

BOAT CHARTER SUPPLIER ADVERTISING AND SALES SUPPORT AGREEMENT

THE FOLLOWING DESCRIBES THE TERMS AND CONDITIONS ON WHICH EBOATCHARTERS.COM OFFERS YOU ACCESS TO EBOATCHARTERS.COM'S SERVICES. PLEASE READ THIS BOAT CHARTER SUPPLY AGREEMENT CAREFULLY BEFORE REGISTERING FOR EBOATCHARTERS.COM'S SERVICES. This Boat Charter Supplier Agreement (this "Agreement"), is made and entered into as of the date of this Agreement by and between you and eboatcharters.com, a Florida corporation ("eboatcharters.com"). Any reference throughout this Agreement to "we", "us" and "our" shall refer to eboatcharters.com. This Agreement describes the terms and conditions applicable to your use of our services available under the domain and sub-domains of www.eboatcharters.com (the "Site"). If you do not agree to be bound by the terms and conditions of this Agreement do not register and/or use any of eboatcharters.com's services.

You must read, agree with and accept all of the terms and conditions contained in this Agreement, and our [Privacy Policy](#), and [Terms of Use](#), before you may become a registered boat charter supplier on the Site (a "Supplier").

1. Term. The term of this Agreement shall begin as of the Effective Date and continue for a period of **one (1) year** from the Effective Date (the "Initial Term"). Unless otherwise earlier terminated pursuant to this Agreement, the term of this Agreement shall automatically renew for successive **one-year** renewal terms ("Renewal Term") at the expiration of the Initial Term and each Renewal Term, if any. Automatic renewal will not occur if either party notifies the other in writing that it no longer wants to renew, or otherwise terminates this Agreement pursuant to this Agreement. Written notification of no renewal must occur at least **thirty (30) days** prior to the expiration of the then-current Term. As used in this Agreement, "Term" shall refer to the Initial Term as well as any Renewal Terms. Notwithstanding the foregoing, we reserve the right to terminate this Agreement for any reason or for no reason at any time.

2. Amendments. We may amend this Agreement at any time by providing you with **fifteen (15) days** prior written notice (the "Amendment Notice"), and, if you in good faith do not agree to the changes, you may terminate the Term by providing us written notice within **fifteen (15) days** of receiving the Amendment Notice. All amended terms shall automatically be effective **thirty (30) days** after your receipt of the Amendment Notice. This Agreement may not be otherwise amended except in a writing signed by both you and eboatcharters.com.

3. Registration Eligibility. The undersigned represents that the undersigned has the authority to bind you to this Agreement.

4. Supplier Eligibility. To become a listed Supplier on the Site, you must fill out the [Boat Registration Form](#). Our acceptance of your registration as a Supplier on the Site is at our sole discretion.

5. Advertising. Subject to the terms of this Agreement, upon our acceptance of your registration as a Supplier, we shall publish, implement and activate on the Site the graphic and/or text advertisements ("Advertisements") and/or hyperlinks ("Hyperlinks") supplied on your Boat Registration Form. Solely for purposes of performing this Agreement, you hereby grant us a non-exclusive, worldwide, fully-paid, royalty-free license to use, perform, reproduce, display, transmit and distribute such Advertisements and/or Hyperlinks and all contents therein, including your trademarks and logos.

a. Image Policy. Included in the term "Advertisements" are graphics and images included by you in the Boat Registration Form (the "Images"). Advertisements may only include Images that describe your boat or boat chartering business and may not include promotional or non-boat related Images. GIF or JPEG (aka JPG) files may be uploaded. Animated GIF files are prohibited. Your Image file size must be **60 MB or smaller** and we reserve the right to resize, convert, or change Images and/or Advertisements in our sole discretion.

b. Bonuses, giveaways, raffles and prizes. You may not include Advertisements or Hyperlinks that promote bonuses, giveaways, or random drawings or prizes as an enticement for internet users ("Promotions") on the Site, as these Promotions are highly regulated and may be unlawful in many states. Your Advertisements and Hyperlinks including Promotions will be removed from the Site. Notwithstanding the foregoing, we may run Promotions on the Site, and may grant authorization to our partners or third party companies to run Promotions, that comply with applicable laws.

c. Other Criteria. The timing and positioning of Advertisements and Hyperlinks within the Site is at our sole discretion. We reserve the right to refuse any Advertisement or Hyperlink or to temporarily or indefinitely

suspend an Advertisement or Hyperlink that, in our sole discretion does not comply with our standards. We further reserve the right to, in our sole discretion, cancel or remove any Advertisement or Hyperlink at any time and from time to time. Without limiting the generality of the foregoing, we do not accept advertising for or related to **adult entertainment sites, tobacco products, gaming products and services** or from any advertisers that we believe in our sole discretion to be fraudulent or misleading.

6. Venue for Advertising and Sales Support.

a. Subject to the terms of this Agreement, and upon our acceptance of your registration as a Supplier, we shall provide you, through the use of the Site, a venue through which you may Advertise your services and offer for sale boat related services, including, without limitation boat charters, motor yacht charters, sailboat charters, captain services, crew services, fishing trips, diving trips, and other related services (the "Services"). Specifically, we will make your Advertisements and/or Hyperlinks available for online search and viewing by internet users (the "Users").

b. If Users contact us regarding your Services, we shall provide you with sales support assistance, as we deem necessary or appropriate, in our sole discretion, to help you obtain Users interested in chartering your Services; provided that we shall only be involved in obtaining interested Users and not in any actual transactions between you and such Users (the "Sales Support"). In addition, we shall not, on your behalf, sell, offer or negotiate to sell; buy, offer or negotiate to buy; solicit or obtain listings of; or negotiate the purchase, sale, or exchange of any vessel, including any vessel constituting a yacht under state law.

c. You hereby acknowledge and agree that we are not involved in the actual transaction between you and any User, and, as a result, we have no control over the quality, safety or legality of the Services you are Advertising and/or providing, the truth and accuracy of the Advertisements, your ability to provide the Services offered, or the ability of Users to pay for your Services. We are not responsible for the quality, accuracy, correctness, timeliness or other aspect of any information you may submit to us. We do not make any representations or warranties regarding the use or results of using our services pursuant to this Agreement. Our services are provided "as-is" and without warranty of any kind, express or implied, including, without limitation, warranties of merchantability or fitness for a particular purpose.

7. Available Dates. You will provide to us, from time to time, dates upon which your Services are available for our use in connection with our Sales Support (the "Available Dates"). You shall immediately inform us of dates that become unavailable for your Services. You hereby agree that you are solely responsible for any double bookings, necessary refunds, rain checks or other such issues related to your Services, and that we shall not be liable for any mistakes, inaccuracies, deficiencies, failures or other problems associated or relating to the Available Dates.

8. Fees. We will not charge you for your registering and/or listing your Advertisements and Hyperlinks as a Supplier on the Site. From time to time you shall provide us, in writing, with quotes for your Services and shall indicate whether such quotes include or exclude any payments to use for our Sales Support. If you book a charter or other service as a result of our Sales Support (a "Brokered Charter"), then within fifteen (15) days of receiving payments from such Users for the Brokered Charter, you shall either pay to us:

a. an amount that is equal to the difference between the amount contracted for between you and such User for such Brokered Charter and the amount last quoted by you to us in writing for such Brokered Charter (in other words, the amount that we help you obtain for the Brokered Charter as a result of our Sales Support that is over the amount quoted by you to us in writing), or

b. if the amount last quoted by you to us for such Brokered Charter includes a payment to us, then you shall pay to us such included payment amount, plus any amount set forth in Section 8.a., above.

9. Intellectual Property Rights. The proprietary information, data and content viewable on, contained in, or downloadable from eboatcharters.com, including without limitation, all text, graphics, charts, pictures, photographs, images and line art (collectively, the "Content"), are copyrighted by, or otherwise licensed to, **eboatcharters.com**. If you provide us with, or we

obtain or otherwise provide, information on your Services, including, without limitation, your name, contact phone number, business location, rates, descriptions, and any pictures, you automatically grant us the worldwide, fully-paid, royalty-free, exclusive right and license to use, copy, format, adapt, publish and/or incorporate any or all such information on any media whatsoever, including, without limitation, the Content, solely for purposes of performing pursuant to this Agreement and promoting the Site. We also own a copyright of a collective work in the selection, coordination, arrangement, presentation, display and enhancement of the Content. You will not modify, copy, reproduce, republish, distribute or otherwise use the Content at any time without our prior consent. Nothing in this Agreement shall be construed as giving you permission or a license of any kind to reproduce or use our name, trademarks, service marks, logos, designations and other intellectual property in any form or manner whatsoever without our prior written consent.

10. Indemnification. Each party (the "Indemnifying Party") shall indemnify and hold the other party and its respective officers, directors, shareholders, agents, representatives and employees (the "Indemnified Group") harmless from and against any and all claims, demands, causes of action, expenses, liabilities and damages, including, without limitation, reasonable attorneys' fees and costs (collectively, "Claims") which any member of the Indemnified Group may incur as a result of or related to any Claim(s) arising out of or in respect to the Indemnifying Party's breach or violation of this Agreement or any representations or warranties set forth in this Agreement.

In addition, you shall indemnify and hold eboatcharters.com and its officers, directors, shareholders, agents, representatives and employees harmless from and against any and all Claims which any of them may incur as a result of or related to: (A) the content or representations in, or omissions from your Boat Registration Form, Advertisements or Hyperlinks, including, without limitation, Claims relating to: (i) the truth, accuracy, correctness, completeness, infringement, safety, reliability, timeliness or fitness for a particular purpose of any information provided by you, (ii) infection of any viruses, worms, Trojan horses, trap doors, back doors, easter eggs, time bombs, cancelbots or other code or computer programming routines that contain contaminating or destructive properties or that are intended to damage or detrimentally interfere with personal information arising from Hyperlinks provided by you or other information provided by you; and (iii) double bookings, refunds, rain checks or other issues arising from information provided by you; (B) any federal, state or county tax obligation or amounts due or owing under any tax regulation, law, order or decree related to your business; (C) your payment of Fees; (D) the quality, safety or legality of the Services you are Advertising and/or providing; (E) your ability to provide the Services offered; (F) the ability of Users to pay for your Services; (G) any payment or failure to make a payment for a Brokered Charter; (H) any cancelled booking or purchase of your Services for any reason; (I) any fraud or other illegal act or omission during any buying or selling activity in connection with your Services; and (H) any claim of every kind and nature, known or unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with any dispute with one or more Users.

11. Limitation on Liability. Advertisements and Hyperlinks published, implemented and/or activated by us are not endorsements of your Services. In the event of an error in any Advertisement or Hyperlink caused by our act or omission, we shall not be liable for any damages, costs, expenses or other liability that exceeds the Fee related specifically to the erroneous Advertising or Hyperlink. IN NO EVENT SHALL WE OR OUR AFFILIATES, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS OR REPRESENTATIVES BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR CONTINGENT DAMAGES WHATSOEVER, WHETHER OR NOT SUCH

PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH A LOSS, OR WHETHER THE CLAIM IS FOR BREACH OF CONTRACT, TORT, BREACH OF WARRANTY, NEGLIGENCE OR OTHERWISE. FURTHERMORE, IN NO EVENT SHALL WE BE LIABLE TO YOU FOR DAMAGES IN EXCESS OF THE AMOUNT PAYABLE BY YOU PURSUANT TO THIS AGREEMENT. THE ESSENTIAL PURPOSE OF THIS SECTION IS TO LIMIT OUR POTENTIAL LIABILITY ARISING OUT OF THIS AGREEMENT.

12. Force Majeure. If we are prohibited from performing under this Agreement due to an act of God, accident, fire, lockout, strike, labor dispute, riot or civil commotion, act of public enemy, act of terrorism, national emergency, enactment, rule, order or act of government or governmental authority (whether national, state or local), transportation failure or delay, flood, public disaster or any other cause of similar nature beyond our control and for which we are not responsible, including failures or fluctuations in electrical power, heat, light, air conditioning or telecommunication equipment or lines or any other equipment, such event shall be deemed a valid excuse for delay of performance or nonperformance of our obligations hereunder.

13. General Provisions. You may not assign your rights and/or obligations under this Agreement without our prior written consent. All of the terms and provisions of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by you and us and our respective legal representatives, successors and permitted assigns. Sections 9-13 of this Agreement shall survive the expiration or termination of the Term. Unless otherwise provided by this Agreement, you may not change or modify this Agreement except by a writing signed by both parties and making specific reference to this Agreement. We may amend this Agreement at any time by posting the amended terms on the Site. This Agreement and all transactions contemplated by this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida. You acknowledge that a substantial portion of the negotiations and anticipated performance of this Agreement occurred or shall occur in Palm Beach County, Florida. Any civil action or legal proceeding shall be brought in the courts of record of the State of Florida in Palm Beach County or the United States District Court, Southern District of Florida, West Palm Beach Division. You consent to the jurisdiction of such court in any such civil action or legal proceeding and waive any objection to the laying of venue of any such civil action or legal proceeding in such court. If any provision of this Agreement is contrary to, prohibited by or deemed invalid, the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible. This Agreement and all terms and conditions referred to in this Agreement represent the entire agreement between you and us with regards to its subject matter and supersede all other previous agreements, understandings and/or representations regarding the same.

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the ___ day of _____, 2006.

Company Name: _____

By: _____

Its: _____