

## Policies and Procedures

### Charter Scheduling/Payment Terms

- **CHARTER SCHEDULE** – We are happy to accommodate minor changes in schedule, where possible, if given advance notice. Note, this may not be possible if another charter is scheduled for the same day or if it affects crew scheduling. The vessel will depart at the agreed upon time. If one or more guests are late, that is not considered reasonable cause for delaying the start of the cruise. We can wait for late guests to arrive prior to departure. However, this will be considered part of the scheduled charter time
- **CHARTER RESERVATION PROCESS** - Reservations can be made by e-mail request to [info@firstimpressionsyachts.com](mailto:info@firstimpressionsyachts.com)
- **CHARTER FEE PAYMENTS** - Reservations shall be confirmed by sending a deposit equal to a 1-hour rental fee (typically \$250) via PayPal to [payments@firstimpressionsyachts.com](mailto:payments@firstimpressionsyachts.com). Full payment for the charter is normally made either in cash or via PayPal to [payments@firstimpressionsyachts.com](mailto:payments@firstimpressionsyachts.com) on the day of the charter, prior to departure
- **CANCELLATIONS BY THE CHARTER PARTY** - All charter cancellations are subject to forfeiture of the reservation deposit specified under "Charter Fee Payments". Cancellations may be made by sending an e-mail to [info@firstimpressionsyachts.com](mailto:info@firstimpressionsyachts.com) or calling (512) 761-6130
- **CANCELLATIONS BY FIRST IMPRESSIONS YACHT RENTALS** – Cancellation of a cruise at the discretion of the Captain for weather, equipment or other safety concerns will result in either the refund of all charter fees paid to date or the rescheduling of the charter. The decision for a refund or future scheduling is that of the Chartering Party. THIS DOES NOT APPLY TO CHARTERS **TERMINATED** BY THE CAPTAIN (see "CHARTER TERMINATION BY THE CAPTAIN" below)
- **CHARTER TERMINATION BY THE CAPTAIN** - If, in the sole opinion of the Captain, anyone in the Chartering Party is behaving in a manner which poses a risk to any passenger or crew at any time during the charter, the Captain has the authority to terminate the charter immediately and without refund of any payments made and without compensation, or future charter time

### Rules and Regulations

- **Each passenger must sign a release of liability waiver, no exceptions!**
- The vessel is to be operated by the captain supplied only (unless otherwise instructed)
- No smoking in or on the vessel with the exception of the swim platform when the vessel is at anchor. **Damages resulting from smoking will be at the expense of the renter**
- Nothing other than marine toilet paper (provided) shall be flushed in the onboard head (toilet). Marine head units are not intended to accept foreign objects. **Damages resulting from misuse will be at the expense of the renter**
- Alcoholic beverage consumption is limited to passengers 21 years of age or older
- Please drink responsibly. In the event a passenger becomes heavily intoxicated, the vessel will return to the departure location. **All remaining charter time and fees paid shall be forfeited**
- Life jackets are available for each onboard passenger. Please make use of the same, as your experience warrants
- All children under the age of 13 are required to wear a life jacket while the vessel is underway (in motion)
- When moving to the bow (front) of the vessel use rail and/or life lines to ensure steady/safe passage. Avoid stepping on all areas designated with blue coverings on the bow. **Damages to the glass hatches beneath will be at the expense of the renter**
- Under no circumstances shall a passenger attempt to jump off the vessel while underway or engines are running
- Appropriate footwear is required to board vessel. Boat shoes or (white) soft-soled shoes are acceptable. All inappropriate footwear will be collected at the beginning of the trip in a receptacle and returned to passenger(s) upon return
- **HAVE FUN!** Let the captain and crew know if anything can be done to make your trip more memorable/enjoyable

# Release of Liability

Acknowledgement of release of liability based on the terms specified below

## **I. DISCLAIMER**

This Waiver and Release is applicable to all renters, operators, passengers, and users of equipment provided by First Impressions Yacht Rentals. \*(For purposes of this Waiver and Release, the term "First Impressions Yacht Rentals" includes all employees, agents, representatives, servants, assigns, successors, insurers and subsidiaries of First Impressions Yacht Rentals). If any other rental agreement is used in addition to, or in conjunction with, this Release, the provisions of this Release shall prevail over any other clauses in the rental agreement that are inconsistent with this Release. The undersigned agrees that he/she is also signing this Release on behalf of undersigned's minor children. Renter agrees that he/she will disclose to First Impressions Yacht Rentals all potential operators, passengers, and users of said rental equipment. Renter further agrees that in the event that he/she fails to notify First Impressions Yacht Rentals of all potential operators, passengers, or users of said equipment, he/she will be personally liable for any damages to the undisclosed individuals, **even if such damages arise out of the negligence or fault of** First Impressions Yacht Rentals.

## **II. EXPRESS ASSUMPTION OF RISK**

The undersigned hereby agrees that he/she is renting, operating or using the equipment provided by First Impressions Yacht Rentals at his/her own risk. The undersigned agrees that he/she is voluntarily participating in all activities related to the rental, operation, or use of the rental equipment, and assumes all risk of injury, illness, damage or loss that might result, **even if the risks arise out of the negligence or fault of** First Impressions Yacht Rentals.

## **III. WAIVER/RELEASE OF LIABILITY**

By the execution of this Release, the undersigned agrees that First Impressions Yacht Rentals shall not be liable for any damages arising from personal injuries sustained by the undersigned or any minor children under the undersigned's custody, care, and control, as a result of any and all activities related to the rental, operation, or use of equipment provided by First Impressions Yacht Rentals. The undersigned assumes full responsibility for any such injuries or damages which may occur, and further agrees that First Impressions Yacht Rentals shall not be liable for any loss or theft of personal property. The undersigned specifically agrees that First Impressions Yacht Rentals **shall not be responsible for such injuries, damages, loss or theft, EVEN IN THE EVENT OF NEGLIGENCE OR FAULT BY First Impressions Yacht Rentals**, whether such negligence is present at the signing of this Release or takes place in the future. This Waiver and Release does not apply to gross negligence or intentional torts by First Impressions Yacht Rentals.

## **IV. LIABILITY TO THIRD PARTIES**

The undersigned hereby agrees that he/she will indemnify and hold harmless First Impressions Yacht Rentals for all personal injuries, property damages, or any other damages to any and all third parties, including, but not limited to, operators and passengers of other watercraft and minor children under the undersigned's custody, care, and control, as a result of any and all activities related to the rental, operation, or use of equipment provided by First Impressions Yacht Rentals, **even if such damages arise out of the negligence or fault of** First Impressions Yacht Rentals.

