



## Day Charter Cancellation Policy

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These terms and conditions govern the Anchor Day Charter Cancellation Policy (the “Day Charter Cancellation Policy”) available to Charterers and Owners through the Services offered by Anchor.

Anchor has a standardized day charter cancellation policy for all boats on the platform offering day charters (12 hour duration or less) that we will enforce to protect both Renter (“Charterer” or “Guest”) and Boat Owner (“Owner”). Each party has the ability to cancel at any time. The fee schedule will be determined when the cancellation occurs in relation to the reservation dates (“set sail date”, “departure date”, or “check-in date”).

Please note that any weather related cancellations (i.e. named storms, thunderstorms, high winds, etc) are made at the sole discretion of the Captain or Owner. Weather conditions must be assessed the day of departure, and not based on a forecast.

The day charter cancellation policy is as follows:

- *The 10% booking fee is non-refundable immediately after payment is made—regardless of departure date.*
- *Free cancellations until 30 days before the departure date. The 10% booking fee is non-refundable.*
- *50% refund of booking charges for cancellations between 14-30 days before the departure date. The 10% booking fee is non-refundable.*
- *Booking charges for cancellations within 14 days of the departure date are non-refundable. The 10% booking fee is non-refundable.*

**Note:** *all cancellations must be made in writing by emailing [Charters@AnchorRides.com](mailto:Charters@AnchorRides.com)*

### COVID-19

As of May 31, 2022, circumstances related to the COVID-19 pandemic are no longer covered under this policy. For reservations made before May 31, 2022, certain COVID-19 related circumstances will continue to be covered. The CDC currently recommends a 5 day quarantine

for any individual who tests positive for COVID-19. Please contact us if you have a reservation made before May 31, 2022 and need to cancel due to a positive PCR test within 5 days of your departure date. Any other cancellation for COVID-19 related issues will be considered non-refundable.

## Provision Orders

Anchor offers provisioning services (food & beverage stocking/delivery) to Customers after they have reserved a boat and verified their account. Provision orders are required to be submitted at least 5 days (120 hours) prior to departure date & time. In any case where a Charter/Rental is canceled, the provisioning order is non-refundable. The Customer/Charterer/Renter is 100% responsible for picking up their provision order from the vessel pickup location and no refund will be issued. Please order provisions at your own risk. In rare cases where Provisions have not been ordered, cooked, or prepared, Anchor may be able to issue a partial or full refund.

## Rescheduling Fees

In the event that a reschedule is requested by the customer/Charterer, Anchor will apply a standard rescheduling fee **equal to the amount of the 10% booking fee** for the original scheduled boat. If mechanical failure prior to departure, weather-related issues (determined only by the Captain), Captain no-show, or no access to the vessel, Anchor may waive the rescheduling fee or provide a full refund. Each circumstance will be evaluated and resolved based on its own merit, as determined by Anchor's Customer Service Team.

## Extenuating Circumstances

If a cancellation is requested, Anchor will consider exceptions provided certain extenuating circumstances are evident and/or proven by the customer. For the following extenuating circumstances, the Customer/Charterer/Renter will receive a voucher or refund and the Boat Owner may not receive payment. All occurrences will be evaluated based on their own merit and determined by Anchor.

Either party is able to request a cancellation by sending an email to [Charter@AnchorRides.com](mailto:Charter@AnchorRides.com) and provide documentation to support the cancellation. Some examples of acceptable extenuating circumstances

- A booking is within 100 miles of a named or numbered storm-determined 24 hours prior to departure.

- **Weather.** Safety-related cancellations stemming from the event of lightning, thunderstorms, heavy rain, or heavy wind within one (1) hour of scheduled departure. Only the Licensed Captain or Owner may cancel due to weather. Renters cannot cancel for conditions such as periodic showers, overcast, cold, forecasted weather, or any other condition that does not impact the safety of the Vessel, Guests, Owner, or Crew.
- **Declared public health emergencies and epidemics.** Government-declared epidemics, pandemics, and public health emergencies. This does not include diseases that are endemic (for example, the flu) or commonly associated with an area (for example, malaria in Thailand). COVID-19 is not covered under this Extenuating Circumstances Policy.
- **Government travel restrictions.** Mandatory travel restrictions imposed by a governmental agency, such as an evacuation order. This does not include non-binding travel advisories and similar government guidance.
- **Military actions and other hostilities.** Acts of war, hostilities, invasions, civil war, terrorism, explosions, bombings, rebellions, riots, and insurrection.
- **Large-scale outages of essential utilities.** Prolonged outages of essential utilities, such as heat, water, and electricity, impacting the vast majority of homes in a given location.
- **Natural disasters.** Natural disasters and other severe weather events. Weather or natural conditions that are common enough to be foreseeable in a given location—for example, hurricanes occurring during hurricane season in Florida—are covered only when they result in another Event covered by this Policy that prevents completion of the reservation, such as a mandatory evacuation order or large-scale outage of essential utilities.
- **Mechanical failure.** A mechanical issue with the Boat that causes your rental to end prematurely that is deemed to be the responsibility of the Owner. For such occurrences when the vessel is hired for multiple days a cancellation will be processed, pro rata, for the remainder of the rental if the condition is not fixed within 20% of the total remaining rental time, calculated from the first tender of notice to the Owner regarding the condition, which has made the vessel inoperable.
- Owner or Captain cancellation, Captain and/or Boat no-show, or no access to the boat. In this case, the Boat Owner may be subject to penalties.
- A problem arises during rental that causes the Renter to end the rental, and is determined to be due to negligence of the Boat Owner. In this case, the Boat Owner may be subject to penalties.
- If the description of the Boat in the listing on the Site is materially inaccurate with respect to:

- the size of the Boat (e.g., number and size of the seating capacity, make, or model)
- if another party, including the Owner, is using the Boat during the reservation
- special features represented in the listing description are not provided or do not function, such as engines, water, lights, bathrooms (toilet/shower/bathtub), kitchen (sink/stove/refrigerator or major other appliances), and electrical, heating or air condition systems
- the physical location of the Boat (proximity)
- In some cases, Anchor may need to cancel a trip after booking to protect our users against fraud or for trust and safety considerations. Anchor will notify both owners and renters in such an event. When Anchor must cancel a trip, renters will receive a full refund and owners are ineligible for any payouts or earnings.

## What is not covered?

Everything else. The Extenuating Circumstances Policy only allows for cancellations for the Events described above. Everything else is excluded. We understand that other circumstances outside of your control may disrupt your plans. In any situations not listed above, your reservation remains subject to the Owner's day charter cancellation policy for the listing.

Examples of common events not covered by this policy include:

- Events that impact a guest or their ability to travel, but not the reservation location
- Unexpected injury or illness
- Government obligations like jury duty or court appearances
- Non-binding travel advisories or other government guidance that fall short of a travel ban or prohibition
- Cancellation or rescheduling of an event for which the reservation was made
- Transportation disruptions unrelated to a covered Event, such as airline insolvency, transportation strikes, and road closures due to maintenance

For reservations not covered by this Policy, we encourage guests and Owners to find a mutually acceptable arrangement, such as a full or partial refund or an alteration of the booking dates. Note that any refunds outside of the reservation's day charter cancellation policy are at the Owner's discretion. Anchor does not take part in or guarantee such refunds.

## **Term Charter Cancellation Policy**

This day charter policy does not apply to any multi-day or term charter bookings. Term charter bookings are any booking longer than 12 hours and usually include overnight stays. For more information, please be sure to read our full term charter cancellation policy.

## **Minimum Quality Standards & Owner Responsibilities**

If you are an Owner, you are responsible for ensuring that the Boats you list on the Platform meet minimum quality standards regarding access, adequacy of the description on the Services, safety, cleanliness, and do not present a Renter with travel issues. During the 24-hour period following the Renter's check-in, Owners should be available, or make a third-party available, in order to try, in good faith, to resolve Renter issues.

## **Boat Owner Penalties**

Owners agree that Anchor reserves the right to penalize Owners that cancel reservations or don't meet minimum quality standards with the following penalties, without without explicit or written consent:

- Black out the dates of canceled reservations
- Apply fees equal to the Boat Rental Fee (owner net income) if there are more than one cancellation within a 6 month period
- Lower the ranking of the boat listing in search results
- Leave a review on the listing that the Owner canceled a rental.
- Charge fair cleaning fees and refueling fees when applicable without consent.
- Charge/apply cancellation and booking fees up to the amount of the canceled booking.

## **General Provisions**

### **No Assignment/No Insurance**

This Day Charter Cancellation Policy is not intended to constitute an offer to insure, does not constitute insurance or an insurance contract, does not take the place of insurance obtained or obtainable by the Renter, and the Renter has not paid any premium in respect of the Day Charter Cancellation Policy. The benefits provided under this Day Charter Cancellation Policy are not assignable or transferable.

## **Modification or Termination**

Anchor reserves the right to modify or terminate this Day Charter Cancellation Policy, at any time, in its sole discretion, and without prior notice. If Anchor modifies this Day Charter Cancellation Policy, we will post the modification on the Services or provide you with notice of the modification and Anchor will continue to process all pending refunds/disputes made prior to the effective date of the modification.

## **Entire Agreement and Definitions**

This Day Charter Cancellation Policy constitutes the entire and exclusive understanding and agreement between Anchor and you regarding the Day Charter Cancellation Policy and supersedes and replaces any and all prior oral or written understandings or agreements between Anchor and you regarding the Day Charter Cancellation Policy. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Anchor Terms of Service.

## **Controlling Law**

This Day Charter Cancellation Policy will be interpreted in accordance with the laws of the State of Florida and the United States of America, without regard to its conflict-of-law provisions.

## **Limitation of Liability**

IN NO EVENT WILL ANCHOR'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS ANCHOR POLICY TERMS, EXCEED THE AMOUNT OF THE BOAT FEES COLLECTED BY ANCHOR FROM THE RENTER. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

YOU ACKNOWLEDGE AND AGREE THAT, BY POSTING A LISTING OR BOOKING A BOAT OR OTHERWISE USING THE SERVICES AS AN OWNER, RENTER, OR CAPTAIN / CREW MEMBER YOU ARE INDICATING THAT YOU HAVE READ, AND THAT YOU UNDERSTAND AND AGREE TO BE BOUND BY THESE POLICY TERMS.

## **Contacting Anchor**

If you have any questions about the Day Charter Cancellation Policy, please contact Anchor via email at [Charters@AnchorRides.com](mailto:Charters@AnchorRides.com).

*Last Updated: August 10, 2024 (effective date)*