

Uncle Charlie's Charters LLC

Terms and Conditions

In consideration with any charter reservation after your reservation has been confirmed and your deposit made, Uncle Charlie's Charters agrees to reserve the vessel "Nesta" and to contract a USCG licensed captain. By booking your charter and making a deposit of 50% you hereby agree to all of the terms listed below.

Fee's and Rescheduling

Charter fees are deemed earned upon placing a hold for desired date and time. Charterer's requests for rescheduling will be considered on a case by case basis and are subject to a rescheduling fee and availability. The rescheduling fee is determined by the amount of notice given prior to the charter date and time, and will generally follow the guidelines below which are subject to change on a case by case basis. However, we will always do our best to accommodate you.

48 hours or more in advance of your charter date and time:

FREE REFUND OR RESCHEDULE (SUBJECT TO APPLICABLE RESCHEDULING FEES DETERMINED BY UNCLE CHARLIE'S CHARTERS LLC)

0-47 hours in advance of your charter date and time:

NO REFUND ON DEPOSIT or RESCHEDULE (SUBJECT TO APPLICABLE RESCHEDULING FEES DETERMINED BY UNCLE CHARLIE'S CHARTERS LLC)

Cancellation by Captain

In the event of a cancellation by the Captain of the vessel due to severe weather, environmental conditions, unforeseen prohibitive events, or mechanical failure, the charter can be rescheduled to a mutually agreeable date prior to December 31st of the current year at no additional charge. If a refund is preferred then it will be done in full within 2 business days. Severe weather is determined solely by the Captain of the vessel.

Cancellation by Guest

In the event of cancellation by the charter guest, there will be a 100% refund of the deposit (50% of the full amount of the charter fee) if canceled with notice of 48 hours or more prior to the charter date and time. There is no refund for cancellations with less than 48 hours of notice prior to the date and time of your scheduled charter. We uphold this cancellation policy because by booking a charter we are holding that specific time just for you, upon cancellation we can no longer fill that time with other business. You may be granted the opportunity to reschedule on a case by case basis decided solely by the captain of the vessel.

Substance Abuse

The use of illegal substances is strictly forbidden on board the vessel. This includes underage use of alcohol or cigarettes. Non-compliance of this rule will result in the termination of the boat charter and no refund will be given. If any member of the group boarding the charter is inebriated or representing a state that is deemed dangerous by the captain the captain maintains the right to cancel the charter at any time before or during the charter.

Risks

Charterer understands and accepts that there is an inherent risk of personal injury or accident, "Risks", which may occur at marinas, while stopped during the charter and/or onboard the boat. Therefore, Charterer agrees to release and hold harmless Uncle Charlie's Charters LLC, its members, crew and agents from all liability and responsibility for personal injury, property damage or wrongful death however caused, including, but not limited to, product defect or the negligence of the released parties.

Charterer has discussed the Risks with their invitees, and all invitees have agreed to release and hold harmless Uncle Charlie's Charters LLC, its members, crew and agents in the same manner Charterer has in the above paragraphs. The foregoing notwithstanding, Charterer agrees to indemnify and hold harmless Uncle Charlie's Charters LLC, its owners, crew, and agents from any claims brought by Charterer's invitees.

If it is necessary to obtain medical treatment for the Charterer or its invitees, regardless of cause, such expenses shall be paid by the Charterer. Authority is granted without limitation to Uncle Charlie's Charters LLC.

Disputes shall be governed by Federal Maritime law. In any action against Uncle Charlie's Charters LLC, or its members, agents, partners, employees, or servants which results in a decision/judgment/decreed/order/stipulation or settlement substantially upholding Uncle Charlie's Charters LLC, the adversary party shall reimburse Uncle Charlie's Charters LLC attorney's fees, court costs, and expenses.