

ONE & ONLY YACHT CHARTERS, LLC

BAREBOAT CHARTER AGREEMENT

Short Form — Recreational Day Charter

VESSEL ONE & ONLY — 2020 Prestige 630 Flybridge

HIN IRIWB041G920

OFFICIAL NO. 1308803

ENGINES Twin Volvo Penta IPS 950 / D11 — 725 HP each

This Bareboat Charter Agreement is entered into by and between Owner and Charterer identified below. Blue-tinted fields are fillable — complete digitally or by hand before signing.

CHARTER PARTICULARS

VESSEL NAME	ONE & ONLY
VESSEL MAKE / MODEL	2020 Prestige 630 Flybridge
HIN	IRIWB041G920
OFFICIAL NUMBER	1308803
ENGINES	Twin Volvo Penta IPS 950 / D11 — 725 HP each
HOME PORT / DEPARTURE	Bay Island Park, North Bridge of Siesta Key, Sarasota, FL
MAINTENANCE SLIP	Marina Jacks, Slip G23, Sarasota, FL
OWNER / OPERATOR	One & Only Yacht Charters, LLC
OWNER REPRESENTATIVE	Sasha Bazarbaeva
OWNER PHONE	941-893-3262
OWNER WEBSITE	https://oneonlysrq.com
OWNER INSTAGRAM	@oneonlysrq
CRUISING AREA	Sarasota Bay and adjacent local waters — no foreign waters
GOVERNING LAW	Federal Maritime Law / State of Florida
VENUE	Sarasota County, Florida

CHARTERER & CHARTER DETAILS (FILLABLE)

CHARTERER FULL NAME	
CHARTERER ADDRESS	
CHARTERER PHONE	
CHARTERER EMAIL	
CHARTER DATE	
CHARTER START TIME	
CHARTER END TIME	
CHARTER FEE (\$)	
SECURITY DEPOSIT (\$)	
FUEL ARRANGEMENT	
CAPTAIN / CREW FEES	
MAX NON-CREW PERSONS	
PLACE OF DELIVERY	
PLACE OF REDELIVERY	
ADDITIONAL CONDITIONS	

!! PASSENGER LIMIT — STRICTLY ENFORCED !!

Maximum non-crew persons aboard at any time: TWELVE (12) — NO EXCEPTIONS.

This limit includes ALL adults, children, and infants — including the Charterer.

Captain and crew listed in Exhibit B and actively serving are excluded.

Violation is a material breach. Denied boarding or termination without refund.

1. AGREEMENT TO LET AND HIRE

Owner agrees to let and Charterer agrees to hire the vessel for the Charter Period, upon the terms of this Agreement, for Charterer's private recreational use only. This Agreement is intended as a bareboat/demise charter and not as a passenger-for-hire carriage contract. Owner shall not enter into another charter for the Vessel during the Charter Period.

2. BAREBOAT / DEMISE NATURE OF CHARTER

The parties intend this Agreement to transfer possession, command, and control of the vessel to Charterer during the Charter Period. Charterer is responsible for the lawful use of the Vessel, the conduct of Charterer's party, and the selection and direction of captain and crew. Charterer shall not sub-charter the Vessel or use it for any purpose other than private recreational use.

3. CAPTAIN AND CREW SELECTION

Charterer has the right to select the captain and any crew. Any captain or crew selected is retained, directed, and paid by Charterer and is not the agent, servant, or employee of Owner. Owner may require minimum safety and licensing requirements. The captain has authority and responsibility for safe navigation at all times.

4. DELIVERY AND ACCEPTANCE

Owner shall deliver the vessel at the Place of Delivery in clean condition with required safety equipment on board. Before departure, Charterer or Charterer's selected captain shall inspect the Vessel and note visible damage on the Delivery and Redelivery Checklist (Exhibit C). Owner does not guarantee any specific destination or itinerary.

5. REDELIVERY

Charterer shall redeliver the vessel at the Place of Redelivery at or before the end of the Charter Period in substantially the same condition as at delivery, ordinary wear and tear excepted. Late redelivery incurs reasonable late charges, additional captain/crew charges, dockage, fuel, and cleaning costs.

6. PASSENGER / GUEST LIMIT; MANIFEST; NO TICKETING

The number of non-crew persons aboard shall not exceed TWELVE (12) total at any time — whether boarding, underway, anchored, docked, swimming, or returning. The twelve-person cap includes the Charterer if aboard AND every guest, child, infant, observer, photographer, or vendor. Captain and crew listed in Exhibit B and actually serving are excluded. Violation is a material breach.

7. OPERATING AREA, ITINERARY, AND WEATHER

The vessel shall remain within Sarasota Bay and adjacent local waters and within the vessel's insurance limits. All itineraries are subject to weather, sea conditions, tide, daylight, traffic, mechanical condition, and the captain's safety judgment. No destination is guaranteed.

8. FEES, DEPOSITS, AND OPERATING COSTS

Charterer shall pay the Charter Fee, Security Deposit, captain/crew fees, and any other amounts stated. Unless listed as included, Charterer is responsible for fuel, provisions, dockage, additional cleaning, damage, late-return charges, catering, gratuities, and other costs. The Security Deposit may be used for damage or any amount due.

9. INSURANCE

Owner maintains insurance for the vessel and has confirmed the vessel's insurance permits this charter. Charterer shall not do anything that voids or limits insurance coverage, including exceeding the 12-person limit. Charterer is responsible for deductibles and uninsured losses caused by Charterer's party.

10. CHARTERER'S RESPONSIBILITIES

Charterer shall use reasonable care in the custody and use of the vessel and ensure that Charterer's party complies with this Agreement, the captain's instructions, marina rules, and applicable law. Charterer shall be responsible for all loss, damage, injury, fines, or claims arising from Charterer's party. Charterer shall promptly notify Owner of any incident.

11. OWNER'S RESPONSIBILITIES

Owner shall deliver the vessel as described and shall not interfere with Charterer's possession during the Charter Period except as necessary for safety or legal compliance. Owner is not responsible for losses caused by Charterer's selected captain or crew, weather, sea conditions, or events beyond Owner's reasonable control.

12. PROHIBITED CONDUCT

Illegal drugs, contraband, firearms, weapons, and unlawful activity are strictly prohibited — violation results in immediate termination without refund. No person may operate the Vessel while impaired. No smoking, vaping, pets, fishing, towing, diving, watersports, drones, or open flames unless expressly approved by Owner and captain.

13. SWIMMING AND WATER ACTIVITIES

Swimming, snorkeling, sandbar use, and tender use are permitted only when approved by the captain under safe conditions. Charterer and guests assume ordinary risks of water activities. The captain may prohibit water activities at any time.

14. DAMAGE, LOSS, AND MECHANICAL FAILURE

Charterer shall not authorize repairs or towing on Owner's credit without prior approval except in an emergency. If the Vessel suffers a material mechanical failure not caused by Charterer's party, Charterer's remedy shall be a reasonable pro-rata refund or rescheduling credit. Owner shall not be liable for consequential or incidental damages.

15. CANCELLATION AND WEATHER POLICY

Cancellation by Charterer within 48 hours of the scheduled start time may result in forfeiture of amounts paid. If the captain or applicable authorities determine before departure that weather, sea state, or mechanical condition makes the charter unsafe or unlawful, the charter may be rescheduled, credited, or refunded. Safety cancellations are not a default by either party.

16. MARITIME LIENS AND NO AUTHORITY TO BIND OWNER

Charterer has no authority to pledge Owner's credit or incur liens against the vessel. Charterer shall keep the vessel free from liens and shall indemnify Owner against any lien, claim, debt, salvage, charge, or expense arising from Charterer's use of the Vessel.

17. INDEMNIFICATION

To the fullest extent permitted by law, Charterer shall indemnify, defend, and hold harmless Owner, One & Only Yacht Charters, LLC, its members, managers, officers, and representatives from and against claims, losses, liabilities, damages, fines, costs, and attorneys' fees arising out of Charterer's use of the Vessel or breach of this Agreement.

18. FORCE MAJEURE

Neither party shall be liable for delay or failure to perform caused by events beyond that party's reasonable control, including severe weather, governmental order, emergency, fire, casualty, marina closure, or navigation restriction. The affected party shall notify the other promptly and the parties shall act reasonably to reschedule or resolve.

19. GOVERNING LAW, VENUE, AND ATTORNEYS' FEES

This Agreement is maritime in nature and governed by applicable federal maritime law and, to the extent consistent, the laws of the State of Florida. Any action shall be brought in Sarasota County, Florida. The prevailing party is entitled to recover reasonable attorneys' fees, costs, and expenses.

20. NOTICES AND ELECTRONIC SIGNATURES

Notices may be delivered by hand, email, text message, or other electronic means. Electronic signatures, scanned signatures, PDF signatures, and signatures transmitted electronically are binding to the same extent as original signatures.

21. ENTIRE AGREEMENT; SEVERABILITY; AUTHORITY

This Agreement, including its exhibits, is the entire agreement between Owner and Charterer. If any provision is held invalid, the remaining provisions shall remain effective. Each person signing represents they are at least 18 years old and has authority to sign for the party identified.

SIGNATURES

The parties agree to the terms of this Bareboat Charter Agreement as of the date signed below.

FOR OWNER / OPERATOR

One & Only Yacht Charters, LLC

Authorized Representative

Sasha Bazarbaeva

Owner Signature

Date Signed

FOR CHARTERER

Charterer Signature

Printed Name

Date Signed

EXHIBIT A — GUEST MANIFEST AND PASSENGER COUNT CERTIFICATION

Complete before departure. List EVERY non-crew person aboard, including the Charterer.
MAXIMUM: TWELVE (12) non-crew persons — ALL adults, children, and infants.
No person may board unless listed here.

#	Full Name	Age Group	Relationship to Charterer
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			

Total Non-Crew Boarding: / 12 max

Captain Initials:

Charterer Initials:

Charterer certifies persons listed are the only non-crew persons authorized to board and the count does not exceed twelve (12) total, inclusive of all adults, children, and infants.

Charterer Signature

EXHIBIT B — CAPTAIN AND CREW SELECTION / PAYMENT DIRECTION

Captain and crew are retained by Charterer — not by Owner — and are not employees or agents of Owner.

Role	Full Name	License / Credential No.	Phone	Rate/Day
Captain				
First Mate / Crew				
Crew				
Crew				

Charterer acknowledges that the selected captain and crew are retained by Charterer and will not depart with more than twelve (12) non-crew persons aboard.

Charterer Signature

Selected Captain Signature

Crew Signature

Crew Signature

EXHIBIT C — DELIVERY AND REDELIVERY CHECKLIST / CONDITION REPORT

Complete at delivery and redelivery. Take photos before departure and after return.

Inspection Item	Delivery	Redelivery	Notes
Hull and exterior — no new damage	☐	☐	
Swim platform and boarding ladder	☐	☐	
Cockpit — furniture, upholstery, cleanliness	☐	☐	
Salon / interior — furniture, electronics, cleanliness	☐	☐	
Flybridge — helm, seating, electronics	☐	☐	
Heads / bathrooms — condition and cleanliness	☐	☐	
Guest staterooms (if applicable)	☐	☐	
Life jackets and safety equipment — all present	☐	☐	
Fire extinguishers — count and condition	☐	☐	
Navigation lights — operational	☐	☐	
VHF Radio — operational	☐	☐	
Engine compartment — no obvious leaks or issues	☐	☐	
Bilge — dry or normal level	☐	☐	
Fuel level noted	☐	☐	
Tenders and water toys — inventory confirmed	☐	☐	
All documents aboard — registration, insurance	☐	☐	

Notes / Damage Description:

Delivery confirmed by:

Charterer / Captain Signature

Redelivery confirmed by:

Charterer / Captain Signature

EXHIBIT D — INCIDENT REPORT

Complete for any accident, injury, grounding, collision, equipment failure, or significant event.

Date / Time of Incident	
Location (GPS / general area)	
Nature of Incident	
Persons Involved	
Injuries Reported	
Property Damage	

Law Enforcement Notified?

Yes

☐

No

☐

Coast Guard / VHF Contact?

Yes

☐

No

☐

Description of Events:

Additional Notes:

Reporting Party Signature