

C U YACHT CHARTERS CENTRAL AGENCY AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2010, by and between YACHT COUNSELLORS OF AMERICA, INC. a Florida corporation, d/b/a C U YACHT CHARTERS, ("AGENT"), whose principal place of business is 2067 South Federal Highway, Fort Lauderdale, Florida, 33316, USA., and _____, ("OWNER"), whose address is _____ and who is the owner of the Yacht named _____, ("YACHT"), described as a _____ year _____ Make _____ Model _____ Type _____ length of _____ ft., Registered/Documented in _____ and locally berthed at _____

WITNESSETH:

In consideration of the following mutual covenants and representations the parties agree that:

DURATION OF AGREEMENT: AGENT shall represent YACHT for charter marketing purposes, as central agent, for one year, beginning on the date noted above. Thereafter, this Agreement will remain in force indefinitely, until cancelled by OWNER or AGENT in writing, after delivery of 30 days prior notice.

OWNER'S RESPONSIBILITIES:

CHARTER MARKETING FEE: OWNER shall pay AGENT a Charter Marketing Fee equal to 5% of the gross charter income for each actualized confirmed, charter whether booked by broker affiliated with AGENT or otherwise. This Fee is separate from the standard charter broker commission of 15%, and shall be deemed earned and due upon the receipt of Deposit and Signed Contracts by the charter broker of record, thus confirming the charter. **Exception:** No Charter Marketing Fee or Charter Brokerage Commission will be charged for any bookings processed wholly by the OWNER'S office. However, should the OWNER request the AGENT to liaise on behalf of the OWNER with the OWNER'S prospective charterer, the standard Charter Brokerage Commission shall be due to AGENT.

CHARTER BROKERAGE COMMISSION: OWNER shall pay Charter Broker of Record for each confirmed charter, the standard charter broker commission of 15% of the gross charter income whether booked by AGENT or otherwise. This Commission is separate from the Charter Marketing Fee, and shall be deemed earned and due upon the receipt of Deposit and Signed Contracts by the charter broker of record.

CANCELLATION OF CONFIRMED CHARTERS: CANCELLATION BY OWNER: When a confirmed charter is cancelled by the OWNER, all charter monies collected must be returned to the charterer, as set forth in the respective Charter Agreement. OWNER understands, however, that the Charter Marketing Fee and Charter Brokerage Commissions have been earned as outlined above, and shall be paid by OWNER to AGENT immediately. **CANCELLATION BY charterer:** When a confirmed charter is cancelled by the charterer, all monies paid by the charterer are shall be forfeited, as set forth in the Charter Agreement between the two parties. OWNER understands, however, that the Charter Marketing Fee and Charter Brokerage Commissions have been earned as outlined above, and will be retained from the monies forfeited by the charterer.

CALENDAR: OWNER agrees to the importance of releasing accurate information regarding availability of the YACHT for charter. Therefore, OWNER agrees that AGENT shall hold the YACHT'S master charter calendar, and agrees to notify AGENT of any and all dates that the YACHT will or may not be available, whether confirmed or pending confirmation, in a timely manner. Calendar may be edited on-line via OWNER'S account, or via phone, fax, or e-mail.

ON-LINE PROFILE: OWNER understands the necessity and benefit of providing and publishing accurate information regarding the YACHT via the internet at www.cuyachtcharters.com Therefore, OWNER shall keep current his on-line profile and all information contained therein, including crew profiles, calendar blackout dates, contact information, yacht amenities, photographs, etc, for brokers and charter guests to search using select criteria, on-line. Preferred method for keeping this information up to date is via secure transmission on-line, but phone, fax, or e-mail is sufficient.

BROCHURES: OWNER will provide professionally printed and current brochures to AGENT, in quantity enough for distribution to potential charter guests, as well as to Charter Brokers.

PROMOTIONAL MATERIALS: OWNER will provide professionally designed advertisements for Yachting, Charter, and Vacation Travel Magazines, to be recommended by AGENT, all copy and costs agreed upon and approved in writing prior to submission.

PROMOTIONAL EXPENSES: All costs and expenses related to chartering and/or promoting the YACHT shall be the responsibility of the OWNER. Such expenses may include but are not limited to postage, printing, brochures, advertising media, give-away items, communication costs, show registration and dockage, open house parties, etc. Any expense greater than \$100.00 US will be approved in writing by OWNER in advance.

SHOWS: OWNER understands benefit of, and shall make YACHT available for viewing by hosting an Open House for Charter Brokers, at OWNER'S expense, to be agreed upon and approved in writing prior.

INSURANCE: As a material inducement to AGENT in this agreement, OWNER warrants and represents that the YACHT is fully insured and that OWNER shall maintain such insurance at all times during the period of this agreement, and shall submit a Certificate of Insurance or copy of the policy, upon signing of this agreement. Policy must be endorsed for Charter, and shall provide coverage of the type and amount standard in this industry for a vessel of the YACHT'S value and size. OWNER shall advise AGENT in writing immediately of any changes to the policy and its coverage, including restrictions regarding use of the YACHT or its equipment.

CAPTAIN AND CREW: OWNER shall maintain a full competent captain and crew throughout all charter periods and also where required by law. Officers of the Crew shall carry suitable and current Licenses as mandated by the flag state of the YACHT. As material to this agreement, OWNER warrants and represents that all crewmembers are and shall be employed in compliance with all applicable regulations of the flag state of the YACHT. OWNER shall counsel all crew with respect to Federal and State laws and regulations regarding 'zero tolerance' as pertains to use or possession of illegal drugs on board and take steps to ensure that those laws and regulations are not violated.

WATER TOYS: OWNER understands and agrees that the captain shall at all times be solely responsible for advising and enforcing all restrictions of the insurance policy and local regulations in regards to the safe use of water sports equipment by guests and crew. OWNER agrees that the captain shall obtain the signature of each guest on the Water Toys Indemnification Form at the start of each charter.

YACHT AND SAFETY EQUIPMENT: OWNER shall at all times maintain the YACHT to a high standard, including interior and exterior accoutrement, and all firefighting and safety equipment shall be carried in compliance with all applicable regulations of the flag state of the YACHT. All safety equipment shall be tested and inspected regularly, and crew and charter parties shall be advised of emergency procedures.

ACCOUNTING: OWNER understands and agrees that the captain is responsible to the charterer for full accounting of all provisioning expenditure for each charter, prior to charterer's disembarkation from the YACHT on the final day of the charter period. Further, the captain is responsible for the collection of additional funds where advance funds from the charter do not cover all costs incurred during the charter per the terms of the charter contract. Final settlement of the charterer's total expenses, whether difference is in debit or credit, is to be made in cleared funds prior to the charterer's disembarkation from the YACHT on the final day of the charter period.

AGENT'S SERVICES:

RECEIPT AND DISBURSEMENT OF FUNDS: AGENT will collect charter deposits, APA, and other charter monies required for each confirmed charter, from Charter Broker of Record on behalf of the charterer, and disburse funds to OWNER'S designated account(s), net of Charter Broker Commission and Charter Marketing Fee, as per the following schedule:

APA and Delivery Fees – paid upon receipt and clearance of funds 50% of the Charter Fee net of the Charter Broker Commission and Charter Marketing Fee – paid on the first business day of the charter. 50% of balance of Charter Fee – paid on the last day of the charter or next business day thereafter.

Designated Account For APA And Delivery Fees:

Bank Name: _____
Address: _____
Account Name: _____ Swift Code: _____
Account #: _____ ABA#: _____
Contact: _____ Tel: _____ Fax: _____

Designated Account For Charter Income:

Bank Name: _____
Address: _____
Account Name: _____ Swift Code: _____
Account #: _____ ABA#: _____
Contact: _____ Tel: _____ Fax: _____

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SALES TAX: AGENT will collect on behalf of the OWNER appropriate sales tax on the charter fee for the cruising area of the charter, based on information of such sales tax status as provided by OWNER. OWNER shall remit tax collected to the appropriate tax authority, and OWNER shall be responsible for providing proof of payment of all sales tax due.

MARKETING AND PROMOTION: AGENT will promote the YACHT for charter via representation at various charter shows, print media advertisements, direct mailings, etc. as directed by OWNER, expenses of which shall be paid by the OWNER and shall not be incurred without prior written agreement. Brochures and information will be distributed to charter brokers upon request. AGENT will respond to and liaise with potential charter clients and charter brokers, and will notify each of 'special' rates and notices as appropriate. AGENT will provide charter contract to cooperating brokers, and review Charter Agreements when all terms have been agreed to between OWNER and charterer. AGENT will provide on-line listing and inquiry system displaying YACHT photographs, amenities, and crew complement, as provided by OWNER, allowing for search capabilities by charter brokers and potential charter guests via the Internet.

CALENDAR: AGENT will keep the YACHT'S master calendar based on information provided by OWNER and the captain. AGENT will negotiate details of inquiries and potential bookings with Charter Brokers, with prior knowledge and consent of the OWNER. AGENT will apprise OWNER of the status of the master calendar as requested.

RECORDS: AGENT will retain all executed charter agreements, expense reports, and final statements for all charters, and will allow inspection of said records upon request, for up to one year after the charter has completed.

INDEMNIFICATION: AGENT'S responsibility is that of marketing the YACHT for charter, and is thereby shall not be delegated or liable for care, custody, nor control of the YACHT. OWNER shall indemnify and hold harmless the AGENT from any and all claims made by any person or entity in relation to chartering OWNER'S YACHT, and for any and all liability whatsoever for any cause of action, lawsuit, or damages for any acts, omissions, incidents, or events taking place arising from the AGENT'S representation of YACHT for charter, including any claim relating to OWNER'S cancellation or failure to perform any confirmed charter. OWNER'S obligation to indemnify the AGENT extends to payment of any and all costs of litigation, attorney fees, and damages related to defending an indemnified claim or appeal.

ENTIRETY: This Agreement constitutes the entire agreement between OWNER and AGENT and may not be altered except by means of a written instrument duly executed by both parties to this agreement. This Agreement is binding on the AGENT and the OWNER, their heirs, executors, successors, administrators and assigns. Should any litigation arise, this agreement and the terms herein shall be construed in accordance with jurisdiction laws of the State of Florida and the venue for all actions in a court of competent jurisdiction shall be in Broward County, Florida.

The parties acknowledge that this contract may be transmitted between them by facsimile machine and the parties intend that a faxed Agreement containing either the original and/or copies of the parties' signatures shall constitute a binding contract.

IN WITNESS WHEREOF, the parties here to have hereunto set their hands the day and year first written above.

OWNER

AGENT

PRINT

PRINT

OWNER'S WITNESS

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PRINT

PRINT

DATE

DATE