

## FIO NON-MEMBER CHARTER AGREEMENT

This Charter Party is made and entered into in the State of Florida on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between the University of South Florida Board of Trustees, a public body corporate for the Florida Institute of Oceanography, the Owners of the Vessel described below (hereinafter "Owner" or "FIO"), 830 First Street South, St. Petersburg, Florida 33701, and [ \_\_\_\_\_ ] (hereinafter called "Charterer") [ \_\_\_\_\_ ].

1. The Owners agree to let, and the Charterers agree to hire the Research Vessel [ \_\_\_\_\_ ] ("Vessel") for a voyage of \_\_\_\_\_ days, tentatively to begin on the date of \_\_\_\_\_. The Final dates will be set forth on the approved cruise plan. The Vessel and its equipment shall be placed at the disposal of the Charterer at [ \_\_\_\_\_ ] on that date. The Vessel shall be furnished, outfitted, and ready for service at the Time of Delivery. The Charter shall end upon return to [ \_\_\_\_\_ ]. The Charterer shall have no right to sublet the Vessel without the express written approval of Owners.

2. The Vessel 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 the applicable policies of insurance placed on the Vessel.

3. 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.

4. FIO shall provide meals and suitable berthing accommodations for Charterers' personnel as set forth in the approved cruise plan.

5. The Charterer shall pay for the use and hire of the Vessel at a flat rate of \$[ \_\_\_\_\_ ] per day. FIO will send an invoice to the Charterer upon completion of the Charter, and payment shall be made within 30 days from the date of the invoice

6. 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.

7. The voyage shall be conducted in accordance with the cruise plan approved by FIO, 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.

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 "Charterer") 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 University. Charterer agrees that it 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 it is aware of its obligations and is appropriately and regularly trained to ensure compliance with these requirements and, when required by University, have completed an appropriate background check on its employees, contracts 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 be restricted from future charters. Each party agrees to report to the other party any known or reported act of discrimination 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. 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.

11. 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.

12. 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. FIO and Charterer hereby consent and submit to a court of competent jurisdiction

in Hillsborough County, Florida, in connection with any disputes arising out of or related to this Agreement, and each hereby agrees that service of process may be made upon them by first class mail addressed to the office of each as set forth below, or by any other method permitted by the applicable Rules of Civil Procedure.

13. FIO AND CHARTERER HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, CLAIM OR COUNTER-CLAIM, WHETHER IN CONTRACT IN TORT, AT LAW OR IN EQUITY, ARISING OUT OF OR IN ANY WAY RELATED TO THIS CHARTER.

14. If any provision(s) of this Charter shall be invalid or unenforceable to any extent, the remainder of this Charter and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

FLORIDA INSTITUTE OF OCEANOGRAPHY [ \_\_\_\_\_ ]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_