

Refund Terms

(a) Cancellation by Charterer: If Charterer cancels the charter, SF Bay Boat Cruises' refund policy is as follows: 1) if Charterer cancels the charter with more than four weeks from charter date then the Charterer is entitled to a 100% refund of any deposits, balance and additional payments; 2) if cancellation is requested within two weeks of the charter date then the Charterer will be refunded 50% of any deposits, balance and additional payments; 3) if cancellation is requested within ten days of the charter date then the Charterer will be refunded 25% of any deposits, balance and additional payments; 4) if cancellation is requested within 72 (seventy-two) hours of the charter date then the Charterer forfeits all deposits, balance and additional payments and any deposits, balance and additional payments retained by SF Bay Boat Cruises are non-liquidated damages.

(b) Cancellation by SF Bay Boat Cruises: If SF Bay Boat Cruises shall cancel or default prior to commencement of charter, and SF Bay Boat Cruises does not find an acceptable substitute Boat, then charter fee and any additional payments paid by Charterer shall be refunded in full by SF Bay Boat Cruises to Charterer.

(c) Delivery/Redelivery: SF Bay Boat Cruises shall deliver the Boat at the location, date and time stated above, unless a change is mutually agreed upon. If for reasons of Force Majeure (as defined in Paragraph 1a) SF Bay Boat Cruises cannot deliver the Boat on time, SF Bay Boat Cruises shall not be in default of this agreement and SF Bay Boat Cruises will reschedule the Charter as close to Charterer's requested reschedule date and refund 10% of any deposit, balance or additional payments paid by the Charterer. If delay is not due to Force Majeure, then SF Bay Boat Cruises shall refund the charter fee and any additional payments paid by Charterer and shall have no further liability. SF Bay Boat Cruises does not warrant the Boat's comfort in bad weather conditions for cruises or passages within the charter area.

Disclaimer

The San Francisco Superior Court will have jurisdiction over any dispute that may arise.