



Thank you for selecting **WeShipBoats.com** for your boat transport.

To better guide you through the necessary documents for shipping your boat you will need to review, sign and return copies of the below described pages.

- ✓ **Power of Attorney:** This page authorizes us to export your boat out of the United States. **We will need a copy signed where the check mark indicates and returned.**
- ✓ **Contract Terms And Conditions:** These are the six pages of our contract. These pages explain in 23 Clauses the terms and conditions which we offer to transport your boat. **We will need a copy of all the pages signed and returned.**
- ✓ **Indemnification Hold Harmless and Release Agreement:** This page holds our company harmless if you choose to transport your boat without cargo insurance. **We will only need a copy of this page signed where the check mark indicates if you choose to decline cargo insurance.**
- ✓ **How to Prepare Your Boat for Safe Shipment:** This page informs you of 11 key steps that are needed to ensure the safe and secure transport of your boat. **We will need a copy signed where the check mark indicates and returned.**
- ✓ **Bank Detail Page:** This page informs you of our bank which you will need to transfer funds
- ✓ **In addition we will need copies of the following two documents pertaining to your boat:**
 - ❖ Copy of your boat title
 - ❖ Copy of the Bill of Sale for your boat

Please feel free to contact me if you have any questions.

Tel: 1-877-715-7058 or 305-715-7057

Fax: 305-715-7059

Quotes@weshipboats.com or Rates@weshipboats.com



ARI Shipping Corporation
Ari Customs House Brokers, Inc.

80 Sheridan Blvd., Inwood, NY 11096

Tel: 516.371.7770 Fax: 516.371.7757

Email: info@arishipping.com

Website: www.arishipping.com

POWER OF ATTORNEY
EXPORTER (U.S. PRINCIPAL PARTY IN INTEREST)/FORWARDING AGENT

EIN# (TAX ID/SOCIAL SECURITY) _____

Know all men by these presents, That _____, the (USPPI) _____

(Name of U.S. Principal Party in Interest (USPPI))

organized and doing business under the laws of the State or Country of _____

and having an office and place of business at _____

(Address of USPPI)

hereby authorizes **ARI Shipping Corporation**, the (Forwarding Agent) of **80 Sheridan Boulevard, Inwood, NY. 11096** to act for and on its behalf as a true and lawful agent and attorney of the U.S. Principal Party in Interest for and in the name, place and stead of the U.S. Principal Party in Interest, from this date, in the United States either in writing, electronically, or by other authorized means to:

Act as Forwarding Agent for Export Control, Census Reporting and Customs purposes. Make, endorse or sign any Shipper's Export Declaration or other documents or to perform any act which may be required by law or regulation in connection with the exportation or transportation of any merchandise shipped or consigned by or to the U.S. Principal Party in Interest and to receive or ship any merchandise on behalf of the U.S. Principal Party in Interest.

The U.S. Principal Party in Interest hereby certifies that all statements and information contained in the documentation provided to the Forwarding Agent relating to exportation are true and correct. Furthermore, the U.S. Principal Party in Interest understands that civil and criminal penalties, may be imposed for making false or fraudulent statements or for the violation of any United States laws or regulations on exportation.

This power of attorney is to remain in full force and effect until revocation in writing is duly given by the U.S. Principal Party in Interest and received by the Forwarding Agent.

IN WITNESS WHEREOF, _____ caused these _____

(Full Name of USPPI/USPPI Company)

presents to be sealed and signed:

Witness: _____

Signature: _____

Capacity: _____

Date: _____

SIGN HERE

The execution of the Power of Attorney acknowledges that we have read the Terms and Conditions of service as outlined on the reverse of this Export Power of Attorney and agree to such terms and conditions.

NOTE: The Export Power of Attorney must be signed by an office or employee duly authorized by the company that the individual represents.



1. Agent	 A Division of ARI Shipping Corporation	
2. Place and Date		
3. Carrier	4. Boat/Yacht Owner	
5. Vessel	6. Estimated Date for Shipment	
7. Load Port	8. Discharge Port	
9. Description of Boat/Yacht as part of cargo Name _____ Manufacturer _____ Model: _____ Length _____ Beam _____ Draft _____ Height _____ Weight _____ Cradling support provided by _____ Boat/Yacht owner consents to carriage on deck.		
10. Freight Rate 25% Payable to ARI Shipping Corporation (Shipper) upon signing this contract. 75% due and payable 5 days prior to loading the Boat/Yacht upon the Vessel for shipping. Failure to pay the full freight on due dates shall entitle Shipper to refuse/complete the boat/yacht transport, and in that event, Yacht Owner will still remain liable to pay the full freight above.		
11. Demurrage		12. Declared Value
13. Boat/Yacht representative at load port		14. Boat/Yacht representative at discharge port
15. Additional Clauses:		
16. This contract and the services listed herein above are subject to the attached terms and conditions which prevail over any previous arrangements, oral or otherwise.		
Boat/Yacht Owner Signature (or duly authorized representative who warrants being authorized to execute this contract) _____ Full Name Title _____ The Boat/yacht owner herewith confirms to have received and accepted this contract		Signature Shipper _____

_____: Signature Required



CONTRACT TERMS AND CONDITIONS

Clause 1: Definitions

"Agreement" means this Booking Note and all the Contract Terms and Conditions; "Shipper" means WeShipBoats.com d/b/a ARI Shipping Corporation; "Carrier" means the owner/charterer of the ship transporting the Yacht as named in Box 3; "Yacht Owner" means any person or company named in Box 4 or any receiver, consignee, owner or party entitled to possession of the Yacht and/or any person or company acting on behalf of such person or company, all of whom are jointly and severally liable to the Shipper for the Yacht Owner's performance under this contract; "Vessel" means the ship named in Box 5, which the Carrier may at its own option substitute; "Yacht" means the boat and its contents as described in Box 9.

Clause 2: Scope of Agreement

(1) It is agreed between Shipper and Yacht Owner that Shipper will secure space to Yacht Owner on the deck of the Vessel for carriage of the Yacht from the port Indicated in Box 7 to the port indicated in Box 8. That in return for the foregoing, Yacht Owner is obligated to unconditionally pay Shipper the Freight Charge and other costs as listed herein. The Shipper's obligation to ship the Yacht is contingent upon the receipt of (1) cleared funds for the full amount due herein and (2) copy of Yacht Owner's certificate of insurance for the Yacht.

(2) The Vessel shall, as soon as commercially possible, proceed to the loading port stated In Box 8 or so near thereto as she may safely get and lie always afloat, and there load the Yacht as described in Box 11, and being so loaded the Vessel shall make way to the discharging port stated in Box 8, or so near thereto as she may safely get and lie always afloat, and there discharge the Yacht.

(3) The parties to this Agreement recognize that the carriage of the Yacht is not an ordinary commercial shipment made in the ordinary course of trade. The character and condition of the Yacht and the circumstances, terms, and conditions under which the carriage of the Yacht is to be performed, reasonably justify this special Agreement.

Clause 3: Freight Charges

(1) The freight charges and costs listed herein are based upon the specifications (size, weight, etc.) as supplied by Yacht Owner to Shipper. Accordingly, Yacht Owner shall be deemed to have guaranteed to Shipper the accuracy at the time of shipment of the marks, number, quantity, and weight, as furnished by him, and the Yacht owner shall indemnify the Shipper against all loss, damages, and expenses arising or resulting from inaccuracies in such particulars. If upon review, the specifications supplied by Yacht Owner are incorrect and additional freight charges and/or costs are owed, Yacht Owner shall be obligated to pay the difference in the freight charges and costs to Shipper before the Yacht is either loaded, unloaded, or released to Yacht Owner.

(2) Full Payment: Yacht Owner will pay the full freight due hereunder as per Box 10 into Shipper's bank account upon signing this agreement. All payments made hereunder are not subject to discount or negotiation. All freight charges and costs paid are non-refundable and deemed fully earned, notwithstanding whether or not the Vessel and/or Yacht are lost, destroyed, or damaged. Should all freight charges not be paid when due, Shipper shall have the option to cease performance under this Agreement and/or elect to cancel its obligation to ship the Yacht without any liability for any damages to Yacht Owner and without prejudice to the Yacht Owner's obligation to pay all sums due hereunder. Shipper's claim for any charges incurred under this Agreement shall be considered definitely payable in like manner the moment such charges have been incurred. Shipper shall not be obliged to advance money, incur any expense or guarantee payment in connection with the services of this contract.

(3) Payment as referenced herein shall be deemed to have occurred upon Shipper's receipt of cash or cleared funds in its bank account.

(4) Shipper's, banking details for remittance are:

**ARI SHIPPING CORPORATION JP
MORGAN CHASE BANK 335
ROCKWAY TURNPIKE LAWRENCE,
NEW YORK 11559 U.S.A.**

**ACCOUNT # 326060925
ABA/ROUTING # 021000021
SWIFT # CHASUS33**

_____: **Signature Required**



(5) All freight charges and costs due hereunder shall accrue interest at 12% per annum from the date when the freight and charges are due.

(6) The Yacht Owner shall be liable for all expenses caused by or incurred in extra handling or repairing of the Yacht due to excepted causes or for any reason for which the Shipper has no liability under this Agreement,

(7) Any dues, duties, taxes and charges, which under denomination may be levied on any basis such as amount of freight, weight or cargo or tonnage of the Yacht, shall be paid by the Yacht Owner.

(8) Yacht Owner expressly warrants and understands that the freight charges and costs listed herein do not include any premiums for insurance to cover the Yacht. Yacht Owner understands and agrees that this Agreement is not a contract for insurance and that the Shipper shall not insure the Yacht (See Clause 4).

Clause 4: Insurance Requirement

Throughout the duration of this Agreement, the Yacht Owner shall procure and maintain adequate insurance, covering the risks the Yacht Owner has assumed under this Agreement. Within five (5) days prior to loading the Yacht upon the Vessel for shipping as per Box 7, Yacht Owner shall provide to Shipper a certificate of insurance for the Yacht and said certificate of insurance shall for the purposes of shipping the Yacht, name Shipper as an additional named insured.

Clause 5: Description of the Yacht

(1) The Yacht Owner will, upon signing of this Agreement, provide the Shipper with an up-to-date general arrangement plan of the Yacht as well as an accurate docking plan of the Yacht, specifying any protrusions under the keel line and indicating precisely where under the Yacht's hull the Vessel's deck supports are to be placed. Yacht Owner must also disclose any other information which might in any way affect the docking arrangement on board the Vessel. It is expressly understood that the Shipper shall not in any way be liable for any loss or damage resulting from the Yacht Owner's error, omission, or negligence in respect hereof.

(2) Failure to timely disclose the information referred to in the above paragraph shall (without prejudice to any other rights hereunder) entitle the Shipper to suspend any obligation to ship the Yacht without releasing the Yacht Owner from its obligations under this Agreement.

Clause 6: Condition of the Yacht

Yacht Owner shall ensure that prior to loading, the Yacht is properly trimmed in accordance with Carrier's instructions, and that the Yacht is as light as possible, unless the Carrier agrees otherwise. Prior to loading Yacht owner will secure for sea carriage any loose parts on board the Yacht.

Clause 7: Delivery and Redelivery, Loading and Discharging

(1)) The Yacht will be brought above the cradle or on a trailer or by water or any other arrangement preagreed by both parties, by the Yacht Owner, free of any risk, liability and expense whatsoever to the Shipper. The Yacht Owner shall bear the responsibility, cost, and expense of providing a suitable and sea worthy cradle for the Yacht for safe transport if the same should be necessary. The Shipper and/or Carrier may provide, for a fee, crew members to operate the Vessel's cargo handling system, strapping and bracing of the boat to the Vessel's equipment.

(2) Delivery and redelivery of the Yacht will take place according to the Vessel Master's or Carrier's designated Superintendent's instructions. Yacht Owner acknowledges that the delivery time for the Yacht is estimated, tentative and subject to change. Delivery times may change due to weather conditions, shipping routes, Vessel loads, and Carrier commercial decisions as to the pickup of new cargo, ports of call or the order of delivery. Yacht Owner agrees that Yacht Owner has no right to withhold any freight charges to Shipper on the account of any delay in the delivery date of the Vessel. Yacht Owner further agrees to hold Shipper free from any liability on the account of any costs, expenses or damages of any kind that Yacht Owner may suffer as a result of a delay in the delivery of the Vessel.

(3) Loading/discharging will be during daylight hours only, and not during turn of tide, and always at the discretion of the Vessel's Master

(4) Unless notice of loss or damage and the general nature of such loss or damage be given in writing to the Shipper at the port of discharge before or at the time of the removal of the Yacht into the custody of the person entitled to delivery thereof, such removal shall be prima facie evidence of the delivery by the Shipper of the Yacht described herein. If the loss or damage is not apparent, the notice must be given within three days of the delivery. Notwithstanding any contrary provision herein, Shipper is absolutely discharged from all liability in respect to any loss or damage unless suit is brought within one year after delivery of the Yacht or the date when the Yacht should have been delivered.

(5)) The Carrier shall be allowed to sail without the Yacht and without cost or penalty if the Yacht is not brought alongside as required and in time for loading, in which case Yacht Owner shall remain liable for the full freight, demurrage and any and all costs, expenses, charges incurred by both Carrier and Shipper.

_____: **Signature Required**



Clause 8: Liability and Risk of Loss Stipulations

Yacht Owner and Shipper expressly stipulate and agree to the following:

- (1)) Shipper is not the Carrier, the Vessel's Master nor a Charterer of the Vessel.
- (2)) Shipper does not undertake the operation of loading or unloading the Yacht from the Vessel.
- (3) Notwithstanding anything to the contrary, Shipper is not accountable nor liable for any loss, damage, or delay arising out of the shipment of the Yacht, or for any loss or damage to the Yacht, including but not limited to the Yacht's propulsion or exhaust systems, any accessories, attachments, fixtures, exterior, interior, or any valuables or personal property contained on or in the Yacht, for any period of time, including but not limited to the loading, unloading, and actual transport of the Yacht as well as the custody and care and handling of the Yacht prior to the loading on and subsequent to the discharge from the ship. Personal property and valuables includes but is not limited to platina, gold, gold dust, silver, bullion, or other precious metals, coins, jewelry, bills of any bank or public body, diamonds, or other precious stones, or any gold or silver in a manufactured or unmanufactured state, watches, clocks, or timepieces of any description, antiques, antiquities, heirlooms, books, trinkets, orders, notes, or securities for payment of money, stamps, maps, writings, title deeds, printings, engravings, pictures, gold or silver plate or plated articles, glass, china, silks in a manufactured or unmanufactured state, and whether wrought up or not wrought up with any other material, furs, or lace, or any of them, contained in any baggage, parcel, package, trunk, or in, on, or upon Yacht.
- (4) As between Yacht Owner and Shipper, Yacht Owner shall be liable and bear the risk of loss or damage or delay, howsoever caused and of whatever nature, to or sustained by the Yacht (including damage to the Yacht's interior), from any time including the loading and unloading of the Yacht, and including any property on board the Vessel, which is operated, owned, hired or leased by the Yacht Owner, its employees, servants, agents, or subcontractors, regardless of whether such property is to be shipped or not.
- (5) Yacht Owner shall be liable and bear the risk of loss or damage or delay, in the event of impossibility of performance, or in any circumstance where Carrier or Vessel's Master shall refuse to accept or load Yacht.
- (6)) Yacht Owner understands and agrees that goods of an inflammable, explosive, or dangerous nature to the shipment whereof the Carrier, master or agent of the Carrier, has not consented with knowledge of their nature and character, may at any time before discharge be landed at any place or destroyed or rendered innocuous by the Carrier without compensation, and the Yacht Owner shall be liable for all damages and expenses directly or indirectly arising out of or resulting from such shipment. If any such goods shipped with such knowledge and consent shall become a danger to the ship or cargo, they may in like manner be landed at any place, or destroyed or rendered innocuous by the Carrier without liability on the part of the Carrier and/or Shipper, except to general average, if any.
- (7) Yacht Owner shall be liable for wreck removal of the Yacht and the expense of moving, lighting or buoying the Yacht.
- (8)) Yacht Owner shall be liable for any claims arising as a result of death or injury to the Yacht Owner, as well as of any of the Yacht Owner's employees, servants, agents or subcontractors and their employees.
- (9) Yacht Owner shall be liable for any loss, costs and damages consequent upon loss, damage or delay (including delay resulting from delayed shipment) to the Yacht; all of which shall be for the account of the Yacht Owner, without recourse to the Shipper, its servants or agents or insurers.
- (10) Shipper shall under no circumstances be liable to Yacht Owner for any loss, damage, expense or delay to the Yacht for any reason whatsoever when the Yacht is in the possession or control of any party other than Shipper.
- (11) Yacht Owner agrees that Shipper shall in no event be liable for consequential, indirect, incidental, punitive, statutory or special damages even if the Shipper has been on notice of the possibility of such damages. Shipper makes no express or implied warranty as to the services to be provided herein.
- (12) Yacht Owner shall defend, indemnify and hold harmless the Shipper from and against any and all claims, demands, fines, freight charges, losses, penalties, suits, settlements, judgments, costs, damages and expenses of every kind and nature arising from the shipment of the Yacht, including but not limited to all costs of Court, investigations, and reasonable attorney's fees.
- (13) Subject to applicable law, statute or regulation, the Shipper shall not be liable for any claim under the contract if the claim is not presented in writing to the Shipper within thirty (30) days of the date of loss or incident giving rise to the claim.
- (14) Yacht Owner shall have thirty (30) days to notify the Shipper in writing of any invoice dispute. Failure of the Yacht Owner to notify the Shipper of an invoice dispute within thirty (30) days shall be a waiver of the right to dispute the invoice and its contents.
- (15) Shipper's liability under this Agreement, if any, for any cause, claim, or damage, if any, shall be exclusively limited to the amount of monies actually paid by Yacht Owner to Shipper under this Agreement.

_____: **Signature Required**



(16) The defenses and limits of liability provided for in this Agreement shall apply in any action against the Shipper whether the action be founded in Contract or in Tort.

Clause 9: Liberties Clause

The Vessel has liberty to call at any port or ports in any order, for any purpose, to sail without pilots, to tow and/or assist vessels in all situations, and also to deviate for any commercial purpose or for the purpose of saving life and/or property. The intended voyage shall not be limited to the direct route, but shall be deemed to include any proceeding to, returning to, stopping or slowing down at, or off any ports or places for any purpose relating to the Vessel, crew or business needs of the Carrier.

Clause 10: Lien

The Shipper shall have a lien on the Yacht for freight, deadfreight, claims for damages, General Average contributions, salvage, and for all other amounts due under this Agreement including costs for recovering the same.

Clause 11: Both-to-Blame Collision

If the Vessel comes into collision with another vessel as a result of the negligence and/or fault of both vessels, the Yacht Owner will indemnify the Shipper against all loss or liability the Shipper may owe the other vessel, not carrying the Yacht, or the other vessel's owners insofar as such loss or liability represents loss of, or damage to, or any claim whatsoever of the Yacht Owner paid or payable by the other, non-carrying vessel, or her owners and set-off, recouped, or recovered by the noncarrying vessel as part of their claim against the Carrying Vessel, Carrier, or Shipper. The foregoing provisions shall also apply where the Shipper, Carrier, Carriers or those in charge of any vessel or vessels or objects other than, or In addition to, the colliding vessels or objects are at fault in respect of a collision or contact.

Clause 12: General Average and Salvage

General Average and Salvage General Average shall be stated and adjusted in Miami, Florida, according to York-Antwerp Rules 1974 and any subsequent modification thereof. The Yacht Owner's contribution to general average shall be payable even when such average is the result of a fault, neglect or error of the Vessel's Master crew or pilot.

Clause 13: Agency

In every case the Carrier shall appoint its own ship's agent both at the port of loading and the port of discharge.

Clause 14: General Strike

(1)) If there is a strike or lock-out affecting or preventing the actual loading of the Yacht when the Vessel is ready to proceed from her last port or at any time during the voyage to the port or ports of loading or after her arrival there, the Shipper shall have the option of cancelling this Agreement.

(2) If there is a strike or lock-out affecting or preventing the discharge of the Yacht on or after the Vessel's arrival at or off the port of discharge and the strike or lock-out has not been settled within 48 hours, the Carrier shall have the option of ordering the Vessel to a safe port where she can safely discharge the Yacht without risk of being detained by a strike or lock-out, The Yacht Owner will accept redelivery at that substituted port. All conditions of this Agreement shall apply to re-delivery at such substituted port.

(3) Except for the obligations described above, the Shipper shall not be responsible for the consequences of any strikes or lock-outs preventing or affecting the actual loading or discharging of the Yacht.

Clause 15: Rider

(1) When or where available, and provided the Yacht's length exceeds 80 feet and the voyage intended hereunder exceeds a scheduled period of ten days, the Yacht Owner may nominate one person ("Rider") after Carriers' approval and consent, to accompany the Yacht during the transportation of the Yacht, in which case the Yacht Owner will defend, indemnify, and hold harmless the Shipper from and against any claim, liability, loss, damage, costs and/or expense whatsoever which the Shipper, its servants, agents or independent contractors and its or their employees may incur, suffer or be put to arising out of any act, negligence, omission or default by that Rider. The Rider will be an employee of the Yacht Owner, not of the Shipper. The Yacht Owner warrants that the Rider will perform his or her duties and behave himself or herself in a workmanlike and professional manner and will not be negligent. The Yacht Owner undertakes to purchase insurance to cover the risks it has assumed under this Clause 15,

(2) The Rider will inspect the Yacht, its securing and its contents during the voyage. The Rider will promptly report to the Vessel's crew any need to adjust the system that secures the Yacht to the Vessel. The Rider will be responsible to inspect and adjust where necessary the systems used to secure the appurtenances and contents of the Yacht.

(3) If the Yacht Owner chooses to nominate a Rider to accompany the Yacht during the period of transportation, the Yacht Owner and the nominated Rider shall each complete and sign the relevant Indemnification Forms attached to this Agreement. Each Yacht shall be accompanied by no more than one Rider unless otherwise agreed, provided always however that the maximum number of Riders on board the Vessel during a particular voyage does not exceed the total number permitted by local or national regulations or any competent authorities. If the Carrier agrees that an additional Rider or additional Riders may accompany the Yacht, this Clause 15 shall be applicable to each additional Rider. The Shipper shall not be liable for any damages that may result from the impossibility of a nominated Rider to accompany the Yacht, for whatever reason, and it is understood that the Master of the Vessel has final discretion whether to allow a Rider to accompany the Yacht.

_____: **Signature Required**



(4) The Yacht Owner warrants that Rider will possess all necessary and valid papers, visa or other documents to enter the country of destination. The Yacht Owner will indemnify and hold harmless the Shipper for any failure to comply with Immigration requirements (or any other requirements which may prevent Rider from entering the country of destination),

(5) Opting not to nominate a Rider or the impossibility for a nominated person to accompany the Yacht shall not entitle the Yacht Owner to compensation or a discount.

Clause 16: Yacht Owner's Additional Warranty

(1) The Yacht Owner warrants and represents to be the owner or the party entitled to possession of the Yacht or to be duly empowered to represent the owner or the party entitled to possession of the Yacht, and has the requisite authority and legal capacity to execute and deliver this contract.

(2) The Yacht Owner warrants that prior to and after loading there will be no arms, ammunition and/or illegal drugs or alcohol aboard the Yacht and the Captain of the Yacht will prior to loading sign the declaration form as attached to this Agreement. The Yacht Owner will indemnify, defend and hold harmless the Shipper against any consequences of non-compliance with aforementioned.

(3) In the event that any competent authority executes an investigation in connection with the suspected presence of arms, ammunition and/or illegal drugs or alcohol aboard the Yacht and which affects the shipping schedule of the Carrier, the Shipper will be entitled to take all reasonable measures to protect its interest at the Yacht Owner's expense without releasing the Yacht Owner from any of its obligations under this Agreement,

Clause 17: Supply of Water and Electricity to the Yacht by the Vessel

(1) When and where available, cooling water, fresh water and electricity may be made available upon request of the Yacht Owner to the Vessel, however not before loading operations (including sea fastening) have been completed and after the Vessel's deck is dry and furthermore subject to the following:

(a) Cooling water

When and where available, cooling water may be provided to the exterior of the Yacht, for connection to the Yacht by or under the Yacht Owner's supervision and at Yacht Owner's risk. It is the responsibility of the Yacht Owner to engage the necessary manpower to complete and supervise this task.

(b)) Fresh water

When and where available, fresh water for spraying the Yacht may be made available upon Yacht Owner's own account and risk. Yacht Owner shall engage the necessary manpower to carry out the spraying of the Yacht.

(c) Electricity

When and where available, Yacht Owner may request the Carrier to supply electricity (as available on board the Vessel and in limited quantity) to the exterior of the Yacht for connection to the Yacht's electrical system; the Yacht Owner is responsible for providing approved cable-end connectors as well as any qualified personnel to effect the connection and disconnection, it is understood that the Vessel's crew may not be engaged for such work.

(2)) Opting not to request or secure cooling water, fresh water, or electricity, or the impossibility or unavailability of the same shall not entitle the Yacht Owner to compensation or a discount.

(3) Provided further that the Shipper shall in no case be liable for any damages or the consequences of any electrical power failures or variations, nor for suspension of the supply or surge of pressure of cooling water.

Clause 18: Permits and Licenses

The Yacht Owner is responsible for obtaining and will pay for all permits and licenses and customs duties including any foreign port chargers required with respect to the transportation/unloading and delivery of the Yacht. The Shipper may render assistance with the above without releasing the Yacht Owner from its responsibility under this Agreement.

Clause 19: Force Majeure

Neither Carrier or Shipper shall be liable to Yacht Owner for any delay caused by conditions beyond their control including but not limited to failure of suppliers, subcontractors, and carriers, strikes and labor shortages, weather delays, Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections, piracy and/or any other cause beyond the reasonable control of either the Carrier or Shipper whose performance is affected.

Clause 20: Waiver

Any acceptance by Shipper of any payment tendered by Yacht Owner not in full accordance with the terms set forth herein, including, without limitation, late payments, partial payments or payments not received at the place so designated by this agreement, shall not be deemed or construed as a waiver by the Shipper of any of its rights set forth herein or of the obligations of Yacht Owner as set forth herein, or as an accord, satisfaction, novation or estoppel against the Shipper. Any such acceptance will be at Shipper's sole discretion and shall not act to prevent Shipper from fully enforcing its rights under this agreement.

_____: **Signature Required**



Clause 21: Modification of Agreement

This Agreement cannot be modified unless modified in writing and executed by both parties subsequent to the execution of this Agreement.

Clause 22: Validity

If any term of this Agreement shall be deemed null, void, or unenforceable by any Court, regulatory body, agency, or government, such invalidity or unenforceability shall attach only to such provision. The validity of the remaining provisions of this Agreement shall not be affected and shall remain in full force and effect as if the invalid or unenforceable provision were not contained herein.

Clause 23: Jurisdiction and Applicable Law

(1) The laws of the State of Florida shall govern the substantive rights and obligations of the parties hereto, and shall be utilized to interpret and construe the provisions of this Agreement. Yacht Owner shall be liable for Shipper's attorney's fees and any court costs for any collection efforts or lawsuits undertaken by Shipper to collect any unpaid freight charges or costs due and owing under this contract.

(2) Venue for any legal or equitable action concerning this Agreement, its subject matter, or the rights, duties, responsibilities of any party hereto, shall be exclusively in the County or Circuit Courts of Miami-Dade County, Florida.

IMPORTANT: This is a Legal Contract; please consult an Attorney before signing.

The Undersigned Parties hereby attest and state that they have the requisite legal authority to enter into this Agreement, that they read the foregoing terms and conditions and consent to be bound by the same. The undersigned parties further state and attest that they have had the benefit of legal counsel before entering this Agreement or have knowingly waived the same.

Yacht Owner Signature

Shipper Signature

By: Printed Name

By: Printed Name

WeShipBoats.com
d/b/a Ari Shipping Corporation
7225 N.W. 25th Street, Suite 210
Miami, FL 33122
Tel. (305) 715-7057
Fax. (305) 715-7059

Signed and Executed on: _____

_____: Signature Required



INDEMNIFICATION, HOLD HARMLESS AND RELEASE AGREEMENT

Yacht: _____

Date: _____

In consideration of the Shipper's agreement to transport Yacht Owner's Yacht under the terms and conditions and for the price contained in the Shipping Contract attached hereto, and for other good and valuable consideration, receipt of which is hereby acknowledged, the undersigned parties hereby agree to defend, hold harmless, and indemnify Shipper, its officers, employees, agents, contractors and subcontractors from and against all liability or loss, Shipper may suffer as a result of any and all claims, demands, lawsuits, complaints, administrative / governmental actions, fines, forfeitures, costs, attorney's fees or judgments against Shipper arising out of the use, operation, maintenance, loading, unloading, storage and/or transportation of Yacht Owner's Yacht and from any condition, defect, hazardous good, or material contained in, on or about Yacht Owner's Yacht, including any claims arising out of any intentional act, omission, negligence, or default by Yacht Owner or Yacht Owner's Rider(s), Captain, agents, or servants.

The indemnity herein provided for will extend from the date of this agreement to and including the time that the Yacht is discharged and released to Yacht Owner or Yacht Owner's agents or servants.

Should it become necessary for purposes of resisting, adjusting, or compromising any claim(s) or demand(s) arising out of the subject matter with respect to which indemnification is provided by this agreement, or for the purposes of enforcing this agreement, for Shipper to incur any expenses, or become obligated to pay any attorney's fees or court costs, the undersigned parties agree to reimburse Shipper for such expenses, attorney's fees, or costs within thirty (30) days, after receiving written notice from Shipper of the incurring of such expenses, attorney's fees, or costs.

Furthermore, in consideration of the Shipper's agreement to transport Yacht Owner's Yacht under the terms and conditions and for the price contained in the Shipping Contract attached hereto, and for other good and valuable consideration, receipt of which is hereby acknowledged, the undersigned parties including the Yacht Owner, and any Rider(s), Captain, or any agents of Yacht Owner hereby agree to hold harmless, release and forever discharge Shipper, and any and all officers, directors, agents, servants, survivors, heirs or assigns, family members, employees, affiliated entities, parent companies, shareholders, and any successors in interest of the foregoing entities, from any liability or loss and all claims, demands, actions, causes of action, or suits of any kind or nature whatsoever, and particularly on account of all costs, attorneys' fees, property damage, and personal injury and damages both economic and non-economic, known or unknown, which result or may in the future develop, from any accident, event, or occurrence arising out of the use, operation, maintenance, loading, unloading, storage and/or transportation of Yacht Owner's Yacht, and/or for any known or unknown condition, defect, hazardous good, or material contained in, on or about Yacht Owner's Yacht. It is further understood and agreed that this is a full and complete release of any and all claims for injury and damages for which the undersigned parties have or may have in the future, or which might accrue to the undersigned parties, and the heirs, statutory survivors, personal representatives, executors, administrators, successors and/or assigns of the undersigned parties, as against the Shipper for damages, injuries, costs or attorney' fees as a result of, or in any way connected with any accident, event, or occurrence arising out of the use, operation, maintenance, loading, unloading, storage and/or transportation of Yacht Owner's Yacht, and/or for any known or unknown condition, defect, hazardous good, or material contained in, on or about Yacht Owner's Yacht

The undersigned parties acknowledge and agree that if any term of this agreement shall be deemed null, void, or unenforceable by any Court, regulatory body, agency, or government, such invalidity or unenforceability shall attach only to such provision. The validity of the remaining provisions of this agreement shall not be affected and shall remain in full force and effect as if the invalid or unenforceable provision were not contained herein.

The undersigned parties acknowledge and agree that the laws of the State of Florida shall govern the substantive rights and obligations of the parties hereto, and shall be utilized to interpret and construe the provisions of this agreement. Venue for any legal or equitable action concerning this agreement, its subject matter, or the rights, duties, responsibilities of any party hereto, shall be exclusively in the County or Circuit Courts of Miami-Dade County, Florida.

Yacht Owner's Signature: _____

SIGN HERE

Captain Signature (if applicable): _____

Rider Signature (if applicable): _____

Additional Rider Signature (if applicable): _____

Yacht Owner's Agent Signature (if applicable): _____



How to prepare your boat for a safe shipment

1. All items inside your boat such as galley utensils, plates, cups etc. Should be PROPERLY secured.
2. All depth sounders, compasses, etc. Should be removed and secured inside the boat. All ports, hatches and windows should be locked shut and locking device taped over.
3. To prevent water damage to cloth or canvas, top and side curtains should be removed prior to shipment. We do not assume responsibility for canvas covers or tops, which remain topside during shipment.
4. All electrical circuits should be closed and batteries disconnected.
5. Personal belongings and equipment must be itemized and verified by our driver prior to shipment. We will not assume responsibility for missing items not fully accounted for in writing. Major high cost removable items should be pointed out to the driver at the time of pick up.
6. If you are planning to ship your boat on a cradle, some precautions must be taken. Even though your cradle may serve adequately for storage it may fall short of what's needed for shipping. A cradle should fit the exact contour of your hull and be in good condition for sea voyage. Your boat must be well secured on the cradle. WeShipBoats do not assume responsibility for any damage attributed to carrying devices: such as cradles or boat trailers, when they are furnished by or behalf of the shipper.
7. Safety considerations recommended that all fuel and water be removed from the holding tanks.
8. Cabinet doors, drawers and all lockers inside the boat should be secured shut.
9. Plastic or plexi-glass fly bridge windshields should be removed and stored inside the boat.
10. The transport of sailboats involves a few additional requirements. Standing rigging, turnbuckles, mastheads and bow light, antennas, spreaders, wind indicators, wires and mast winches should be removed from the mast, after it is unstopped, and prior to shipment. WeShipBoats will not assume liability for damage attributed to rubbing or chafing by equipment left on the mast during shipment.
11. WeShipBoats will not assume liability for boats that are wood or damaged by shrink-wrapping.

WeShipBoats will be glad to answer any questions you might have concerning the transportation of your boat. Our years of experience will give you a safe delivery.

Owner Signature

Date



ARI Shipping Corporation

7225 NW 25th Street, Suite 210
Miami, FL 33122
Phone 305.715.7057
Fax 305.715.7059
e-mail info@arishipping.com
www.arishipping.com
IATA/CNS Lic. No. 011/9966-0022
FMC Lic. No. 3383

\

PLEASE NOTE OUR BANK DETAILS AS FOLLOWS:

**ARI SHIPPING CORPORATION
MIAMI DIVISION
JPMORGAN CHASE BANK
335 ROCKAWAY TURNPIKE
LAWRENCE, NEW YORK 11559
U.S.A.
ACCOUNT# 326060925
ABA/ROUTING# 021000021
SWIFT CODE: CHASUS33**

Miami New York