

FLOAT Terms and Conditions of Use

Your Relationship with Float

Your use of FLOAT's peer to peer watercraft rental marketplace, our services and our Website(s) (collectively known herein as "Services") is subject to the terms of this Terms of and Conditions of Use Agreement (this "Agreement"). FLOAT means Float Your Boat, LLC d/b/a Float and Float Your Boat (herein referred to as "FLOAT," "us," "we," "our," and the "Website"). If you are using the Services on behalf of a corporation or other legal entity, "you" means the entity, and the user is warranting that he or she has the rights to bind the entity. By using the Services, you are agreeing to and are subject to the following terms and conditions, as well as our Privacy Policy as updated and posted to our website from time to time., herein incorporated by reference (collectively, the "Terms"). If you do not agree to all of the Terms you are not authorized to use FLOAT's Services.

You accept the Terms by: (i) clicking to accept or agree to the Terms, where this option is made available to you by FLOAT in the user interface for any of FLOAT's Service; or, (ii) by actually using the Services. In the case of (ii), you understand and agree that FLOAT treats your use of the Services as acceptance of the Terms from that point onward.

FLOAT reserves the right, at its discretion, to change, modify, add or remove any of the Terms, in whole or in part, at any time. Please check this Website and the Terms periodically for changes. Your use of the Services after such modified Terms are posted will mean that you accept such Terms.

FLOAT IS A MARKETPLACE AND IS NOT A PARTY TO ANY RENTAL AGREEMENT OR OTHER TRANSACTION BETWEEN USERS (peer to peer) OF THE WEBSITE.

FLOAT is Only a MARKETPLACE. FLOAT acts as a marketplace service for users of the Website as renters ("Renters") and boat owners ("Owners") (Owners and Renters, each a "User" and together, "Users") to view and post available boats and/or watercraft (herein "Rental Units") to facilitate the rental of such boats and watercraft. FLOAT is not a party to any actual agreement or transaction between Renters and Owners even though we may from time to time provide tools that relate to a booking, such as a tool to enable a Renter to enter into a transaction to rent a specific boat directly from an Owner and payment services to facilitate the booking. As a result, FLOAT has no control over the accuracy or correctness or reliability of the content or information provided or used by such Renters and Owners. Any part of an actual or potential transaction between a Renter and an Owner, including the condition, quality, safety or legality of the boats advertised, the truth or accuracy of the listings (including the content thereof or any review related thereto), the ability of Owners to rent a boat to a Renter, or the ability of Renters to pay for or operate boat rentals are solely the responsibility of each User.

You acknowledge and agree to take all reasonable precautions in ensuring the accuracy and reliability of any User generated content. We are also not responsible for the condition of any

boats listed on the Website or the compliance with laws, rules or regulations that may be applicable to boat and/or watercraft operation, maintenance, rental or charter in any jurisdiction. Renters should satisfy themselves that any boat and/or watercraft rented complies with any legal or safety requirements for such rental, and Renters and Owners have the exclusive and solely individual responsibility for such compliance by either Renters or Owners.

Exclusion of Warranties

YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND WITHOUT WARRANTY OF ANY KIND AND FLOAT, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUBSIDIARIES, AFFILIATES, LICENSORS AND SUPPLIERS EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. NEITHER FLOAT NOR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUBSIDIARIES, AFFILIATES, LICENSORS NOR SUPPLIERS WARRANT THAT THE OPERATION OF THE SERVICE WILL BE UNINTERRUPTED, ERROR FREE OR WITHOUT BREACHES OF SECURITY.

FLOAT, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUBSIDIARIES, AFFILIATES, AND ITS LICENSORS DO NOT REPRESENT OR WARRANT TO RENTERS OR OWNERS THAT:

- THE INFORMATION PROVIDED BY RENTERS OR OWNERS IS TRUE OR CORRECT,
- BOAT RENTALS WILL BE AVAILABLE AT ADVERTISED DATES, TIMES, LOCATIONS, AND/OR PRICES, INCLUDING PURSUANT TO A CONFIRMED OR PURCHASED RESERVATION,
- BOATS WILL BE COMPLIANT WITH ANY LEGAL OR SAFETY REQUIREMENTS,
- YOUR USE OF THE SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS,
- YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR,
- ANY INFORMATION OBTAINED BY YOU AS A RESULT OF YOUR USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE, OR
- THAT DEFECTS IN THE OPERATION OR FUNCTIONALITY OF ANY SOFTWARE PROVIDED TO YOU AS PART OF THE SERVICES WILL BE CORRECTED.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES, SO IN THESE JURISDICTIONS THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY.

Limitation of Liability

IN NO EVENT WILL FLOAT, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUBSIDIARIES OR AFFILIATES BE LIABLE TO RENTERS, OWNERS, OR ANY PARTY FOR:

- ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE, DAMAGES ARISING OUT OF THE USE, AVAILABILITY OR UNAVAILABILITY OF THE SERVICES (INCLUDING BUT NOT LIMITED TO THE UNAVAILABILITY OR CHANGE IN ADVERTISED AND/OR PURCHASED BOAT AND/OR WATERCRAFT RENTALS) OR ANY OTHER SERVICES OR GOODS OBTAINED THROUGH USE OF ANY OF THE FOREGOING, OR ANY DATA TRANSMITTED THROUGH THE SERVICE, EVEN IF FLOAT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND
- ANY LOSS OR DAMAGE WHICH MAY BE INCURRED BY YOU, INCLUDING BUT NOT LIMITED TO LOSS OR DAMAGE AS A RESULT OF:
 - ANY RELIANCE PLACED BY YOU ON THE COMPLETENESS, ACCURACY OR EXISTENCE OF ANY ADVERTISING, OR AS A RESULT OF ANY RELATIONSHIP OR TRANSACTION BETWEEN YOU AND ANY ADVERTISER OR SPONSOR WHOSE ADVERTISING APPEARS ON THE SERVICES;
 - ANY CHANGES WHICH FLOAT MAY MAKE TO THE SERVICES, OR FOR ANY PERMANENT OR TEMPORARY CESSATION IN THE PROVISION OF THE SERVICES (OR ANY FEATURES WITHIN THE SERVICES);
 - YOUR FAILURE TO PROVIDE FLOAT WITH ACCURATE ACCOUNT INFORMATION;
 - YOUR FAILURE TO KEEP YOUR PASSWORD OR ACCOUNT DETAILS SECURE AND CONFIDENTIAL.
 - ANY BODILY INJURY, DEATH, OR PROPERTY DAMAGE THAT MAY OCCUR AS THE RESULT OF A BOATING RELATED ACCIDENT, WHICH MAY CONCERN THE RESERVATION WHICH WAS FACILITATED USING FLOAT'S MARKETPLACE SERVICES. YOU AGREE THAT FLOAT IS NOT A PARTY TO ANY CONTRACT OR AGREEMENT FOR BOAT AND/OR WATERCRAFT RENTALS AND IS IN NO WAY RESPONSIBLE FOR INJURIES TO PERSONS OR DAMAGE TO PROPERTY WHICH MAY OCCUR DURING OR RELATED TO A BOAT AND/OR WATERCRAFT RENTAL WHETHER AS A RESULT OF THE NEGLIGENCE OF ANY RENTER, BOAT OPERATOR, OR OWNER, OR THE SAFETY OF ANY BOAT AND/OR WATERCRAFT OR FOR ANY OTHER REASON. YOU ACKNOWLEDGE AND AGREE THAT FLOAT SHALL HAVE NO LIABILITY RELATED TO YOUR BOOKING AND RENTAL OF A BOAT, AND ANY SUCH BOOKING AND/OR RENTAL IS MADE AT THE RENTER'S AND OWNER'S SOLE RISK.

Notwithstanding this Terms and Conditions of Use Agreement, if FLOAT is held liable, FLOAT's entire aggregate liability under or arising out of these Terms or the Services shall be limited to the greater of (a) the service fees you paid to FLOAT in connection with your use of this Website (if any), or (b) One-Hundred Dollars (US\$100.00). Some jurisdictions do not allow the exclusion or limitation of certain damages, so in these jurisdictions the above limitations or exclusions may not apply.

Release and Indemnity. IN THE EVENT OF A DISPUTE BETWEEN A RENTER AND AN OWNER, OWNER AND RENTER, JOINTLY AND SEVERALLY, HEREBY AGREE TO

INDEMNIFY, RELEASE, DEFEND AND HOLD HARMLESS FLOAT AND ITS DIRECTORS, OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY, THE "FLOAT PARTIES") FROM ANY CLAIMS, CAUSES OF ACTION, DEMANDS, RECOVERIES, LOSSES, DAMAGES (ACTUAL AND CONSEQUENTIAL), FINES, PENALTIES AND OTHER COSTS OR EXPENSES, OF ANY KIND OR NATURE, INCLUDING BUT NOT LIMITED TO REASONABLE LEGAL AND ACCOUNTING FEES (COLLECTIVELY, THE "**CLAIMS**"), KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES, INCLUDING, WITHOUT LIMITATION, DISPUTES ARISING OVER BREACH OF THIS AGREEMENT, BREACH OF ANY SEPARATE AGREEMENT OR TRANSACTION, AND/OR THE SUBSTITUTION OF RENTAL UNITS, (BOATS AND/OR WATERCRAFT OF ANY TYPE OR DESCRIPTION) FURTHER, OWNER AND RENTER EACH HEREBY AGREE TO INDEMNIFY, RELEASE, DEFEND AND HOLD HARMLESS THE FLOAT PARTIES FROM ANY AND ALL **CLAIMS** BROUGHT AS A RESULT OF OWNER AND/OR RENTER'S (1) BREACH OF THE TERMS, (2) VIOLATION OF ANY LAW OR THE RIGHTS OF A THIRD PARTY, AND (3) USE OF THIS WEBSITE AND THE SERVICES.

Your Use of Services

Conditions of Use. As a condition of your use of the Services, (as a Services User) you expressly represent and warrant that (i) if you will be operating a boat and/or watercraft, you are responsible for ensuring that you are sufficiently skilled in the operation of the boat and legally authorized to operate a boat in the state in which you are renting and you will not allow any other occupants of the boat to operate the boat unless they are each of sufficient skill and legally authorized to operate a boat in the state in which you are renting and have executed a Rental Agreement and have also obtained insurance for that specific boat rental; (ii) you possess the legal authority to create a binding legal obligation; (iii) you will use this Website in accordance with the Terms; (iv) you will only use this Website to post or view, as applicable, available boat rentals or transact legitimate boat and/or watercraft rentals for you or for another person for whom you are legally authorized to act with other Users; (v) you will inform such other persons about the terms and conditions that apply to the boat and/or watercraft rental you have made on their behalf, including all laws, regulations, rules and restrictions applicable thereto; (vi) if you are booking a rental on behalf of another person, you are individually responsible for ensuring that such other person is a party to the separate agreement for the rental of the boat; (vii) all information supplied by you to FLOAT is true, accurate, current and complete, and (viii) if you have a FLOAT account, you will safeguard your account information, including your user name and password and other personally identifiable information. You may not authorize others to use your User account, and you may not assign or otherwise transfer your user account to any other person or entity. If you reside in a jurisdiction that restricts the use of the Services because of age or restricts the ability to enter into agreements such as this one due to age, you must abide by such age limits and you must not use the Services. Without limiting the foregoing, the Services are not available to children (persons under the age of 18). By using the Services, you represent and warrant that you are at least 18 years old. FLOAT retains the right at its sole discretion to deny access to the Services to anyone at any time and for any reason, including, but not limited to, for violation of the Terms.

You agree that you will only use the Services for lawful purposes.

Please keep in mind that we will treat anyone who uses your user name and password as "you." We will provide this user with all of the rights and privileges that we provide to you, and we will hold you responsible for the activities of the person using your password. Therefore, we recommend that you maintain your user name and password in confidence, and that you refrain from disclosing this information to anyone who might "pretend" to be you with respect to the Services. We also ask that you notify us immediately if you suspect that someone is using your user name and/or password or otherwise obtaining access to the Services in this or any other inappropriate manner.

Insurance. It is the Renter's responsibility to review the insurance for their rental. Please review any insurance policy carefully, and in particular please make sure that you are familiar with and understand any exclusions to, and any deductibles that may apply for, such insurance policy, including, but not limited to, whether or not your insurance policy will cover the actions or inactions of, or relating to Renters or any hired Captains (and the individuals the Renter invites to the rental, if applicable) while on the Boat. Please send any questions to support@letsfloat.com.

Insurance Claims and Procedure. Renter agrees to the following insurance claim procedures for each Rental: for any incident or damage that occurs during the Rental Period, or for which

- A. Reporting: It is the responsibility of the Renter to report a claim the Renter is otherwise responsible. The Renter must notify the Owner and FLOAT immediately of any major or minor incident that occurs. In an emergency, the Renter should first call a local governing authority and/or call 911, then notify the Owner and FLOAT as soon as possible. If applicable, the Renter must fill out an insurance claim notification form (available by contacting hello@letsfloat.com) as soon as possible and no later than 2 days following an incident.
- B. Damage Assessment: It is the responsibility of the Owner to have the Boat assessed for damage by a reputable marine surveyor/repair facility qualified to perform required repairs. If the Renter is found to have been negligent and/or responsible for the incident, the Renter may owe the Owner an inconvenience fee for the time period it takes to repair the boat to the pre-Charter condition.

Claim Submission: The Renter must notify the Owner as well as FLOAT [hello@letsfloat.com] of any claim submitted as a result of an incident during the Charter Period. The Renter must submit any documentation required by the insurer within 48 hours of an incident.

Payment Services. Payment processing services on Float are provided by Stripe and are subject to the [Stripe Services Agreement](#). You agree to be bound by the Stripe Services Agreement. You also authorize Float to share with Stripe transaction information related to your use of the payment processing services provided by Stripe.

Establishing Payment Account. As a Renter, you are responsible for opening an account, providing payment authorizations for bookings and paying for Services according to these Terms, as well as others which may be included at the time of booking. As a Renter you agree to provide all requested information, including a credit card to be used for pre-authorization/reserve and payment/capture for Services. Payment for a booking will be made by FLOAT directly to the Owner who posted the listing.

By providing your credit card information to us, you agree that we are authorized to charge your card with the total cost of the rental and any required deposit, as described below. We will run a pre-authorization for the full amount of the booking on the credit card the Renter supplies at the time of booking. You agree that we can charge a nominal amount of \$1.00 to your credit card to verify the validity of the credit card information you provide. If the Owner accepts the booking, the Renter's credit card will be charged in full. You expressly authorize FLOAT's payments service provider, Stripe, Inc., to originate credit transfers to your financial institution account. FLOAT may also use a service provider to store your credit card information to facilitate payments as described herein and you expressly authorize such storage. FLOAT shall ensure that any service provider it uses to process or store your credit card information is bound by obligations to protect such information commensurate with our Privacy Policy and other applicable security and privacy regulations affecting such service providers, however, those security and privacy regulations are understood to govern the service provider, and you agree to hold FLOAT harmless in the event the service provider is breached.

Payment and Security Deposit. Prior to sending a Booking request to an Owner a pre-authorization is charged on the Renter's credit card in the full amount of the contemplated Rental Fee plus a maximum of a \$1000 Security Deposit. Immediately upon confirmation of an accepted Booking the full amount of the Rental and Security Deposit will be charged to the Renter's credit card provided or on file.

In the event of a damage claim whether or not it results in an insurance claim or additional expenses FLOAT may retain the Security Deposit in its sole discretion. In addition, Renter authorizes FLOAT to charge the Renter's credit card for any additional amounts owing for expenses or damage above the Security Deposit amount for the benefit of the Owner. Should a Renter object to any such additional charges he must notify FLOAT in writing within 30 days of the date on which the additional charge occurred.

Service Charge. FLOAT charges a marketplace service fee of 10% of the total rental (i.e., the booking and any additional expenses) for facilitating the rental and this amount will be reflected in the final amount charged to Renter's credit card. We reserve the right to round up amounts to the nearest whole dollar (for example, \$450.70 will be rounded to \$451). We will process any necessary currency conversion (FLOAT charges in US dollars unless otherwise specified) based upon Renter's currency on the day the credit card is charged and we will charge a conversion fee of 3% of the total rental for currency conversions. We reserve the right to adjust the conversion rate based upon when the payout is made to the Owner. The service fee and any conversion fee constitute "Transaction Fees." FLOAT reserves the right to adjust its

Transaction Fees at any time. Any Fee changes will be effective the next time you book a rental after such fee change goes into effect (i.e., rentals already booked will be subject to Fees as established at the time of booking).

Owner Revenue and Rental Fees. The Owner will have the ability to set the net amount he or she wants to earn on each Rental. The published price the Renter will pay will consist of the sum of the Owner's indicated net amount plus services purchased through FLOAT such as insurance and towing, marketing, credit card processing and other fees (the "Rental Fee").

Payments to Owners. Payment to Owners for accepted bookings will be made net 30 days from the date of the completed rental occasion. Notwithstanding, in limited circumstances, on a case-by-case basis, in its sole discretion, FLOAT may elect to pay an Owner a portion of the accepted booking after the reservation is made and the remaining portion of the accepted booking net 30 days from the date of the completed (fully paid) reservation. **If, after Owner has been paid any portion of the accepted booking by FLOAT, an accepted booking is canceled or terminated for any reason by either Owner or Renter before the reservation is completed, Owner shall return to FLOAT all sums advanced by FLOAT for such reservation immediately (within five (5) days) upon receiving written demand for same. Owner further agrees that FLOAT is not liable for any damages Owner may incur as a result of such cancellation and/or having to return such funds.** If Owner fails to timely refund said sums, FLOAT shall also be entitled to interest on said sums at the rate of 18% per annum, or the highest rate allowed by law, whichever is lower, and all of Float's attorneys' fees and all court costs to recover said sums.

If an Owner does not respond to a booking inquiry, FLOAT reserves the right to transfer the booking and associated payment to another Owner on Renter's behalf. FLOAT reserves the right to hold payment to Owners if FLOAT suspects there has been fraud or other suspicious activity in connection with the rental or payment. Unacceptable payment methods that may be posted on the Website may result in the immediate removal of the non-conforming listing from the Website without notice to the Owner and without refund. Unacceptable payment methods are those methods that may pose a risk of fraud, identity theft, or breach of privacy.

Chargeback Policy. If Renter disagrees with any charges, before any dispute is lodged with Renter's credit card company, Renter shall provide FLOAT with a detailed written explanation of such disputed sum within fourteen (14) days of the charge, and the parties shall engage in a discussion related to same. **FAILURE TO TIMELY PROVIDE NOTICE OF SAID DISPUTE VOIDS ANY CLAIM OR DISPUTE.** At FLOAT's request, Renter shall provide any additional written explanation or details and/or supporting documentation, in the format desired by FLOAT. **RENTER SHALL NOT DISPUTE VALID CHARGES ASSESSED IN ACCORDANCE WITH THESE TERMS OF USE.**

Owner understands and acknowledges that FLOAT acts merely as a marketplace conduit for reservations and payments between Renters and Owners, and Owner assumes all rental payment risk. **IF A RENTER OBTAINS A CREDIT CARD CHARGEBACK AGAINST FLOAT,**

FOR ANY REASON, AND FLOAT HAS ALREADY PAID ALL OR A PORTION OF SUCH AMOUNT TO OWNER, THEN OWNER SHALL IMMEDIATELY (WITHIN FIVE (5) DAYS UPON RECEIVING WRITTEN DEMAND FOR SAME) RETURN TO FLOAT ALL SUCH AMOUNTS.

Taxes. The rental/booking fee and any additional expenses may be subject to applicable local, federal and state taxes. The Owner accepting the booking is solely responsible for the collection, reporting, and payment of applicable taxes. FLOAT may charge applicable taxes to Renter's credit card solely at the direction of the Owner. Owners are solely responsible for determining applicable taxes and should consult with the Owner's own legal/tax advisor about any tax questions in this regard.

Substitution of Rental Units. Renter understands and acknowledges that boats/other watercraft reserved may, from time to time, be subsequently damaged or otherwise become in need of repair before the reservation is commenced. If an Owner is unable to provide the reserved boat and/or watercraft unit to Renter due to it being unavailable, Owner may provide Renter with a substitute unit that is similar in age, size, model, and value as the reserved boat/other watercraft. Owner shall provide Renter with notice of the need for a substitution of unit(s) as soon as reasonably possible, as well as provide Renter with pictures and a description of the substitute unit upon request. If Owner is unable to provide Renter with a similar substitute unit (as described herein), Renter may elect to cancel the reservation any time before it is commenced and, as its sole remedy, obtain a refund in accordance with the Refund Policy as if the Owner had cancelled the reservation. **Renter shall not be entitled to any refund, and shall be obligated to pay all sums owed, if Owner offers Renter a similar unit (as described herein) and Renter nevertheless refuses to complete and/or terminates the reservation.** If there is a dispute between Renter and Owner as to whether the substitute unit offered by Owner is sufficiently similar to the unit reserved by Renter, FLOAT shall make the final determination, in its sole discretion, as to the resolution of the dispute, and Renter and Owner agree to abide by Float's determination.

Cancellation and Refund Policy. If Owner cancels an accepted rental before the rental is commenced, Renter shall be refunded all sums paid to FLOAT for the rental, other than the Transaction Fee.

- If Renter cancels an accepted rental before the rental is commenced, FLOAT shall return to Renter a "Cancellation Refund," as specified below. The Transaction Fee will not be refunded to Renter under any circumstances. The amount of the Cancellation Refund is:
- 100% of the rental price if cancelled more than 48 hours prior to commencement of the rental; and
- 50% of the rental price if cancelled less than 48 hours but more 24 hours prior to commencement of the rental.
- NO REFUND WILL BE GIVEN IF RENTER CANCELS LESS THAN 24 HOURS BEFORE RENTAL START TIME.

If FLOAT issues a Cancellation Refund to Renter that is less than 100% of the rental price, Owners will be credited with the non-refunded portion of such rental price on the Owner's next rental that is successfully completed through FLOAT.

1. Extenuating Circumstances: Either the Renter or Owner can cancel the reservation without charge if certain extenuating circumstances can be shown. For the following extenuating circumstances, the Renter will receive a 100% refund and the Boat Owner will not receive payment.
 - a. Safety related cancellations stemming from the existence of adverse weather conditions apparent prior to the beginning of the Charter.
 - b. Light and medium rains and winds up to 25 mph are not included in this above clause (a) nor are they sufficient cause for cancellation without penalty.
 - c. Small craft advisory. Renter is responsible to check if an advisory has been issued. If so, renter may cancel the reservation in concordance with the owner of the vessel. FLOAT reserves the right to issue a refund after weighing the circumstances around the cancellation.
 - d. Owner cancellation, no-show, or no access to the Boat. In this case, the Boat Owner may be subject to penalties.
 - e. Listing inaccuracies. If the description of the Boat in the Listing on the Service is materially inaccurate with respect to the condition or features of the Boat.
 - f. Grace Periods: Owner, Renter shall have the following grace periods where no penalties will be charge to them. They also have the responsibility of contacting the other parties in case they think they will be late:
 - i. OWNER: 30 minutes at Check Out and at Check In.
 - ii. RENTER: 30 minutes at Check Out and at Check In

Owner Cancellation

Transaction Fees will never be refunded. FLOAT will charge a fee for any reservation that is cancelled after both parties have agreed on a booking. The following is a breakdown of cancellation fees based on the total price of rental:

- If Owner cancels an accepted rental before the rental is commenced, FLOAT shall charge an Owner a "Cancellation Fee" as specified below. The amount of the Cancellation Fee is:
- No Fee if cancelled more than 48 hours prior to commencement of the rental
- The lower of \$50 or 50% of the total rental price if cancelled less than 48 hours but more than 24 hours prior to commencement of the rental.
- The lower of \$100 or 100% of the total rental price if cancelled less than 24 hours prior to commencement of the rental.

The Owner will be debited the cancellation fees on the next rental that is successfully completed through FLOAT. Renters are subject to the cancellation terms set forth in the terms of each

listing. Additionally, if an Owner cancels a rental for any reason other than weather or another circumstance affecting the safety of the Renter, such Owner (rather than the Renter) will be charged the Transaction Fee for the rental, as set forth above.

Late Fees. Returning a Boat late can really inconvenience the Boat Owner and her/his team. If a Renter returns a Boat more than 30 minutes late a late fee will be charged for every half hour the Boat is late beyond the scheduled return time. Each half hour late will incur a fee equal to 1.5 times the hourly rate of the boat.

Rental Start and End Clarifications. The boat and/or watercraft rental starts with the Owners boat is in the water and ends with the boat in the water. If the owners boat is not permanently stored on a dock or slip, the owner is responsible for launching the boat in the water for the Renter at the time of rental. The Owner is also responsible for loading the boat on the trailer after the rental is over. The Renter may not take the Owner's boat and/or watercraft out of the water for any reason.

Check-in / Check-out Procedure. The Owner and Renter must complete and sign the pre-rental checklist of the boats condition before the Renter starts the rental. This is important so that both parties are in agreement of the boats condition and any damage is noted before the renter takes the boat out. A post rental checklist will be completed by the Owner and Renter after the rental has been completed.

Designated Agent. An Owner may designate an agent (a "Designated Agent") to fulfill his or her responsibilities under the FLOAT Services, provided that:

- I. Owner completes a Designated Agent authorization
- II. Float approves the Designated Agent in writing prior to the Designated Agent undertaking any duties on behalf of Owner;
- III. the Designated Agent acknowledges in writing that he or she has fully read and understood this Agreement, the Terms and Conditions of Use, the Owners Policies and Procedures and agrees to be bound by both, and that he or she will be responsible for the Check-out / Check-in List and competence assessment of the Renter.
Owner assumes all liability and responsibility for the acts of his or her Designated Agent.

Drugs and alcohol. Renters may not operate the rented Boat while under the influence of alcohol or any prescription or non-prescription drug for which driving during use is not recommended on the label, or by reasonable opinion of a pharmacist or doctor.

Fuel Fee. Renter must pay for the purchase of fuel to replenish the tank at the marina where it is being returned or at the closest fueling facility to the return location if fuel is not offered at the returning location. Unless other arrangements are agreed upon with the Owner, if the Boat and/or watercraft is returned with less than the amount of fuel as at the start of the charter, and the Renter leaves the Boat and/or watercraft without paying for refueling the Renter will be charged \$6.00 per gallon for each gallon it is deficient. The per gallon fee is subject to change from time to time. For purposes of calculation the percentage difference in the fuel gage from

the check-out of the Charter to the check-in of the Charter shall be multiplied against the fuel tank capacity of the Boat. (e.g. fuel tank capacity = 100 gallons, the posted per gallon price = \$6.00/gallon, the Boat was rented full and returned three quarters full. 100 gallons X 25% X \$6.00 per gallon).

Citation Fee. In the event a citation is issued during the Rental by a law enforcement officer, the party responsible will be fully and personally liable for the costs. If the citation is due to operator error or improper use the Renter is responsible. If it is because of a condition of the Boat and Boat equipment as provided by the Owner, the Owner will be responsible.

Cleaning Fee. If the Boat is not returned in similar condition to when it was rented, normal wear and tear excluded, the Renter may be charged an additional \$100 cleaning fee.

Eligibility Requirements. This Service is intended solely for persons who are eighteen (18) years or older, and any registration, use or access to the Service by anyone under 18 is strictly prohibited and in violation of this Agreement. By accessing the Service You represent that You are at least 18 years old or older. Operators of a watercraft MUST be 21 years of age or older. The Service is not available to any Users previously removed from the Service by FLOAT, unless FLOAT has given You written notice of reinstatement. All Users must provide all requested documentation and information throughout their use of the Service. You acknowledge and agree that the eligibility requirements may change at any time and for any reason and waive notice of same.

Charter Partners and Charter of Charter Partner Boats. Charter Partners currently offering boats for charter to the public but now desire and intend to also List Boats on Letsfloat.com. Charters of Charter Partner Boats shall be booked through the Service in the same manner and in accordance with all of the FLOAT Terms of Use as any other Owner Listed Boat with one very important exception: Charter Partners shall maintain and provide all insurance to cover their charter operation(s).

Charter Partners shall procure and maintain at a minimum the following insurance related to the charter and operation of their vessels while Listed on the Service: (1) Hull and Machinery Insurance to the full extent of the value of the vessel(s); (2) Marine Protection and Indemnity Insurance (including crew coverage for personal injury or death, whether brought pursuant to the Jones Act, General Maritime Law, Unseaworthiness, Vessel Owner Negligence, Maintenance and Cure or otherwise) in a minimum coverage amount of \$1,000,000 with a deductible not to exceed \$10,000; (3) Commercial General Liability coverage (with contractual indemnity coverage and in rem liability coverage but deleting the watercraft exclusion) in a minimum coverage amount of \$1,000,000 dollars with a deductible not to exceed \$10,000; and (4) Vessel Pollution Insurance in a minimum coverage amount of \$500,000. FLOAT shall be named as an additional insured on all of the above described insurance policies.

Renters and Charter Partners are exclusively responsible for confirming that the insurance provided by Charter Partner for any of its Charter operations are adequate and sufficient for their intended Charter and hereby agree to hold FLOAT harmless for any lapse or absence of coverage.

Charter Partners and Renters shall use the applicable charter agreement, operation and business forms provided by FLOAT to conduct their Charters.

Proprietary Materials

The Services may contain proprietary materials such as logos, text, software, photos, video, graphics, music and sound. FLOAT is the owner or licensee of all such proprietary material and all intellectual property rights therein, including without limitation, copyrights and trademarks. In using the Services, you agree not to upload, download, distribute, or reproduce in any way any such proprietary materials without obtaining Float's prior consent, except you may make limited copies of your booking documents (and related documents) for boat rentals booked through this Website. An Owner may elect to display photos of their boat or other watercraft for the purposes of creating Renter interest. FLOAT does not claim and hereby disclaims any copyright in any such Owner provided photos.

Unsolicited Ideas and Feedback

From time to time, Users may submit to FLOAT ideas or suggestions pertaining to our business, such as ideas for new or improved products or technologies, website or tool enhancements, processes, materials, marketing plans or new product names. FLOAT does not solicit such ideas or suggestions and is under no obligation to review or consider them. If you choose to submit any ideas, original creative artwork, suggestions or other works ("submissions") in any form to FLOAT, then regardless of what you say, write or provide to FLOAT in connection with your submissions, the following terms shall apply. The sole purpose of this policy is to avoid potential misunderstandings or disputes in the event that any part of our business, such as our products, websites, technologies or marketing strategies, seem similar to any of your submissions.

If you provide any submissions to FLOAT, you agree that: (1) we may use or redistribute any such submission and its contents for any purpose and in any way without any compensation to you; (2) there is no obligation for us to review any submission; and (3) there is no obligation to keep any submission confidential.

No Spam, Spyware, or Spoofing

FLOAT and our Users do not tolerate spam. You, whether Owner, Renter or User may not use the Site to send spam or otherwise send content that would violate these Terms and Conditions of Use.

Links to Third-Party Websites

The Services may contain links to other websites operated by parties other than FLOAT ("Third-Party Websites"). FLOAT's links to such other Third-Party Websites is for informational purposes only and does not imply any endorsement of the products, services or material on such Third-Party Websites or any association with their sponsors or operators. You access any Third-Party Websites at your own risk. We are not responsible in any way for such Third-Party

Websites or resources. We will not have any liability as a result of your use of such Third-Party Websites and resources, and your use of such sites and resources will not be governed by this Terms and Conditions of Use Agreement.

Other Terms

General Compliance with Laws. You shall comply with all applicable laws, statutes, ordinances and regulations regarding your use of the Services.

Headings. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section of this Agreement.

Assignment. This Agreement, the Terms and Conditions of Use, the FLOAT Marketplace, the Services and any modifications thereto may not be assigned or in any way transferred by you without the prior written consent of FLOAT. FLOAT may assign this Agreement, the Terms, and any information you provide without your consent, including, without limitation, in connection with a sale of its business, assets, a merger or other similar transaction.

Governing Law. The terms of this Agreement shall be construed in accordance with the substantive laws of the State of Minnesota, United States of America, without giving effect to the principles of conflict or choice of law of such state. The original form of this Agreement has been written in English. The parties hereto waive any statute, law, or regulation that might provide an alternative law or forum or might require this Agreement to be written in any language other than English. This Agreement expressly excludes the United Nations Convention on Contracts for the International Sale of Goods.

Choice of Forum and Venue. Subject in all case to the Agreement to Arbitrate Section of this Agreement, You (whether Owner, Renter or User) hereby consent to the exclusive jurisdiction and venue of courts in Minnesota, U.S.A., in all disputes unresolved by Arbitration arising out of the Terms or relating to the use of the FLOAT Services.

No Responsibility for Acts of God. FLOAT shall not be liable for any delay or failure to perform in connection with any booking, the use of the Services, or in the performance of any obligation hereunder, if such delay or failure is due to or in any manner caused by acts of God, rebellion, riots, hijacking, insurrection, civil commotion, strikes or labor disputes, fires, floods, laws, regulations, acts, demands or and orders of any government or agency, seizure of the boat under legal process, adverse weather conditions, inability to obtain fuel, boat damage or loss, lack of essential parts or supplies, mechanical problems, illness or incapacitation of crew members, denial of operating or docking approvals, clearances or permits by governmental authority, or any other cause which is beyond the control of FLOAT. FLOAT is hereby released by a User from any claim or demand for any direct or consequential damages arising out of failure to perform as a result of a force majeure event whether or not herein enumerated or other event referenced above.

Severability. If any provision of this Terms and Conditions of Use is found to be invalid, illegal or unenforceable by any court having competent jurisdiction, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby, and the remaining valid, legal, and enforceable provisions will be interpreted, to the extent possible, to achieve the purposes as originally expressed in the invalid, illegal, or unenforceable provision.

Waiver. No waiver of any of the Terms shall be deemed a waiver of any other such Terms set forth herein.

Entire Agreement. The Terms constitute the entire agreement between you and FLOAT (whether Owner, Renter or User) with respect to the subject matter covered herein, including use of the Services and any subject matter therein, and supersede all previous communications, representations, understandings and agreements, either oral or written, between the parties with respect to said subject matter.

Termination. Float may immediately issue a warning, temporarily suspend, indefinitely suspend or terminate User's use of all or any portion of the Services if you as User breach these Terms and Conditions of Use, or at any time or for any reason, at the sole discretion of FLOAT.

Non-Endorsement. FLOAT does not recommend one Owner over another and does not provide advice to Users regarding which Owner to select for the rentals. All comments or reviews posted by Float Users, Renters, or Owners on the FLOAT Website do not represent the views of FLOAT in any way and are not endorsed by FLOAT absent a specific written statement to the contrary. Hate speech or other obscene commentary by any User about any Owner, Renter or other User may be grounds for FLOAT removing that User's access to the Services.

No Relationship. You agree that no joint venture, partnership, agency or employment relationship exists between you and FLOAT as a result of this Agreement or use of this Website.

Notice of Claim. You agree that all disputes arising out of the Terms or the use of FLOAT's Services shall be communicated to Float in writing within thirty (30) days from the date of the incident causally related to the dispute. You hereby waive your right to any claim against FLOAT not communicated to FLOAT as provided by this Section.