

# Miss Alyssa Time Charter Agreement

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## TIME CHARTER AGREEMENT

Bering Sea Excursions Inc, (hereinafter "Owner") whose address is P.O Box 920452, Dutch Harbor, AK 99692 and whose Tax Identification ID is 92-0170368, hereby agrees to let ALEUTIAN ADVENTURES, hereinafter "Charterer" hire the MISS ALYSSA (hereinafter "Vessel"), subject to all of the terms and conditions of this Charter Agreement.

### Government and SAM Designations:

Bering Sea Excursions is a veteran, Alaska Native, and woman owned small business.

Tax ID number 92-0170368

Duns number 79760993

Mandatory Cage Code CCR 34XM5.

## CHARTER OF VESSEL

Owner hereby charters the Vessel to Charterer, and Charterer hereby charters the Vessel from Owner. Charterer shall at no time have any right, title, or interest whatsoever, legal or equitable, in or to the Vessel, nor shall Charterer have any responsibility for operation, navigation or management of the Vessel. Charterer shall have access to the Vessel, with permission of the Captain, for mobilization and necessary accommodations to the charter activities.

## PAYMENTS AND GOVERNING TERMS

Any part of a day shall be counted as a whole day without apportionment. Final adjusted payment shall be paid upon completion of charter. No such hire amount shall be due for any time when the Vessel is not in compliance with this Agreement, is not in condition to be safely operated, is in an event of Force Majeure, or, by any reason, other than weather, cannot be operated with a degree of control and precision required by Charterer's project needs.

## CHARTER FEES, EXPENSES AND TAXES

Charterer agrees to pay Owner on a day rate basis commencing on Date of Delivery and Terminating on the Date of Redelivery as follows:

24 HOUR CHARTER RATE \$\_\_\_\_\_ per 24-hour period. This rate shall be charged for any day in part or in full when the Vessel is required to moor outside of their home port of Dutch Harbor.

DAILY CHARTER RATE \$\_\_\_\_\_ per day. This rate shall be paid for each day that the Vessel is at sea AND returns to port nightly to moor.

WEATHER HOLD DAYS \$\_\_\_\_\_ per day. Highly recommended to allow for a minimum of one weather hold day as weather in this region may require more time to complete scope of work.

FUEL CHARGE will be based on estimated engine running hours, scope of work and charter duration.

CREW MEMBER(s) \$\_\_\_\_\_per/person/day. This rate covers a relief Captain and any additional crew.

MOORAGE: Paid for by Owner, unless mob and de-mob require City Dock

PROVISIONS: Continental breakfast, lunch and snacks provided by Owner.

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CONSUMABLES: Beverages without alcohol will be provided as part of the contract  
CITY TAXES: Any charter work performed inside the City limits will incur a city tax of 3% in the final billing.

## USE AND OPERATION OF VESSEL

Owner and the Captain of the Vessel will have sole responsibility for determining whether and under what conditions the Vessel can safely be operated. Owner will provide properly licensed captains to operate all Vessels during the charter as required by Charterer. Daily hours are strictly limited to up to 10 hours of charter time per day to ensure a proper rest period for Captain.

FOR DAILY CHARTERS: Any time that is required and approved by the Captain over 10 hours a day, will incur an hourly surcharge of \$250.00 per hour plus an overtime surcharge of \$50.00 per crew member to be added upon completion of charter work based on boat log records.

## SUBCHARTER

Neither party may assign this Agreement or enter into a Sub-charter

## LOSS DAMAGE OF VESSEL

All risks of loss of or damage to the Vessel or Additional Equipment chartered hereunder, from whatever cause are hereby assumed by the Owner during the charter term. All risks of loss or damage to Charterer's Equipment, from whatever cause, placed onboard the Vessel will be solely borne by the Charterer.

## INSURANCE

Without limiting any of the other provisions of this Agreement, Owner and Charterer shall, at their own expense, provide the following insurance throughout the Agreement term:

Owner shall, at Owner's expense, provide Hull and Machinery coverage for the Vessel, including physical damage and loss on Additional Owned Equipment, if any, to its full actual market value. Charterer shall provide, at Charterer's expense, physical damage or loss insurance on all machinery and equipment that it brings aboard the Vessel whether owned or leased by Charterer.

Owner and Charterer shall carry adequate insurance for their respective personnel stationed aboard the Vessel as follows:

- a. Maritime Employers Liability in the amount of not less than \$1,000,000 per occurrence
- b. Owner and Charterer shall maintain their own separate Maritime/General Liability insurance in an amount not less than \$1,000,000
- c. Pollution Policy in place of \$2,000,000 per occurrence.

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## SCOPE OF WORK DESCRIPTION

### PER THE CHARTER AGREEMENT:

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### CHARTER COSTS PER PHASE AND PAYMENT SCHEDULE

\*Reservation deposit of \$\_\_\_\_\_ is required to reserve specified date ranges

\*Deposits are non-refundable, however if you must cancel, you will have 365 days to rebook

\*Final Payment may be made by credit card, check or direct deposit and is due upon completion of charters.

\*All invoices are due upon receipt

<b>DATES</b>	<b>DAYS</b>	<b>DAILY</b>	<b>EXTENDED</b>
		\$	\$
		\$	\$
CREW		\$	\$
COST OF FUEL		\$	\$
DISCOUNT FOR LOYALTY		\$	\$
<b>TOTAL PROJECTED COST OF CHARTER</b>			<b>\$</b>

**Charter work and demobilization will be completed by:**

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BY: \_\_\_\_\_  
Signature of Owner

BY: \_\_\_\_\_  
Signature of Charterer

\_\_\_\_\_  
Printed name and Title

\_\_\_\_\_  
Printed Name and Title

## CONTACT, TAX AND BANKING INFORMATION

Bering Sea Excursions Inc. is located at 376 Steward Road, Unalaska, AK.

The Vessel is moored at the Carl E Moses Dock in Dutch Harbor.

Mailing address; Bering Sea Excursions Inc, P.O. Box 920452, Dutch Harbor, AK 99692.

Phone; 907-581-3386 for office/shop 907-581-1386 for 24 hour and after hours services.

Fax number; 907-581-3124.

Captain Jimmer can be reached at 907-359-4090 and Alyssa McDonald at 206-390-8960.

Visit us at [www.missalyssa.com](http://www.missalyssa.com)