



## Vessel Conveyance Terms & Conditions

**This Vessel Conveyance Terms & Conditions document (this “Agreement”) gives you the terms upon which Sightseeing Tours Management, Inc. D/B/A Island Queen Cruises & Tours agrees to provide vessel conveyance (the “Cruise”) and is accepted in its entirety by You by the purchase of a vessel tour/excursion ticket.**

**Welcome Aboard!** We look forward to having You as Our guest. On behalf of Our entire staff, we want Your experience to be safe and enjoyable.

**NOTE: All tickets constitute an agreement for conveyance only for the Cruise identified by time and date on the purchased ticket. Tickets are not valid for any other scheduled cruise. (See Item 3, below)**

### TERMS AND CONDITIONS OF VESSEL CONVEYANCE

1) **Defined Terms:** Here is what the terms in this Agreement mean: “Cruise” means the specific cruise on Our Vessel, for which You bought a ticket, **ONLY FOR THE TIME AND DATE INDICATED.** “Us”, “We”, “Island Queen” or “Our” means or refers to, Sightseeing Tours Management, Inc. D/B/A Island Queen Cruises & Tours and any of its affiliated entities; and for the purposes of the defenses, limitations of liability and rights in this Vessel Agreement only, it also includes the ship on which You have or will travel (the “Ship” or “Vessel”), and the Ship’s tenders, operators, managers, charterers, officers, staff, crewmembers, and employees. “Passenger” refers to any and all persons traveling upon the Cruise, including Yourself and any person for which a ticket was purchased and who will use the ticket for purposes of conveyance admission. “You” or “Your” refers to any person conveyed on Our Vessel, including any person who will use a ticket for purposes of conveyance admission.

2) **Cruise:** You agree to pay the ticket cost for the Cruise, and We agree to provide a Cruise at the date and time stated on the ticket.

3) **Timed Ticketing:** **The ticket You have purchased is limited to the right to embark on a Cruise at the date and time indicated on the Ticket, and at no other time.** We have no obligation to honor any ticket upon any cruise, other than that identified on the ticket. Unused tickets are not refundable. We do not provide parking (See Item 16, below), nor will a Cruise be delayed by reason of late arrival. At Our sole and exclusive discretion, in the event of a “missed cruise,” We may elect, on a case by case basis, to waive the provisions of this Section 3 and allow conveyance on a Cruise other than the Cruise for which a ticket was issued.

4) **Credit Card Payments:** All payments shall be made in cash, certified check, travelers cheques or credit card. By providing Us with Your credit card information, you expressly authorize Us to charge Your credit card account for any fees due and owing hereunder when due, inclusive of any later-requested services or products purchased in the course of the Cruise, or fees for damages or vessel cleaning beyond normal usage conditions, caused by You. You represent that You are the proper legal holder of the credit card, and that You will take no action in using a credit card in a manner intended to deprive Us of amounts due to Us.

You agree that You will not reverse any credit card payment to Us, or place a stop-payment on any check or credit card, without providing us with business five days’ notice of intention to do so, stating in writing any reason for the planned action, and reasonable opportunity for Our response thereto, not to exceed five business days. If You do, or if You give Us a dishonored check, You agree to repay Us for the full amount of the failed payment, and to pay for all costs, including reasonable attorneys’ fees, We incur in collecting, or attempting to collect, these amounts by collection or litigation action. You agree to be personally liable for payment of all fees and costs, notwithstanding failure of any credit card company to pay all amounts owed to Us, and notwithstanding any terms or conditions in any contract between you or Us with any credit card company.

5) **Change in Itinerary/Cancellation:** Water travel involves uncertainties not present in land-based transportation. You and We acknowledge that events affecting the marine environment may limit, change or prevent the Cruise. We may, in our

discretion, change the Cruise route or discontinue the Cruise, or cancel the Cruise in Our discretion, based upon prevailing weather or waterway/seaconditions, United States Coast Guard edict or directive, governmental actions preventing operation, unforeseen mechanical occurrences, Army Corps of Engineer edict or directive, bridge malfunction, water level conditions, safety or security alerts or similar occurrences. If We are subject to conditions which require us to cancel the Cruise for any reason or if We breach this Charter Contract, we will provide the option of rescheduling your Cruise, or at your option, returning to You all amounts paid to us, as Your sole and exclusive remedy.

**6) Passenger Condition/ Disabled Guests:** We welcome the opportunity to host and assist disabled guests. Please help Us prepare to provide a quick and appropriate accommodation by telling Us at the time You purchase your Cruise ticket, or as soon as possible, of any guest needing special assistance due to physical or mental disability requiring special accommodation during the Cruise. Please also let Us know if a service animal is contemplated, so We can be helpful. We may limit the availability of passage if unable to arrange an accommodation consistent with passenger safety.

**7) Authority to Refuse Transport and Remove Passengers:** We want to conduct a safe enjoyable Cruise for all Passengers. If any Passenger shall be ill, injured, act in a disorderly manner, or fail to comply with the Laws and Regulations (as defined in Section 8 below) or any directive established during the Cruise for the general safety and comfort of others aboard the Vessel, one of Our employees (most likely the Captain or his/her designee) will be the sole judge of the condition and the appropriate measures to be taken. Neither We nor Our employees shall be liable for any mistake in judgment in making this determination. We further reserve all rights to terminate any Cruise at any time when deemed, in the discretion of the Captain, appropriate or advisable for the maintenance of decorum, compliance with Laws and Regulations, protection of property, safety or avoidance of injury.

**8) Compliance with Laws and Regulations:** You agree to observe and obey all the Laws and Regulations (as defined in the next sentence), inform all passengers for whom You purchased a ticket of the Laws and Regulations. "Laws and Regulations" means all requirements of all laws, orders, ordinances and regulations of the federal, state, county, and municipal authorities, the terms of this Agreement, and directives and orders from Us and Our employees, and the captain and personnel of the Ship during the Cruise, especially laws and Regulations intended to foster safety.

**9) Food and Beverages:** All on-board food and beverages must be purchased from Us, unless otherwise expressly agreed, which only be agreed and approved if We are unable to provide adequate medically/religiously related provisions. (e.g. halal or kosher requirements). No other food or beverage may otherwise be brought onto the Vessel. We will not be responsible for any claims You may have with respect to any food You may bring on the Vessel and approved for special dietary or religious reasons.

**10) Alcoholic Beverages:** All laws relating to the service of alcoholic beverages shall apply equally to all Cruises. We reserve the right to deny or restrict the service of alcohol to any Passenger. You may not attempt to have Us serve alcohol, or Yourself serve alcohol or misrepresent the age of a Passenger, with the intention of causing consumption of alcohol on Our Vessel by a minor.

**11) Illegal and Controlled Substances:** The use of illegal or controlled substances on Our Vessel is prohibited. We reserve the right to refuse passage to any Passenger appearing in our sole discretion and judgment to be in possession or in the active use of unlawful substances. If illegal or controlled substances are being consumed, We may report unlawful activities to law enforcement officials for intervention upon vessel disembarkation, without any right whatsoever of recourse against Us, by any Passenger, for the good-faith belief and report of unlawful or prohibited substance-related activity.

**12) Passenger Liability and Responsibility** Please help Us assure a safe and enjoyable time for all. You agree to promptly pay Us for the full replacement cost of any and all loss of or damage (except ordinary wear and tear) to the Vessel caused by You including any damage or loss caused by the failure to act in accordance with the terms of this Agreement, or a directive of the Ship's crew. You will be required to reimburse Us for the full replacement cost and/or any and all loss or damage to Us as a result of any personal injury or damage caused by Your acts or omissions or the acts or omissions of any Passenger for which You purchased a ticket, including any minor traveling with You.

You agree to be responsible for and hold Us, our crew master, employees, owners and agents harmless for any damages, liabilities, losses, penalties, fines, charges or other expense incurred by or imposed upon Us, our crew master, employees, owners or agents as a result of any act, omission or violation of Laws or Regulations by You and; any liability, cost or expense (including all legal expenses) incurred by or imposed upon Us, Our crew, master, employees, owners or agents associated with, or arising from, You seeking to claim damages or recoveries against Us exceeding those allowed in this Agreement.

**13) Limitation on Liability:** (a) IN THE EVENT YOU ARE INJURED, BECOME ILL, OR DIE, OR YOUR PROPERTY IS LOST OR DAMAGED, WE WILL NOT BE LIABLE TO YOU FOR ANY DAMAGES UNLESS THE OCCURRENCE WAS DUE TO OUR PROVEN NEGLIGENCE OR WILLFUL FAULT. WE DISCLAIM LIABILITY UNDER ANY CIRCUMSTANCES FOR INFLICTION OF EMOTIONAL DISTRESS, MENTAL SUFFERING OR PSYCHOLOGICAL INJURY WHICH WAS NOT: (I) THE RESULT OF PHYSICAL INJURY TO THE CLAIMANT CAUSED BY THE NEGLIGENCE OR FAULT OF A CREWMEMBER OR THE MANAGER, AGENT, MASTER, OWNER OR OPERATOR OF THE SHIP; (II) THE RESULT OF THE CLAIMANT HAVING BEEN AT ACTUAL RISK OF PHYSICAL INJURY, AND SUCH RISK WAS CAUSED BY THE NEGLIGENCE OR FAULT OF A CREWMEMBER OR THE MANAGER, AGENT, MASTER, OWNER OR OPERATOR OF THE SHIP; OR (III) INTENTIONALLY INFLICTED BY A CREWMEMBER OR THE MANAGER, AGENT, MASTER, OWNER

OR OPERATOR OF THE SHIP. IN NO EVENT WILL WE BE LIABLE TO YOU FOR CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES.

(b) WE ASSUME NO LIABILITY IN RESPECT OF THE ACTS OR OMISSIONS OF ANY THIRD PARTY. IN ADDITION TO THE LIMITATIONS OF, AND EXEMPTIONS FROM, LIABILITY GRANTED UNDER THIS AGREEMENT, WE ALSO RETAIN ANY AND ALL LIMITATIONS OF, AND EXEMPTIONS FROM, LIABILITY ACCORDED TO SHIP-OWNERS AND OPERATORS BY STATUTE OR RULE OF LAW INCLUDING, WITHOUT LIMITATION, THOSE PROVIDED FOR IN 46 UNITED STATES CODE APP. SECTIONS 30501 -30511, WHICH ARE UNITED STATES STATUTES LIMITING THE LIABILITY OF VESSEL OWNERS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE MAXIMUM PROTECTION AFFORDED TO SHIP OWNERS SET FORTH IN 46 UNITED STATES CODE APP. SECTIONS 30501 - 30511, APPLY TO THE CRUISE.

**14) Time Limits for Noticing Claims and Filing and Service of Lawsuits:** (a) IN ANY CASE GOVERNED BY 46 UNITED STATES CODE SECTION 30508, WHICH IS A UNITED STATES STATUTE THAT PERMITS ANY SHIP-OWNER TO LIMIT THE TIME DURING WHICH A PASSENGER MAY FILE A CLAIM OR COMMENCE SUIT AGAINST A SHIP-OWNER, YOU MAY NOT MAINTAIN A LAWSUIT AGAINST US OR THE SHIP FOR LOSS OF LIFE OR BODILY INJURY UNLESS WRITTEN NOTICE OF THE CLAIM IS DELIVERED TO US NOT LATER THAN SIX (6) MONTHS AFTER THE DAY OF DEATH OR INJURY, THE LAWSUIT IS COMMENCED NOT LATER THAN ONE (1) YEAR AFTER THE DAY OF DEATH OR INJURY, AND VALID SERVICE OF THE LAWSUIT ON US IS MADE WITHIN THIRTY (30) DAYS FOLLOWING THE EXPIRATION OF THAT ONE (1) YEAR PERIOD. (b) FOR ALL OTHER CLAIMS, INCLUDING BUT NOT LIMITED TO CLAIMS FOR LOSS OR DAMAGE TO PROPERTY, BREACH OF CONTRACT, ILLNESS OR DEATH OR INJURY, NOT GOVERNED BY 46 UNITED STATES CODE SECTION 183B, YOU MAY NOT MAINTAIN A LAWSUIT AGAINST US OR THE SHIP, NOR WILL WE OR THE SHIP BE LIABLE THEREFORE, UNLESS WE ARE PROVIDED WITH WRITTEN NOTICE OF CLAIM WITHIN 30 DAYS AFTER CONCLUSION OF THE CRUISE, THE LAWSUIT FOR SUCH CLAIM IS COMMENCED NOT LATER THAN ONE (1) YEAR AFTER CONCLUSION OF THE CRUISE, AND VALID SERVICE OF THE LAWSUIT ON US IS MADE WITHIN 30 DAYS FOLLOWING THE EXPIRATION OF THAT ONE (1) YEAR PERIOD. IN THE CASE OF A CLAIM BY OR ON BEHALF OF A MINOR OR LEGALLY INCOMPETENT PERSON, THE TIME PERIODS DESCRIBED ABOVE SHALL BEGIN TO RUN ON THE EARLIER OF: (i) DATE OF APPOINTMENT OF A LEGAL REPRESENTATIVE FOR THE MINOR OR LEGALLY INCOMPETENT PERSON, OR THEIR ESTATE (AS THE CASE MAY BE); OR (ii) THREE (3) YEARS AFTER THE DAY OF DEATH, INJURY OR DAMAGE, AS APPLICABLE.

**15) Marine Security:** You and We are subject to the requirements of the Federal Marine Transportation Safety Act which may require, for security purposes, the identification of all Passengers as well as the inspection of all items brought on any of Our Vessels. Suitable ID should be brought for all adult passengers.

**16) Parking and Vessel Access:** We neither own nor operate any parking facility. We do not maintain contracts to provide parking facilities, nor do We act as agent for any parking facility. Any information provided to You as to parking is provided as a courtesy. We shall have no liability arising from or relating in any manner to the availability, non-availability, delay in the provision of parking or errors in information provided relating to parking.

**17) Miscellaneous:** This Agreement constitutes the entire understanding and agreement between You and Us and supersedes any prior oral, or implied or other agreements between You and We and this Agreement can only be modified by a writing signed by Us. Any additions, deletions or other alterations to, or waivers of any term of, the Agreement which are purported to have been made by Us and which have not been agreed to in writing by Us will not be legally binding upon Us.

Any provision of the Agreement which is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability and the validity and enforceability of the remaining terms and conditions of the Agreement will not otherwise be affected, nor will the validity and enforceability of such provision be affected in any other jurisdiction. Any failure or delay in strictly enforcing any provision of this Agreement shall not be construed as a waiver of any of Our rights to enforce the terms hereof.

**18) Governing Law:** The Agreement is deemed issued in Miami, Florida. This Agreement and its interpretation shall, to the maximum extent allowed under the general maritime law of the United States, be governed by and construed in accordance with the general maritime law of the United States; to the extent such maritime law is not applicable, it shall be governed by and construed in accordance with the laws of the State of Florida.

**19) Choice of Forum/Venue:** You expressly agree, as a material term of this Agreement, that any and all disputes and matters arising under or in connection with this Agreement or the Cruise shall be litigated only in and before a Federal or State Court located in Dade County, Florida. You waive any and all defenses to forum selection and venue as to any matter whatsoever relating to the Cruise and this Agreement.