

# Prestige Yacht Charters, Inc.

28 Sulgrave Road ♦ Scarsdale, New York 10583

(212) 717-0300 or (914) 723-4510

**CHARTER INVOICE** Date: 2/26/2014 Revised On: \_\_\_\_\_

### Client Information

Name: Empire City Motorcycle Club c/o Chaz Antonelli  
Address: \_\_\_\_\_  
Telephone: 646-827-6222 Fax: \_\_\_\_\_

### Charter Information

Charter Date: 10/11/2014 Vessel Name: Affinity Min. # Guests: 75  
Departing From: Chelsea Piers Returning To: Same  
Boarding Time: 6:30 PM Cruising Time: 7-10PM

### Fee Schedule

Charter Fee: <u>75 guests @ 125.00pp</u>	<u>\$9,375.00</u>
Other: <u>additional guests @ 125.00pp</u>	<u>additional</u>
Food: <u>Menu I attached (or similar custom as needed)</u>	<u>INC</u>
Bar: <u>Premium Open Bar</u>	<u>INC</u>
Other: _____	_____
Other: _____	_____
Other: _____	_____
Marina Fee: <u>Chelsea Piers</u>	<u>INC</u>
Travel Time: _____	_____
Crew Fee: <u>20%</u>	<u>INC</u>
Tax: <u>8.375% (need certificate)</u>	<u>EXEMPT</u>
<b>Total:</b> _____	<b><u>\$9,375.00</u></b>

*Service staff gratuity not included recommended: suggest 350.00*

### Deposit/Payment History

Date: <u>upon receipt</u>	Deposit Amt: <u>3,500.00</u>	Chk. #: _____	Bal.: <u>5,875.00</u>
Date: _____	Deposit Amt: _____	Chk. #: _____	Bal.: <u>5,875.00</u>
Date: _____	Deposit Amt: _____	Chk. #: _____	Bal.: <u>5,875.00</u>
<b>FINAL BALANCE:</b> _____	<b><u>\$5,875.00</u></b>		

### Special Instructions:

Minimum guest guarantee @ 75. Each additional guest @ 125.00pp. Final guest count and final payment due on or before 9/27/2014. Invoice subject to attached yacht charter agreement. Please make checks payable to payable to Prestige Yacht Charters. Thank You.

PYC Rep.: David Hackert Charterer: \_\_\_\_\_  
Print: \_\_\_\_\_

**Prestige Yacht Charters Inc, for M/Y AFFINTY**  
**Yacht Charter Party Agreement**  
**United States Coast Guard Certified Vessel**

Agreement made **2/26/2014** by and between **AFFINTY CHARTER CRUISES, INC.** c/o Prestige Yacht Charters, Inc.

**1. VESSEL- see invoice for details**

AFFINTY hereby leases to Charterer and Charterer hires from AFFINTY the vessel M/V AFFINTY for the boarding location and time indicated on the charter invoice.

**2. PAYMENT – see invoice**

Charterer agrees to pay AFFINTY the amount of \$ ( **see attached invoice**) for the cruise. This fee includes the charges specified on attached Invoice which is part of this agreement. A deposit in the amount of **pay in full** is due and payable on execution of this agreement, for which this is a receipt. The remaining balance along with final menu and guest count is due and payable no later than 14 days prior to the charter date or by **TBD, Checks are payable to Prestige Yacht Charters, Inc**

**3. GUEST COUNT & ADDITIONAL TIME**

Charterer agrees that no more than 40 guests will be permitted on board vessel. This count includes all vendors. If the Charterer has additional guests above the guest count of **see attached invoice** guaranteed on the invoice, Charterer will be charged the rate posted on the Invoice and such charges will be payable before vessel leaves dock. If the Charterer requests the use of the vessel for any time beyond the hours of the charter set forth in Paragraph One, such request shall be subject to the approval of the Captain and payment of overtime costs, fees and wages, shall be at the rates in effect on the day of the charter and be paid in full at time of request.

**4. CANCELLATION**

In the event of a breach of this agreement by Charterer which results in a cancellation of the charter, AFFINTY shall be entitled to retain as liquidated damages the total deposits. If the cancellation occurs in less than 10 days prior to the charter, AFFINTY shall be entitled to the full amount of the charter.

**5. EXCUSED NON-PERFORMANCE**

If for any reason beyond its control, included but not limited to: strikes, labor disputes, accidents, government requisitions, restrictions or regulations on travel, vessel operation, commodities or supplies, acts of war or acts of God, AFFINTY is unable to perform its obligation under this agreement, such non-performance is excused and AFFINTY may terminate this agreement without further liability of any nature, upon return of Charterer's deposits. In no event will AFFINTY be liable for consequential damages of any nature for any reason whatsoever. If, for any reason, the vessel or Charter location reserved hereunder is not available for the charter, AFFINTY may substitute another vessel or charter location comparable in quality and the Charterer agrees to accept such substitution.

**6. UNLAWFUL ACTIVITIES & INTOXICATION**

Gambling activities, the use of drugs or any other unlawful activity are expressly prohibited. A violation of this provision by Charterer or its guests shall be grounds for immediate termination of the charter and return to dock, with forfeiture of all monies paid. AFFINTY reserves the right to refuse service of alcoholic beverages purchased by the Charterer to any guest of Charterer who is under the age of 21 or who is obviously intoxicated.

**7. DISPLAYS, DECORATIONS & PERSONAL PROPERTY**

No displays or decorations may be installed on the vessel by Charterer without prior written consent from AFFINTY. In the event any personal property of the Charterer or its guests or invitees is placed in or installed on the vessel and left there either prior to or following the charter, AFFINTY is not liable for any loss or damage to such property, regardless of the reason. Charterer is not permitted to bring any liquor, beverages or food on board the M/V AFFINTY without prior written consent from AFFINTY.

**8. COLLECTION COSTS**

In the event Charterer defaults in the payment of any sum of money due hereunder and shall become necessary for AFFINTY to employ an attorney, collection agency, or other lawful method to collect any sums due AFFINTY under this agreement, Charterer agrees to pay all expenses of collection, including reasonable attorney fees and costs.

**INDEMNIFICATION**

To the extent permitted by law, Charterer agrees to protect, indemnify, defend and hold harmless AFFINTY and/or M/V AFFINTY and its owners, employees, and agents/brokers against any claims, losses or damages to persons or property, government charges or fines and cost (including reasonable attorneys fees) arising out of or connected with the charter including, but not limited to, the installation, removal or use of any displays or decoration on the vessel or any part thereof by Charterer or any guest, invitee or agent of Charterer or any independent contractor hired by Charterer, except those claims arising out of the sole negligence or willful misconduct.

### 9. CAPTAIN'S AUTHORITY

AFFINTY's vessel is certified and operated in accordance with the rules and regulations of the United States Coast Guard. AFFINTY shall provide a Licensed Captain who is competent in navigation and a proper and a competent crew to operate the vessel safely and efficiently within the limits of New York, New Jersey, and Connecticut waters and the cost is included in the charter fee. Within the foregoing limits and the time constraints imposed by the duration of the charter, the Charterer may decide the general course of the voyage. Nevertheless, Charterer agrees to be guided by the Captain concerning the safe navigation of the vessel, weather conditions, anchorages and other pertinent technical matters. If, in the sole judgment of the Captain, weather conditions or other factors make it unsafe to navigate the vessel during the scheduled hours of the charter, the vessel shall not sail and the event will be held at the dockside during the hours scheduled for the charter without refund.

### 10. DAMAGE TO PROPERTY

Charterer agrees to conduct the charter in an orderly manner and in full compliance with all applicable laws and regulations and rules promulgated by AFFINTY. Charterer assumes full responsibility for any damage done to the vessel or any part thereof during the charter or at any time prior to or following the charter when Charterer, its guests, invitees, agents or any independent contractor hired by Charterer are given access to AFFINTY facilities.

### 11. ENTIRE AGREEMENT

This agreement represents the entire agreement between the parties, any oral representations or understandings to the contrary notwithstanding. To be effective, any revision or alteration of the terms of this agreement requested by Charterer must be in writing and agreed to in writing by AFFINTY.

### 12. NON-WAIVER

Any failure by AFFINTY to strictly enforce the terms of this agreement in the event of a breach by Charterer shall not be deemed a waiver with respect to a subsequent breach.

### 13. SEVERABILITY

In the event any provision of this agreement shall be declared by any court of competent jurisdiction to be invalid, for any reason, then notwithstanding same, the remaining terms and conditions of this agreement shall remain in full force and effect to the same extent as if the invalid provision had not been incorporated herein.

Above pricing reflects a 5% discount for Cash, Check or Wire Transfer

#### Accepted & agreed to:

AFFINTY c/o

For Prestige Yacht Charters, Inc.

For Charterer

\_\_\_\_\_ *D Hackert* \_\_\_\_\_

Signature

\_\_\_\_\_

Signature

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

*Please make checks payable to: Prestige Yacht Charters, Inc., 28 Sulgrave Rd. Scarsdale NY 10583*