

GAUNTLET - 2012

INFORMATION FOR SPORT DIVING BOAT CHARTERS:

For questions or concerns please contact us for clarification on any item listed below.

1) Making a reservation or booking for a dive charter:

a) Qualifications:

- i) All divers must hold certifications from recognized training agencies. Specialty-specific certifications are required in order to participate in dives requiring use of specialized gasses, equipment or techniques (i.e. trimix, rebreathers, decompression diving, etc).
 - (1) Rebreathers: Open circuit certifications (i.e., trimix certification for open circuit) are not sufficient for equivalent dives using a rebreather. You must have rebreather-specific certification for the type of dives you plan to do.
- ii) Recognized agencies include: NAUI, PADI, TDI, IANTD, ANDI, PDIC, GUE, SSI.
- iii) You may be asked to produce a logbook to document experience in order to participate in a specialized dive or a technical dive (generally dives in excess of 130 fsw).
- iv) You may be asked to participate on a recreational level dive prior to booking a deep dive.
- v) All sub-200 foot dives require previous participation on a dive between 130 and 190 fsw to verify experience and readiness for a deeper dive.
- vi) Dives with minimum depths below 230 feet are by invitation only.

These requirements and guidelines are to ensure the safety of all divers aboard the vessel and are not intended to deter participation, but to promote high quality, responsible and safe diving. Please contact us with questions about any policy described here.

b) Calendar and Schedule:

Our posted schedule will be opened up for bookings in "blocks" such as Jan-April, May-Sept, and Oct-Dec to allow for flexibility. Some of our special trips are not finalized until later in the year so when the schedule posts in January, we may still need additional time to plan. Therefore we must have the ability to open up dates if needed within a certain timeframe to schedule these special trips. If you wish to discuss booking a charter considerably in advance of the booking block windows (standard is typically one to two months in advance of the block), we may decline to accept the reservation or we may accept the reservation as "tentative" until we can determine our ultimate availability. We will discuss these options with you. If we accept your reservation as "tentative", we will commit to confirming or rejecting the booking request by a specific date. It is not our intention to "leave you hanging" indefinitely. We encourage customers to contact us with questions about advance bookings so we can discuss particular needs.

2) Payment for dive charters:

a) Reservations and Payment:

- i) **A credit card is required to make a reservation**, but you may make payment by cash or check following the charter on the day of the scheduled dive. Your credit card will not be charged unless requested following the charter. We accept Visa, MasterCard or American Express. Returned checks are subject to a \$20 fee per check.

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b) Cancellation:

- i) **If you must cancel your reservation for any reason you are responsible for making full payment. There is no grace period for cancellations.** Your credit card will automatically be charged unless other payment arrangements are made. Exceptions to this policy may be made in special circumstances. **We will only permit replacements to fill your spot in the event the boat is already full.**
- ii) If you do not show up for a charter or you arrive after the scheduled departure time, your credit card will be charged for the amount due.

c) Refunds on partially complete trips:

- i) Refunds will be issued only in the event of a complete cancellation. If the boat has "tied-in", the trip is considered complete and no refunds will be issued for trips cut short due to weather or non-mechanical based unexpected events. If the trip is run from a port other than homeport, a full refund will be issued less pre-stated fees deducted to cover overhead costs. Trip-specific details will describe the refund policy in these cases.

3) Cancellations to due weather, or mechanical problems:

a) Cancellations made by the captains due to weather may be made the day of the dive at the dock:

- i) When the conditions are extremely poor, cancellations may be made the day prior.
- ii) You are not responsible for payment if the charter is cancelled due to weather.
- iii) You will not be responsible for payment if we go out to look and must turn back due to conditions.

b) Cancellations due to mechanical problems:

- i) You are not responsible for payment if the charter is cancelled due to boat problems.
- ii) If mechanical problems arise at sea and force a premature return, you will not be responsible for payment unless diving operations had already commenced, in which case a partial refund may be issued depending on how the trip was affected.

4) Scheduled Charter Destinations:

a) Destinations cannot be guaranteed due to weather:

- i) Every effort will be made to run to a scheduled destination
 - (1) If weather forces a modification of a technical dive, the next deepest site will be chosen
 - (2) If a wreck site lacks a mooring, a shot line may be set; crew will place moorings when possible, but it is not guaranteed

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5) Boat Rates (Dive Charters):

The following fee schedule can be a bit confusing, but it's actually pretty simple. There are several ways the boat can be chartered. You can charter the whole boat for a private charter in which you decide what to do with all 6 spots, or you can just sign up for a "scheduled" charter that we are already offering. Scheduled charters are those that have a destination already listed on our website and will run with just 1 person if need be. The prices and requirements are broken down according to distance we must travel and how long the charter will be. The longer we stay out and farther we travel, the higher the cost.

- a) Daily rates for **whole-boat charter** (private charter, up to 6 passengers) **≤ 16 nautical miles (nm) one-way** originating from and returning to homeport:
 - i) Half Day (4 hours, AM or PM): \$450.00
 - ii) Full Day (8 hours, AM): \$1000.00
 - iii) Extended Full Day (12 hours, AM): \$1,800.00
 - iv) 24 hours: \$4000.00 (includes two licensed captains plus 1 crew member)
 - v) Voyages beyond 16 miles one-way will require a surcharge to be determined based on 1) distance to site and 2) current fuel prices
 - vi) Meals are included on Full Day, Extended Full Day and 24 hour charters

- b) Daily rates for **whole-boat charter** (private charter, up to 6 passengers) originating from and returning to any New England port **other than homeport**:
 - i) Full Day, Extended Full Day or 24-hour rates and > 16 mile distance surcharge (if applicable) as indicated above will apply
 - (1) Additional requirements: minimum of three consecutive days
 - ii) Transit Fee to Departure Point: Based on distance or number of days required to move the boat to departure point and return to homeport - \$120.00 per hour
 - iii) Operations Fee: Fuel Fee is calculated at \$5.00 per gallon; Engine Overhead Fee is \$7.00 per running engine hour.
 - iv) Dockage Fee: Price will be quoted and will depend on duration of stay and per diem slip fees

- c) Daily, whole-boat charter rates for voyages originating from any New England port (including homeport), transiting **>16 nm one-way** from the departure point:
 - i) Prices are available on request
 - (1) There is a minimum of a full day charter required (no half-day charters).
 - (2) A form will be provided requesting the particulars of your proposed voyage.
 - (3) A price quote will be provided before any agreement is finalized.

- d) Daily rates for local, scheduled, **individual** bookings **≤16 nm** of homeport (this excludes non-local scheduled dives – see section f). These are charters with destinations already scheduled by NADE.
 - i) **Half Day (max. 4 hours, 7:30 AM or 1 PM): \$75.00 per person**
 - (1) The boat requires a minimum of 1 person to run
 - (2) A private charter is not guaranteed, every effort will be made to fill the balance of the spots

- e) Gauntlet Privateers: 2012 requirements and restrictions
 - (1) Participated in at least 10 commercial charters aboard Gauntlet to earn 10 points.
 - (2) One point is earned per charter for a maximum of 10 points, which results in a "Letter of Marque"
 - (3) GP status results in receiving a discount on local half day charters. For 2012 the regular local half day price is \$75. For GPs the price is \$70.

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- (4) Points that are earned during the previous year are applied to the following year. For example, 10 points earned in 2012 will result in GP status for 2013.
 - (5) Commercial charters are defined as local charters, expeditions, exploration dives and special trips in which there is a fee for service. Points are earned on all commercial charters, but the discount only applies to local charters. Full or non-local charters, overnight charters, any charter where food is included in the price are excluded from the discount.
 - (6) Only 1 point can be earned per individual per charter (i.e., if you charter the whole boat you do not receive 6 points; you only receive one point)
 - (7) Cancelled reservations will count towards GP status only if the reservation was paid for in full (i.e., if you find a replacement, you do not receive a point for having been on that charter. If you pay for the charter, but do not go, then the charter will count towards GP status and a point will be earned.)
 - (8) Instructors who are receiving the instructor discount or whose spot is paid for by a student will not earn points for those charters
 - (9) Crew cannot earn points unless acting in the capacity of a paying customer for a given charter
 - (10) Points will not be earned for charters cancelled due to weather or mechanical problems with the boat
- f) Rates for advertised, scheduled destinations will supercede rates indicated here regardless of departure port or distance from port.
- i) If the published schedule lists a date, destination and price, the per-person rate indicated for that dive will apply, not the rate calculators described here.
 - ii) Special Trip 2012 pricing:
 - (1) **Scituate Area wrecks** (e.g., Pinthis, Winsor) - \$120 per person and includes lunch.
 - (2) **Stellwagen Bank wrecks** (e.g., Paul Palmer, Unidentified Trawler, Josephine Marie, Pentagoet) - \$160 per person and includes lunch
 - (3) **Custom pricing** for Southland and P/V Patriot

6. Fuel Surcharges and Rate Assessments:

We will attempt to avoid any unplanned adjustments in rates that could result from applying fuel surcharges and assessments. However, given the volatile price of diesel fuel, we will assess our rates on a quarterly basis (March 31, June 30, September 30 and December 31) to benchmark against the current market price of fuel. If fuel prices have changed significantly, we may adjust rates temporarily or permanently for some or all types of trips. In making a reservation, you agree to this policy and providing payment for additional costs not necessarily known at the time of booking.

7. Commercial Boat Rates (Non-Diving):

The rates and policies listed in this document do not apply to commercial (non-diving) charters. GAUNTLET is available as a platform for commercial and research operations/projects. Commercial boat rates for transit, basic/extended mobilization, stand-by and operations are provided upon request. Also available upon request is a detailed boat specification sheet for GAUNTLET.

8. Commercial Diving Rates (Non-Sport Diving):

The rates and policies listed in this document do not apply to commercial diving (non-recreational) charters. Commercial diving rates are available upon request.

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INFORMATION FOR SPORT DIVING BOAT CHARTERS:

9. Boat brokerage legal policies

- c) Contracts:
 - i) Any agreement signed between Northern Atlantic Dive Expeditions, Inc./ Gauntlet is a legal, binding document. You are responsible for full payment based on the terms of the agreement.
 - ii) Breach of contract issues will be immediately deferred to an attorney and handled as a legal matter.

- d) Confidentiality
 - i) In order to protect your interests and clearly define the role of each party, it is recommended that project-based private charters (e.g. shipwreck searches or surveys) be accompanied by a non-disclosure agreement (NDA) or confidentiality agreement (CDA).
 - (1) All data, photos, images and information, including the positions of shipwrecks located on private charters, will remain confidential until the expiry date of the agreement and/or NDA/CDA.