The Parties hereby submit to the exclusive jurisdiction of the courts of the Province of Ontario.

This Agreement is the entire and only Agreement between the Parties relating to the charter and it completely replaces any other such agreements, representations and negotiations between the Parties. This Agreement may be amended by written instrument only and shall supersede all prior representations, negotiations, or oral or written agreements.

12. This Agreement may be executed in any number of counterparts, either in original or faxed form, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. This Agreement may be executed by electronic signature, which shall be considered an original signature for all purposes.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

Witness

CHARTERER:

Witness

OWNER: Gregory Heroux o/a Sail Superior