

## FIO Member Charter Terms and Conditions

1. All “Charters” of the R/V Weatherbird and the R/V W.T. Hogarth (“Vessel” or “Vessels”) to a member of the Florida Institute of Oceanography (“Charterer”) is subject to the following terms and conditions and any reservation or commitment by a member to hire a Vessel, whether or not for payment, is deemed to be acceptance of these terms by the Charterer. Charterer acknowledges that the Florida Institute of Oceanography’s (“FIO”) sole consideration for agreeing to charter a Vessel is dependent on Charterer’s full acceptance of these terms.
2. The Charter shall be conducted in accordance with the approved cruise plan submittal requirements, vessel departure requirements and in accordance with all applicable permits issued for the voyage, which are incorporated herein. Charterer is responsible for obtaining all necessary permits and the permit holder for each permit is solely responsible for conducting any activities in accordance with the permit. Charterer agrees to be responsible for any assessed fees and fines arising out of Charterer’s failure to comply with this section.
3. Vessels shall be employed in lawful activity in accordance with its designation as an Oceanographic Research Vessel wherein Charterers are performing instruction and or research including, but not limited to, disciplinary areas of biological, chemical, geological, physical oceanography and such other duties as may be practical and may be required by Charterers in support thereof. The trading limits of the vessel shall not exceed those imposed by the terms of any applicable policies of insurance placed on the Vessel.
4. FIO shall provide and pay for all provisions and wages of the Vessel’s crew, for insurance of the Vessel, for all deck and engine-room, cabin, and other necessary stores and supplies, including fuel and lubricants. The crew will at all times be answerable to FIO.
5. FIO shall provide meals and suitable berthing accommodations for Charterers’ personnel as set forth in the approved cruise plan.
6. The Charterer shall pay for the use and hire of the Vessel at the applicable member daily rate. FIO will deliver an invoice to the Charterer upon completion of the Charter, and payment shall be made within 30 days from the date of the invoice.
7. In the event of a material loss of time from deficiency of crew or stores, fire, breakdown or damages to hull, grounding, or detention by average accidents to ship, FIO, acting in its discretion, will make reasonable efforts to accommodate Charterer for any such loss of time after good faith consultation between FIO and the Chief Scientist
8. Neither party shall be liable to the other for any delays in the performance of this Charter due to causes beyond such party’s reasonable control, and not due to such party’s fault or neglect, including, but not limited to, any loss, damage, delay or failure in performing hereunder arising from weather, strike, lockout, stoppage or restraint of labor.
9. Charterer, and its employees, contractors, and agents (collectively “Personnel”) shall make commercially reasonable efforts to ensure that it acts in a manner that assists FIO and the University of South Florida (the “University”) in providing a safe environment for its students, faculty, staff, and visitors and protects the reputation of FIO and the University. Charterer agrees that it and its Personnel shall abide by FIO’s standard operating procedures, University policies, and local, state, and federal law, including, but not limited to, laws governing employee compensation and insurance coverage and University’s policies governing discrimination and sexual harassment. Charterer shall ensure that its Personnel are aware of their obligations and are appropriately and regularly trained to ensure compliance with these requirements and, when required by FIO or University, have completed an appropriate background check on its employees, contractors and/or agents in accordance with Chapter 435, Florida Statutes. In the event Charterer violates the law or University policy, as determined by law enforcement or University policy, in University’s sole discretion, after investigating such violations, University may request that such Charterer Personnel be restricted from future Charters. Each party agrees to report to the other party any known or reported act of discrimination

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on the basis of sex (including sexual harassment or sexual violence) involving a student or employee, as soon as such party becomes directly or indirectly aware of the incident (such as, for example, through either an oral or written report, complaint). All persons other than the Vessel's crew shall be required to execute a waiver and hold harmless agreement as a condition to being allowed to participate on the voyage.

10. This Agreement shall be governed by and construed in accordance with the General Maritime Law of the United States and where the General Maritime Law is silent, the laws of the State of Florida.
11. Liability and Indemnity Terms Applicable to Agencies or Subdivisions of the State of Florida Only:
  - a. Nothing in this Charter shall be construed as an indemnification of the Charterer by FIO or of the FIO by Charterer. FIO and Charterer warrant and represent that each is a sovereign entity and self-insured. FIO assumes any and all risk of personal injury and property damage attributable to the negligent acts or omissions of FIO and the officers, employees, servants, and agents thereof while acting within the scope of their employment by FIO and on FIO's behalf under the terms of this Charter. Charterer assumes any and all risk of personal injury and property damage attributable to the negligent acts or omissions of Charterer and the officers, employees, servants, and agents thereof while acting within the scope of their employment by Charterer and on Charterer's behalf under the terms of this Charter. Charterer and FIO agree that nothing contained herein shall be construed or interpreted as (a) consent of FIO, Charterer and the State of Florida, their agents and agencies to be sued except as provided for herein; or (b) a waiver of sovereign immunity by FIO, Charterer and the State of Florida beyond that provided in § 768.28, Florida Statutes.
  - b. Any dispute arising out of or in connection with these terms shall be resolved pursuant to the Florida Governmental Conflict Resolution Act, §§164.01-164.1065, Fla. Stat. If the dispute is unable to be resolved after exhausting the procedures contained in the Florida Governmental Conflict Resolution Act, Owner and Charterer hereby consent and submit to the jurisdiction of the Circuit Court of the Thirteenth Judicial Circuit in and for Hillsborough County, Florida.
12. Liability and Indemnity Terms Applicable to all other Entities:
  - a. Charterer assumes any and all risk of personal injury and property damage attributable in whole or in part to the negligent acts or omissions of Charterer and its Personnel while acting within the scope of their employment by Charterer and on Charterer's behalf under the terms of this Charter and agrees to defend, indemnify, and hold harmless the FIO, University, the Florida Board of Governors, the Florida Department of Education, and the State of Florida and their respective officers, directors, and employees from and against any and all claims, injuries, damages, losses or suits, including attorney's fees against any and all claims for damages or liability arising out of such acts or omissions.
  - b. FIO's aggregate liability for claims arising out of a Charter shall not exceed the limits of its self-insurance coverage provided pursuant to the terms and limitations of § 768.28 and Chapter 284, Part II, Florida Statutes or as amended. Charterer and FIO agree that nothing contained herein shall be construed or interpreted as (a) consent of FIO or the State of Florida, their agents and agencies to be sued except as provided for by Florida law; or (b) a waiver of sovereign immunity by FIO or the State of Florida beyond that provided in § 768.28, Florida Statutes.
  - c. All disputes arising out of these terms shall be brought exclusively in the state or federal courts located in Tampa, Florida and the parties irrevocably submit to the personal jurisdiction of such courts.