

MELLOW ENTERPRISES KEY WEST LLC, dba MELLOW VENTURES APPLICATION FOR NEW LEASE TO ALLOW FOR TERM CHARTERS

DESCRIPTION OF INTENDED OPERATIONS

The Mellow Ventures SUP Vacation has room to be as intensive or relaxed as you desire. Choose from three, five, or seven day stays aboard our beautiful 26' Sailing Catamaran, The 2x2, docked right downtown in historic Key West Seaport.

Accommodations include a galley (kitchen) fully equipped, head (bathroom with shower), and aft cabin sleeping quarter for two, central a/c, wi-fi, flat screen TV, Mac-Mini and blue tooth speaker, linens and towels.

Design a totally unique Mellow vacation by simply letting us know which charters you'd like to incorporate, and we'll structure it! These vacation packages are suited for the novice paddler as well as the experienced.

DAILY CHARTERS

HALF DAY ECO TOUR

Departs: Daily 9AM & 2PM

Duration: 4 Hours

Adult	Children	Private
\$120	\$100	\$650

FULL DAY ECO TOUR (only private)

Departs: Daily 9AM & 3PM

Duration: 6 Hours

Private

\$900

SUNSET SAIL

Departs: Seasonally 6:30PM

Duration: 2 Hours

Adult	Children	Private
\$95	\$75	\$450

SUP VACATION

3 night minimum, \$300 per night, \$900, must book one private charter at ½ price

5 nights, \$250 per night, \$1,250, must book two private charters at ½ price

7 nights, \$220 per night, \$1,540, must book three private charters at ½ price

CUSTOMER CONTRACT: (Liability Waiver)

MELLOW VENTURES

mellowkw.com, 201 William Street, Key West, FL 33040

Date_____ Captain_____ Charter_____

ECO TOURS

PADDLEBOARD RENTAL

TERM CHARTER

TERM CHARTER REQUIREMENTS AND REGULATIONS

The hiring of a private vessel for yachting, sailing, or motoring for a specific period of time with a customized itinerary. Charters are private and arranged by guests for use of the entire vessel (family, friends or corporate/office).

DEFINITIONS

TERM infers "Time" – a specific block of time consisting of 24 hour period(s)

CHARTER means – a private group agrees to take "temporary use" and/or control of where and what a vessel will be doing under their direction, with a Licensed Captain who meets or exceeds licensure.

I UNDERSTAND THAT THE PURPOSE OF SIGNING THIS DOCUMENT IS TO EXEMPT & RELEASE
Mellow Enterprises Key West LLC,

THEIR OWNERS, EMPLOYEES, AGENTS, AND ASSOCIATED PERSONNEL, AND THEIR BOATS (WHETHER OWNED, OPERATED, LEASED OR CHARTERED), HEREINAFTER REFERRED TO AS "RELEASED PARTIES", AND TO HOLD THESE ENTITIES HARMLESS FROM ANY AND ALL LIABILITIES ARISING AS A CONSEQUENCE OF THE FOLLOWING, OR ANY OTHER ACTS OR OMISSIONS ON THEIR PART, INCLUDING BUT NOT LIMITED TO NEGLIGENCE OF ANY TYPE.

I UNDERSTAND THAT THERE ARE INHERENT RISKS INVOLVED WITH SNORKELING AND BOATING, included but not limited to equipment failure, perils of the sea, harm caused by marine creatures including bites), acts of fellow participants, entering and exiting the water, boarding or disembarking boats, and activities on the docks and I HEREBY ASSUME SUCH RISKS.

I UNDERSTAND THAT I HAVE A DUTY TO EXERCISE REASONABLE CARE FOR MY OWN SAFETY AND I AGREE TO DO SO.

I assert that I am physically fit to snorkel, paddleboard and ride on a boat and I will not hold the Released Parties responsible if I am injured as a result of ANY problems (medical, accidental, or otherwise) which occur while snorkeling, riding on the boat, or otherwise participating in the trip.

I will not remove my flotation device at any time while in the water. I acknowledge that doing so will constitute a violation of safety rules and procedures for which I expressly assume the risk.

If I become distressed at the surface, I will immediately inflate my flotation device for flotation assistance.

I fully understand that the involved boat has limited medical facilities and that in the event of illness or injury appropriate medical care must be summoned by radio and treatment will be delayed until I can be transported to a proper medical facility. I agree in advance to these conditions.

The Mellow Enterprises Key West LLC, have made no representation to me implied or otherwise that they or their crew can or will perform safe rescues or render first aid. In the event I show signs of distress or call for aid I would like assistance and will not hold the Released Parties, their crew, dive boats or passengers responsible for their actions in attempting the performance or rescue or first aid.

IT IS MY INTENTION BY THIS INSTRUMENT TO GIVE UP MY RIGHT TO SUE ALL PERSONS OR ENTITIES REFERRED TO HEREIN, WHETHER SPECIFICALLY NAMED OR NOT, AND IT IS ALSO MY INTENTION TO EXEMPT AND RELEASE ALL RELEASED PARTIES AND TO HOLD THESE ENTITIES HARMLESS FROM ANY AND ALL LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR

WORONGFUL DEATH CAUSED BY NEGLIGENCE OF GROSS NEGLIGENCE AND I ASSUME ALL RISK IN CONNECTION WITH SNORKELING AND BOATING ACTIVITIES, INCLUDING BUT NOT LIMITED TO THE MAINTENANCE OF THE EQUIPMENTR ORGANIZATION OF THIS ACTIVITY.

I have carefully read this contract in its entirety, fully understand its contents, and agree to the terms and conditions of this contract on behalf of myself, my heirs, and my personal representatives. This document constitutes the final and entire agreement between Released Parties and the undersigned. I here are NO WARRANTIES expressed or implied, which extend beyond the description of the activity listed on this form. THIS IS A COMPLETE RELEASE OF LIABILITY AND A LEGALLLY BINDING CONTRACT.

I have read this agreement, am aware that it is a release of liability and a contract between myself & Mellow Enterprises Key West LLC. I sign it of my own free will and agree to be bound by it, from the date of my signature, forever into the future.

_____	_____	_____	_____	_____
Signature of Participant	Print Name	Date	Telephone	
_____	_____	_____	_____	_____
Email Address	Address	City	State	Zip Code

This is to certify that I, parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all Releases and for myself, my child, all heirs, assigns and next of kin. I release and agree to indemnify and hold harmless the involvement of participants in these programs as provided above EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASED PARTIES TO THE FULLEST EXTENT PERMITTED BY LAW.

_____	_____	_____	_____
Signature of Parent or Guardian	Print Name of Parent or Guardian	Date	Telephone

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- This Agreement Letter/contract with charter client includes rules & regulations as set forth by Key West Bight Management Board (Board);
- Vessel complies with all Federal, State, and Local requirements
- Vessel has fully functional "galley"/kitchenette;
- Vessel has independent running water system with water storage tank;
- Vessel has capability for shore power/electricity, and DC battery power;
- Vessel includes working "heads" / toilets, holding tank, and onboard shower/bathing facilities;
- Vessels has permanent enclosed safe bunking to sleep the number of chartered passengers and provides towels and linens;
- Owner is responsible for guests and respond to all emergency calls at the Dock;
- Vessel complies with all USCG regulations for vessel safety and equipment operation on board including licensed captain operating as written in the Federal Code of Regulations (CFR) No(s). 46 & 47;
- Owner does not advertise as accommodations in lieu of a land based hotel or rental;
- Owner maintains a detailed daily log tracking all rentals, overnight stays, number of guests, and trips leaving the dock which will be available to staff upon request.
- At a minimum for a charter of up to 3-days one trip away from the dock is required and a charter from 4 to 7-days requires two trips away from the dock.

EMERGENCY CONTACTS:

Robert Oliverio; 305-849-3077

Mellow Ventures; 305-745-3874

WEBSITE:

mellowkw.com

(there is no advertising on Air B&B)

INTERIOR AND EXTERIOR PICTURES OF VESSEL:

GALLEY (KITCHEN)



HEAD (BATHROOM)



AFT CABIN (BEDROOM)





OUTSIDE

