

## PASSENGER CHARTER AGREEMENT

THIS PASSENGER CHARTER AGREEMENT (“Agreement”) is between Hornblower Cruises and Events, LLC (dba City Cruises anchored by Hornblower) (“City Cruises”) and [NAME OF CHARTERER] (“Charterer”) for the event described on the attached Charter Summary (the “Event”) incorporated by reference and made a part of this Agreement. This Agreement is between City Cruises and You alone, and is not enforceable by any other party.

1. Defined Terms: Here is what the terms in this Agreement mean: “Cruise” means the specific cruise indicated on the Charter Summary. “City Cruises” refers to Hornblower Cruises and Events, LLC, dba City Cruises anchored by Hornblower, and for the purposes of the defenses, limitations of liability and its rights in this Agreement only, it also includes City Cruises’ Directors, Officers, agents, owners, employees, charterers (other than You) and the ship on which You have or will travel (the “Ship”). “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 City Cruises and its employees, and the captain and personnel of the Ship. “Passenger” and PASSENGER refers to You (whether participating in the event or not) and any and all persons traveling under the Agreement, including all of Your guests and any of Your third-party vendors. “You” or “Your” refers to the Charterer under this Agreement.
2. Payment. All payments shall be made in cash, certified check, company check, wire transfer or credit card. You agree that You will not reverse any credit card payment to City Cruises, or place a stop-payment on any check, without our written consent. If You do, or if You give City Cruises a dishonored check, You agree to repay City Cruises for the full amount of the failed payment, and to pay for all costs, including reasonable attorneys’ fees, City Cruises incurs in collecting these amounts. You agree to pay any applicable Federal, state, county, or municipal transaction taxes which are required to be paid in connection with this Agreement. The charter or event price is based on Your contracted prices and the estimated number of guests You provide to City Cruises. You must provide City Cruises with a final guaranteed guest count at least twenty-one (21) days before the date of Your event, and that guest count will then be the basis for a minimum charge for Your event. If You do not provide City Cruises with that final guest count at least fourteen (14) days before the date of Your event, the most recent Charter Summary calculation will be the minimum charge. If You request any menu changes to any pre-selected menu less than fourteen (14) days prior to the date of Your event, You agree to pay the full cost of any such changes as billed to You. All outstanding balances on Your total charter price, including those based on the final guaranteed guest count, are due twenty-one (21) days before the date of Your event. City Cruises will count the number of Your guests boarding the Ship for Your event; this count will be final and, if greater than Your guaranteed guest count, will be the basis for additional guest charges which You will be obligated to pay. Payments for any such additional guests, or additional services You request either before or during the cruise, are due at the end of the Event.
3. Reservation, Deposit, and Timely Payment. City Cruises requires a deposit of a portion of Your expected charter fees, as shown in your Charter Summary (the “Deposit”). Timely payment of the Deposit is essential to assure that City Cruises hold Your reservation. City Cruises reserves the right to cancel Your reservation and this Agreement, and keep the total of any payments we have received from You for the Cruise, if an amount owed to City Cruises is not paid in full by the required payment date. Please do not risk cancellation by making late or only partial payment.

4. Taxes, Service Charge and Gratuities. An administrative fee, plus applicable state and local taxes, will be charged to You based on the food, beverage and all other services shown in the Charter Summary and is not distributed to employees. The administrative fee does not represent a tip or gratuity for our service staff and is used to offset charges and fees related to the operation of the cruise. The administrative fee will not be distributed as a gratuity to our employees who provide service to you. Any gratuities which you may wish to leave in addition to the required administrative charge are entirely discretionary and should be based on the degree to which the service you received exceeded your expectations. Any such gratuities will be distributed to certain designated team members of City Cruises' crew who performed services for Your event and You agree that City Cruises may do so.
5. Other Service Charge. Convention Center Surcharge, fuel surcharge fees and administrative fees are included in the above charges. The ticket price is allocated 30% to the meal and 70% to the cruise. Tax exempt groups are required to submit a State of Massachusetts tax exempt letter. The only organizations that are exempt from paying the Massachusetts Convention Center Surcharge are organized school groups or youth groups, both of which must be of high school age or younger.
6. Change in Itinerary/Cancellation. Water travel involves uncertainties not present in land facilities. City Cruises may, in its sole discretion, remain dockside, substitute vessels, change the course or schedule of the Cruise, discontinue the Cruise, or cancel the Cruise for any reason. City Cruises shall have no liability arising from any such change of course or schedule, change of vessel, discontinuance, cancellation or other failure to depart from or arrive at any port at the scheduled or announced time. Except as otherwise provided herein, if a Cruise is cancelled before commencement, You will be entitled, as Your exclusive remedy, to receive a refund of the total payments we have received from You for the Cruise. **IN NO EVENT WILL CITY CRUISES BE LIABLE TO YOU FOR ANY DAMAGES INCLUDING BUT NOT LIMITED TO COMPENSATORY, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES.**
7. Cancellation. Once You have posted Your Deposit and given City Cruises this signed Agreement and Cruise Summary that City Cruises has accepted, City Cruises will reserve the Ship (or portion thereof) for the times specified and start to make all necessary arrangements. That means that City Cruises will not book a conflicting event and will be required to turn away other requests. For that reason, and because of the work City Cruises will have performed, City Cruises' cancellation fee policy is as follows: (a) In the event City Cruises receives a written cancellation notice from You at least one hundred twenty (120) days before the date of Your event, City Cruises will retain 25% of the contracted revenue of Your event and will refund the remainder of Your deposit; (b) If City Cruises receives a written cancellation notice from You less than one hundred twenty (120) days before the date of Your event, but more than twenty-one (21) days before that date, City Cruises will retain the full deposit; (c) If City Cruises receives a written cancellation notice from You twenty-one (21) days or less before the date of Your event, You will be liable for the full amount of the fees shown at that time on the Charter Summary; (d) You also agree to pay a fifty percent (50%) cancellation fee based on the costs of any entertainment You have ordered, but then decide to cancel that order within thirty (30) days of Your event. Any deposits given to City Cruises less than twenty-four (24) hours before departure are non-refundable.
8. Boarding. Please refer to Your Charter Summary for the scheduled boarding time and departure time of Your event. City Cruises anticipates the Ship to return to the dock approximately fifteen (15) minutes before the scheduled end time. It is expected You shall use this time for disembarkation. In the event You

and Your guests have not fully disembarked the Ship within fifteen (15) minutes after the scheduled end time, City Cruises reserves the right to charge You a reasonable overtime charge.

9. Guest Comfort and Safety. We agree to transport the number of Passengers stated in this Agreement. Additional passengers may be added based on availability. In the interests of safety, You may not have more guests on the Ship for Your event than the Ship is certified by the United State Coast Guard to carry. You agree to pay for all Passengers who are actually on the Cruise and in any event for not less than the number of guaranteed Passengers which is based on this signed Agreement. You must provide appropriate adult chaperones over the age of 25 to accompany groups under eighteen (18) years of age. City Cruises reserves the right to require security services for Your event, at Your sole cost.
10. Alcohol; Illegal and Controlled Substances. City Cruises has a zero tolerance policy. No one under the age of 21 will be served, or may consume, alcoholic beverages onboard. City Cruises reserves the right to deny or restrict the service of alcohol to any Passengers. You may not attempt to have City Cruises serve alcohol, or Yourself serve alcohol or misrepresent the age of a Passenger, with the intention of causing consumption of alcohol on the Ship by a minor. The use of illegal or controlled substances, including marijuana on the Ship is prohibited. Remember while aboard the Ship Federal controlled substance laws apply, and you are subject to the jurisdiction of the United States Coast Guard. City Cruises reserves the right to discontinue the Cruise if illegal or controlled substances, including marijuana, are being used. No refunds or exchanges will be given. Neither may You, anyone acting for You, or Your guests bring animals, alcoholic beverages (except by special arrangement with City Cruises), explosives, firearms, illegal substances, or articles of a dangerous or damaging nature aboard the Ship. Unless we have given our express prior written approval thereto, all Passengers boarding the Ship for a Moonlight Cruise (any Cruise beginning after 11:00 p.m.) must be 21 years of age or older and must present a valid picture I.D. Neither we nor our employee shall be liable for any mistake in judgment making this determination.
11. Passenger Condition/Disabled Guests. City Cruises welcomes the opportunity to host and assist disabled guests. Please help City Cruises by telling City Cruises (preferably in writing) at the time You book Your Cruise, 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 City Cruises know if a service animal is contemplated, so City Cruises can be helpful. City Cruises may limit the availability of passage if unable to accomplish an accommodation consistent with passenger safety.
12. Passenger Screening and the Authority to Refuse Transport and Remove Passengers. City Cruises strives to conduct a safe enjoyable Cruise for all guests. In accordance with the Maritime Transportation Security Act of 2002, all passengers and their belongings are subject to search as directed by City Cruises' Captain or his/her designee. City Cruises reserves the right to refuse to transport any Passenger, and to eject any Passenger at any port of call, at the Passenger's expense. If any Passenger shall be ill, injured, act in a disorderly manner, or fail to comply with the Laws and Regulations or any directive established during the Cruise for the general safety and comfort of others aboard the Ship, one of City Cruises' employees (most likely the Captain or his/her designee) will be the sole judge of the condition of the Passenger and the appropriate measures to be taken. Neither City Cruises nor its employees shall be liable for any mistake in judgment making this determination.
13. Approved Activities. Not every activity is appropriate for City Cruises' vessels. City Cruises reserves the right to approve all Cruise activities. Only approved activities shall take place. You agree to obtain all special permits or licenses required for Your Cruise at Your expense. You will deliver all required permits

or licenses to City Cruises thirty (30) days prior to the Cruise. City Cruises shall display any permits during the Cruise.

14. Compliance with Laws and Regulations. You agree to observe and obey all the Laws and Regulations, inform all Passengers You bring with You of the Laws and Regulations, and obtain the consent of all Passengers to observe and obey the Laws and Regulations.
15. Third Party Vendors. You agree not to hire anyone to perform services or sell goods in the boarding area or on board the Ship unless You notify City Cruises in advance, and City Cruises reserves the right to refuse such services or goods if inappropriate. City Cruises reserves the right to require satisfactory evidence of general liability insurance naming City Cruises as an additional insured and worker's compensation insurance with a waiver of subrogation as to City Cruises from those You hire or employ to be aboard City Cruises' vessels and facilities. Anyone You hire will work only for You, and they are not City Cruises' subcontractors or employees. You agree to be solely responsible to insure, defend, indemnify and hold harmless City Cruises from any claims involving those You hire in conjunction with Your event.
16. Food and Beverages. No food or beverage may be brought onto the Ship without City Cruises' prior authorization, granted in City Cruises' sole discretion. No food or beverage may be removed from the Ship.
17. Passenger Liability and Responsibility for Your Guests. Please help City Cruises assure a safe and enjoyable time for all. (a) You are responsible for the conduct and supervision of the Passengers on the Ship, including compliance with Sections 10 (Alcohol; Illegal and Controlled Substances), 14 (Compliance with Laws and Regulations), and 16 (Food and Beverage); (b) You agree to promptly pay City Cruises for any and all loss of or damage to the Ship, any equipment, decoration or fixtures caused by You or any Passenger attending Your event, 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; (c) You will be required to reimburse City Cruises for the full replacement cost and/or any and all loss or damage to City Cruises or the Ship as a result of any material misrepresentation made by You, including but not limited to, any false statements concerning the intended activity of Your group, the falsely claimed need to provide Passengers with medical services, or the unfounded claim of injury; (d) You will be required to reimburse City Cruises for the full replacement cost and/or any and all loss or damage to City Cruises as a result of any personal injury or damage caused by Your negligent or wrongful acts or omissions or the negligent or wrongful acts or omissions of any Passenger, including any minor.
18. Publicity. You hereby irrevocably grant to City Cruises the right to use, reproduce, create derivative works of, publish, display, and otherwise make publicly available Your name, voice, image, likeness and any other identifying characteristics of You as contained in images, video, film or sound recordings from the Event, in any manner, on or in City Cruises' products, merchandise, goods or for purposes of advertising, promoting or otherwise selling City Cruises' services, and soliciting purchases of, products, merchandise, goods or services, in any and all media, including our websites and social media channels, on a perpetual and worldwide basis, all without compensation to You. You release City Cruises from any liability arising from such use, including, without limitation, claims for invasion of privacy, infringement of Your right of publicity, false light and defamation. You further agree to cooperate fully with City Cruises, upon City Cruises' request, in obtaining all necessary releases from any Passengers shown or depicted in any recordings or photographs from the Event.

19. Indemnification. You agree to indemnify, defend, and hold City Cruises harmless for (a) any damages, liabilities, losses, penalties, fines, charges or other expense incurred by or imposed upon City Cruises, arising from or relating to any alleged negligent or wrongful act, omission or violation of Laws or Regulations by You, or any Passenger, including any minor Passenger; and (b) any liability, cost or expense (including all legal expenses) incurred by or imposed upon City Cruises, associated with the defense or settlement of any claim, directly or indirectly related to personal injury, death or property damage arising from or relating to any alleged negligent or wrongful act of You, or any Passenger. Further City Cruises agrees to indemnify and hold You harmless, including all Directors, Officers, agents, owners, affiliates and independent contractors, from any liability or costs (including reasonable legal fees) incurred in defense of any claim made by any person (including members of Your party) arising from injuries or death to persons or damage to property caused by the negligent acts or omissions of City Cruises and/or its employees.
20. Limitation of Liability. (a) IN THE EVENT A PASSENGER IS INJURED, BECOMES ILL, DIES, OR PROPERTY IS LOST OR DAMAGED, CITY CRUISES WILL NOT BE LIABLE FOR ANY DAMAGES UNLESS THE OCCURRENCE WAS DUE TO CITY CRUISES' NEGLIGENCE OR WILLFUL FAULT. CITY CRUISES DISCLAIMS LIABILITY UNDER ANY CIRCUMSTANCES FOR INFLECTION OF EMOTIONAL DISTRESS, MENTAL SUFFERING OR PSYCHOLOGICAL INJURY WHICH WAS NOT: (i) THE RESULT OF PHYSICAL INJURY TO A PASSENGER 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 PASSENGER 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 CITY CRUISES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES. (b) CITY CRUISES ASSUMES 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 THE AGREEMENT, CITY CRUISES ALSO RETAINS ANY AND ALL LIMITATIONS OF, AND EXEMPTIONS FROM, LIABILITY ACCORDED TO SHIP OWNERS AND TOUR OPERATORS BY STATUTE OR RULE OF LAW INCLUDING, WITHOUT LIMITATION, THOSE PROVIDED FOR IN 46 UNITED STATES CODE APP. SECTIONS 30501-30511. (c) TO THE MAXIMUM EXTENT PERMITTED BY LAW, INCLUDING 46 UNITED STATES CODE. SECTIONS 30501-30511, YOU, ON BEHALF OF YOURSELF AND ANY AND ALL OF YOUR HEIRS, SUCCESSORS AND ASSIGNS, COVENANT NOT TO SUE OR TO INSTITUTE OR CAUSE TO BE INSTITUTED ANY KINDS OF CLAIM OR ACTION IN ANY FOREIGN, FEDERAL, STATE OR LOCAL AGENCY OR COURT AGAINST US ARISING OUT OF, IN THE COURSE OF, FROM OR ATTRIBUTABLE TO THE CRUISE OR THE AGREEMENT.

THE NOVEL CORONAVIRUS, COVID-19, HAS BEEN DECLARED A WORLDWIDE PANDEMIC BY THE WORLD HEALTH ORGANIZATION. COVID-19 IS EXTREMELY CONTAGIOUS AND IS BELIEVED TO SPREAD MAINLY FROM PERSON-TO-PERSON CONTACT. IN KEEPING WITH FEDERAL, STATE AND LOCAL GUIDELINES, CITY CRUISES HAS PUT IN PLACE COMPREHENSIVE PREVENTATIVE MEASURES AIMED AT PREVENTING THE INTRODUCTION TO AND THE SPREAD OF COVID-19 DURING YOUR CRUISE (SEE [HTTPS://WWW.CITY CRUISES.COM/SAFE CRUISE/](https://www.citycruises.com/safecruise/)); HOWEVER, DESPITE OUR MITIGATING EFFORTS, WE **CANNOT GUARANTEE** THAT PASSENGERS WILL NOT BE EXPOSED TO COVID-19 DURING YOUR CRUISE. THEREFORE, WITHOUT LIMITING THE FOREGOING

LIMITATION OF LIABILITY, THE FOLLOWING TERMS AND CONDITIONS ARE EFFECTIVE FOR ALL CRUISES:

(1) GUEST ASSUMPTION OF RISK - PASSENGERS ACKNOWLEDGE THE CONTAGIOUS NATURE OF COVID-19 AND THAT, DESPITE CITY CRUISES' EFFORT TO MITIGATE SUCH DANGERS, PASSENGERS MAY BE EXPOSED TO OR INFECTED BY COVID-19 DURING YOUR PARTICIPATION IN THE CRUISE, AND THAT SUCH EXPOSURE OR INFECTION MAY RESULT IN PERSONAL INJURY, ILLNESS, PERMANENT DISABILITY, OR DEATH. PASSENGERS UNDERSTAND THAT THE RISK OF BECOMING EXPOSED TO OR INFECTED BY COVID-19 MAY RESULT FROM THE ACTIONS, OMISSIONS, OR NEGLIGENCE OF ANYONE. PASSENGERS ASSUME ALL OF THE FOREGOING RISKS AND ARE SOLELY RESPONSIBLE FOR ANY RESULTING INJURY (INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, DISABILITY, AND DEATH), ILLNESS, DAMAGE, LOSS, CLAIM, LIABILITY, OR EXPENSE, RELATED TO COVID-19, THAT PASSENGERS MAY EXPERIENCE OR INCUR IN CONNECTION WITH THE CRUISE ("COVID CLAIMS"). \

(2) GUEST WAIVER OF CITY CRUISES' LIABILITY - PASSENGERS RELEASE, COVENANT NOT TO SUE, DISCHARGE, AND HOLD HARMLESS CITY CRUISES, ITS EMPLOYEES, AGENTS, AND REPRESENTATIVES, OF AND FROM THE COVID CLAIMS, INCLUDING ALL LIABILITIES, CLAIMS, ACTIONS, DAMAGES, COSTS OR EXPENSES OF ANY KIND ARISING OUT OF OR RELATING THERETO. THIS RELEASE INCLUDES ANY CLAIMS BASED ON THE ACTIONS, OMISSIONS, OR NEGLIGENCE OF CITY CRUISES, ITS EMPLOYEES, AGENTS, REPRESENTATIVES, VENDORS, AND INDEPENDENT CONTRACTORS WHETHER A COVID-19 INFECTION OCCURS BEFORE, DURING, OR AFTER PARTICIPATION IN THE CRUISE.

21. Time Limits for Noticing Claims and Filing and Service of Lawsuits. (a) IN ANY CASE GOVERNED BY 46 UNITED STATES CODE SECTION 30508, PASSENGERS MAY NOT MAINTAIN A LAWSUIT AGAINST CITY CRUISES OR THE SHIP FOR LOSS OF LIFE OR BODILY INJURY UNLESS WRITTEN NOTICE OF THE CLAIM IS DELIVERED TO CITY CRUISES 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 CITY CRUISES 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 AGREEMENT, ILLNESS OR DEATH OR INJURY, NOT GOVERNED BY 46 UNITED STATES CODE SECTION 30508, PASSENGERS MAY NOT MAINTAIN A LAWSUIT AGAINST CITY CRUISES OR THE SHIP, NOR WILL WE OR THE SHIP BE LIABLE THEREFORE, UNLESS WE ARE PROVIDED WITH WRITTEN NOTICE OF CLAIM WITHIN THIRTY (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 CITY CRUISES IS MADE WITHIN THIRTY (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.

22. Governing Law. The Agreement and its interpretation shall, to the maximum extent allowed, 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 from which the Cruise departs.
23. Choice of Forum/Venue. The parties expressly agree that any and all disputes and matters arising under or in connection with the Agreement or the Cruise shall be litigated in and before the United States District Court located in the County of Suffolk, Massachusetts, or as to those lawsuits as to which the Federal Courts of the United States lack jurisdiction, in the courts of Suffolk, Massachusetts, to the exclusion of all other courts.
24. Arbitration. The parties agree to submit any solely contractual dispute to binding arbitration. The arbitration shall be conducted by the American Arbitration Association in the venue specified in Section 23 above. The decision of the arbitrator shall be final and binding. The arbitrator shall have no authority to award damages exceeding those set forth in this Agreement.
25. Force Majeure. The parties shall not be responsible for any loss, damage, delay or failure of performance hereunder arising or resulting from: acts of God; acts of war; perils of the sea; acts of public enemies, pirates or assailing thieves; arrest or restraint of princes, rulers or people, or seizure under legal process (provided bond is promptly furnished to release the vessel); strike or omission; regulations adopted after the date of this agreement by a health agency in response to a pandemic that prevents the event from taking place; or thing whatsoever beyond the control of the parties; provided, however, that the occurrence of any of the above circumstances arising out of the failure of a prospective guest or other individual to be fully vaccinated against the coronavirus shall not be deemed a force majeure. Should either party be unable to perform due to the above, all Your deposits and payments will be credited towards a future cruise event to be performed within twelve (12) months of initial cruise date. If City Cruises does not perform the Cruise for any of the reasons enumerated herein, or if the Captain deems it necessary to end the Cruise in the interest of safety to the crew, vessel or guests, You agree that City Cruises does not owe You damages and You will be entitled only to an appropriate refund, which City Cruises will determine, of what You have paid but which City Cruises was not able to provide. If for any reason, City Cruises does not provide the Ship You selected, City Cruises may provide one or more other vessels that are Coast Guard certified to carry the same or a greater number of guests, and City Cruises may also change the location from which the Cruise sails, if circumstances require it. If City Cruises fails to provide one or more other vessels that are Coast Guard certified to carry the same or a greater number of guests, City Cruises will refund one hundred percent (100%) of the deposit and charter fees You paid, but City Cruises will have no further obligations or any other liabilities to You or Your Passengers.
26. Transferability; Severability; Miscellaneous. Nothing contained in this Agreement shall limit or deprive City Cruises of the benefit of the applicable Federal Maritime Law, statutes and laws of the United States of America or the statutes and laws of the state from which the Cruise departs. This Agreement constitutes the entire understanding and agreement between the parties and supersedes any prior oral, or implied or other agreements between the parties. This Agreement can only be modified by a writing signed by the parties. The Agreement cannot be transferred by You. City Cruises shall be permitted to assign its rights or obligations under this Agreement, but no such assignment shall release City Cruises of any obligations pursuant to this Agreement. Any additions, deletions or other alterations to, or waivers of any term of, the Agreement which are purported to have been made by City Cruises and which have not been agreed to in

writing by City Cruises will not be legally binding upon City Cruises. 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. Unless otherwise specified herein, no failure or delay on the part of any party in exercising any right or remedy will operate as a waiver thereof; and each and every remedy will be cumulative and in addition to every other right or remedy provided herein or available at law or in equity. The representations, warranties, covenants, confidentiality, title, proprietary rights, and indemnification provisions set forth in this Agreement shall survive the termination of this Agreement and continue in full force and effect.

- 27. Electronic Copy. The parties agree that an electronic copy of this Agreement shall be deemed to be an original of this Agreement for all purposes.
- 28. Legal Authority of Signor. You represent and warrant to City Cruises that You are duly authorized to execute and deliver this Agreement and that this Agreement, when executed, constitutes a binding and legal obligation enforceable against You in accordance with its terms.

**Hornblower Cruises and Events, LLC,**

By:

Print Name:

Print Title:

**CHARTERER**

By:

Print Name:

Print Title: