

**S-Cruise by Smartboat - 2013 Terms and conditions**

Thank you for choosing S-Cruise by Smartboat. We must make sure you know exactly how we operate. By chartering our boat, you are agreeing unconditionally to the **TERMS & CONDITIONS** set forth on this page, as well as a **WAIVER, RELEASE AND ASSUMPTION OF RISK**. So, please read this document carefully.

This document creates an agreement between you (referred to as "Client" in this document) and LC2B Productions LLC (referred to as "LC2B" in this document).

**Private Cruise**

In consideration of a private cruise reservation, the payment of all appropriate fees, and agreement to the Term & Conditions, as well as the Waiver, Release and Assumption of Risk, LC2B agrees to reserve the Smartboat 23 (referred to as "Smartboat" in this document) and to hire a captain for our Client(s).

**RESERVATIONS AND PAYMENT**

A non-refundable fee is deemed earned upon placing a hold for desired date and time. Full payment is due at time of booking. It is understood that in every circumstance LC2B requires full payment prior to departure. The Smartboat will not depart the dock unless full payment has been received from our Client(s).

**CANCELLATIONS, DATE TRANSFERS, NO SHOWS OR DEFAULTS**

While sailing is an all-weather activity, the charter may need to be cancelled due to severe weather or unsafe conditions. In addition, the Captain of the charter may cancel the cruise due to mechanical failure. Severe weather is determined solely by the Captain of the Smartboat. LC2B will use its best efforts to cancel the cruise at least one (1) hour before departure time. LC2B will contact our Client(s) by phone and email in case of cancellation. In such case, our Client(s) will be offered three (3) alternative dates prior to the end of the current season to reschedule at no additional charge. Refunds are not offered or available.

Our Client(s) may reschedule, based on availability, by calling (877)-884-6296 pursuant to the following:

- Up to and including 48 hours prior to departure time at no additional charge.
- Within 48 hours, a \$50 surcharge will be applied.
- Our Client(s) must inform LC2B of a reschedule no less than four (4) hours before departure time. Failure to do so forfeits the reservation and the right to reschedule.

LC2B recommends that our Client(s) appear at the scheduled place of departure fifteen (15) minutes in advance of the scheduled departure time. LC2B reserves the right to release reserved charter 10 minutes prior to departure if our Client(s) is not present at boarding location. No refunds or transfers of any kind are allowed for those who do not show up for a cruise or otherwise default on conditions in this document.

**GENERAL TERMS AND CONDITIONS FOR ALL CHARTERS**

Our Client(s) are solely responsible for all costs associated with getting to and from the Smartboat, including without limitation any costs incurred on land at any destination such as food, transportation, lodging, parking, recreation activities, etc.

If there is more than one participant in our Client(s)'s party, our Client(s) represent and warrant that he or she has informed all parties of the Terms and Conditions outlined in this document. Each passenger must sign and submit a copy of the Waiver, Release and Assumption of Risk, unchanged and unedited prior to boarding the Smartboat. **No one may board the Smartboat without signing and submitting the Waiver, Release and Assumption of Risk, unchanged and unedited.** The terms of the Waiver, Release & Agreement are hereby incorporated by reference into the Terms & Conditions.



Our Client(s) acknowledge that photos or film may be taken during the charter, and that such may be used by LC2B for promotion and advertising purposes. Authorization for the use and reproduction of such photographs is included on the Waiver, Release and Assumption of Risk accompanying these Terms & Conditions.

Our Client(s) represent and warrant that they have been informed that LC2B is not responsible for incompatibility with others in any charter.

Our Client(s) represents and warrant that they have been informed that LC2B is not responsible for wind and weather conditions and that the Captain may make a determination, in his sole discretion, that the weather prevents any course or charter from occurring or continuing. Upon such determination, a rain date shall be scheduled to make up time as provided herein. If a hurricane interrupts service at a particular location, LC2B reserves the right to move courses to a different, unaffected location for the duration of storm and recovery period. No fees will be returned based upon weather conditions.

LC2B is not responsible for personal items left unattended or lost aboard any charter or at any facility utilized in conjunction with any LC2B charter. In addition, LC2B is not responsible for damage to Client(s)' personal property, including without limitation, water and wind damage or loss of items which may fall into the water.

The Terms and Conditions and the Waiver, Release and Assumption of Risk may be modified or changed solely by LC2B. If modifications are made, notification of such modifications or changes will be sent to our Client(s) by mail or e-mail. The Terms and Conditions and the Waiver, Release and Assumption of Risk set forth herein cannot be modified, amended, voided or altered in any way by oral agreement.

The Terms and Conditions and the Waiver, Release and Assumption of Risk shall be governed by and construed in accordance with the laws of the State of New York, without regards to conflicts of laws principles, except where preempted by Federal Maritime Law. Any action, suit or proceeding arising out of or relating to the Terms and Conditions, the Waiver, Release and Assumption of Risk, or both, may be brought in any Federal court of competent jurisdiction sitting in New York County, and Client(s) voluntarily submit to personal jurisdiction in the State of New York. In any action against LC2B, or its officers, members, agents, partners, employees, servants, affiliates, such as Smartboat, or sub-contractor which results in a judgment, decree, order, stipulation or settlement substantially upholding LC2B's position, the adversarial party shall reimburse LC2B's attorneys' fees, court costs, and expenses.

Our Client(s) privacy and confidentiality is of the utmost importance and we will use our best efforts to maintain it.

### **CONDUCT OF OUR CLIENT(S)**

The Captain has the sole authority during the charter. Our Client(s) must obey the Captain at all times, including but not limited to, wearing a life jacket, if requested. Failure to obey the Captain constitutes a default of the Terms & Conditions, which will result in the immediate termination of the cruise. Our Client(s) represents and warrants not to engage in illegal conduct during the charter, not to damage another person or their property, not to injure or assault the Captain, not to damage Smartboat or its accessories, and not to violate any of the Terms & Conditions. Engaging in such conduct constitutes a default of the Terms & Conditions, which will result in the immediate termination of the cruise.

Alcohol, illegal substances, and contraband of any type or kind are prohibited on the Smartboat.

Fishing for marine life of any kind or type is prohibited on the Smartboat.

Littering is not environmentally friendly. So, help us keep our planet green and our waters clean by not littering while on the Smartboat.

LC2B likes pets and are able to accommodate pets at no additional fee. For safety reason, we can only welcome one (1) pet per cruise.

Children are also allowed on the Smartboat, provided that they are accompanied by their legal and lawful guardians and comply with our Terms & Conditions. For safety reasons, we can only welcome two (2) children per cruise.