

YACHT SERVICES AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2000__, between **EGM Marine**, a Delaware Corporation (“Contractors”) and _____ (“Client”) of _____.

WITNESSETH

WHEREAS, Client has hired the vessel named _____ (“Vessel”) for the period of _____ to _____ (the “Event Period”); and

WHEREAS, Client desires to retain Contractor to man and provision the Vessel, and Contractor is willing to provide such services, subject to the terms and conditions contained herein;

NOW, THEREFORE, in consideration of the premises, the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Crew.** Contractor shall provide a _____ person crew (“Crew”) for the Event Period. Each Crew member shall hold any required license and shall be properly uniformed.

2. **Vessel & Crew Payment.** Client shall pay Contractor \$_____ for Crew and Vessel services during the Event Period, of which amount \$_____ shall be paid on the signing of this agreement and the balance paid on the _____ day of _____, 200___. In addition, Client shall provide the Master and Crew with quarters aboard the Vessel while retained.

3. **Refund.** If, due to no fault of the Client, the event is terminated prior to the end of the Event Period, the Contractor shall refund to the Client a prorated portion of the payment for Vessel and Crew services.

4. **Management Fee.** The Client shall pay a six percent (6%) management fee for Vessel and Crew services. The 6% shall be based upon the contract price as stated in paragraph #2 of this document.

5. **Extra Funds.** The Client shall advance to the Contractor \$_____ as an advance for harbor fees, transfers, communication expenses and any other required services. If the deposit is insufficient to cover all charges, the Client shall advance further funds, as needed during the Event Period. Upon conclusion of the event, the Master shall provide and accounting to the Client of sums received and disbursed, and shall refund to Client any amount paid by it in excess of amounts expended.

6. **Navigation.** The Master shall act at the Client’s direction provided, however, that the Master shall not have to carry out any order that jeopardizes the safety of the Vessel or those on board, or diverts from the assigned trip.

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7. **Drugs.** The Contractor and Client shall insure that the Crew and guests do not use or possess illegal drugs, including marijuana, on board the Vessel.

Contractor's Initials: _____ Client's Initials: _____

8. **Entire Agreement.** This Agreement constitutes the entire agreement among the parties, and it supersedes any prior agreement or understanding among them, oral or written, all of which are hereby canceled. This Agreement may not be modified or amended other than by a written document signed by both parties.

9. **Amendments.** Except as otherwise provided herein, the provisions hereof may be amended, supplemented, waived or changed, only by a writing that makes specific reference to this Agreement and is signed by the party as to whom enforcement of any amendment, supplement, waiver or modification agreement is sought.

10. **Attorney's Fees.** In any action or proceeding arising out of this Agreement, the prevailing party shall be entitled to recover all of its costs incurred in such action, including reasonable attorney's fees.

11. **Binding Effect.** All of the terms and provisions of this Agreement, whether expressed or not, shall be binding upon, inure to the benefit of and be enforceable by the parties and their representatives, heirs, and permitted assignees. Any rights given or duties imposed upon the estate of a deceased party shall inure to the benefit of and be binding upon the fiduciary of the such decedent's estate in his fiduciary capacity.

12. **Venue.** The venue of any action arising from this Agreement shall lie exclusively in the Circuit Court of Collier County, Florida, and both parties shall submit to the jurisdiction of such court.

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

SIGNED, SEALED and DELIVERED in the presence of:

CLIENT:

By: _____ Date: _____

Witness: _____ Date: _____

CONTRACTOR: **EGM MARINE, INC.**

By: _____ Date: _____

Witness: _____ Date: _____