

Cancellation Policy

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

Anchor has a standardized cancellation policy for all boats on the platform that we will enforce to protect both Renter (“Charterer”) and Boat 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” or “departure date”).

The cancellation is as follows:

If the vessel was booked (deposit made) with more than 72 hours of the departure date:

- *Free cancellations for 24 hours after the deposit is made.*
- *After 24 hours, the deposit is non-refundable.*
- *The remaining balance will be deducted at least 7 days prior to the departure date.*
- *After the remaining balance has been charged, cancellations are non-refundable unless weather or mechanical failure occurs. Only the USCG Licensed Captain and Anchor may cancel due to weather conditions. That decision will be determined on the day of departure only. Forecasts are not an acceptable reason for cancellation.*
- *Note: if your charter departure date is less than 7 days away, there are no refunds or cancellations. You may reschedule only. Reschedule fees apply. See below.*

If the vessel was booked (deposit made) within (less than) 72 hours of the departure date:

- *Cancellations are non-refundable. No exceptions.*
- *Note: if you place a deposit for a charter that takes place within 72 hours of the departure date (ex: next day or same day bookings), there are no refunds or cancellations. All sales are final and subject to forfeit the entire remaining balance.*
- *Note: Weather and/or Mechanical failure will still result in a reschedule only.*

COVID-19

In the event that a cancellation or reschedule is requested by the Customer/Charterer due to COVID-19 concerns, here are the following options:

- Customer/Charterer/Renter may cancel their charter with no penalties (full refund of remaining balance and deposit) if they provide a positive PCR test dated within 7 days of the charter, prior to the departure date.
- If the Customer/Charterer/Renter, or a member of the party, becomes or feels ill but a PCR test [that meets the guidelines above] cannot be provided prior to departure; the Customer/Charterer/Renter may reschedule and pay a rescheduling fee. Rescheduling fees are discussed in depth within this Cancellation Policy below and are equal to the amount of the deposit for the original scheduled boat. A Charter Voucher will be issued (in writing) to honor the remaining balance credit. No cash refund will be issued. No exceptions.
- All other cancellations, reschedules, etc. stemming from COVID-19 will be subject to standard rescheduling fees equal to the amount of the deposit for the original scheduled boat. A Charter Voucher will be issued (in writing) to honor the remaining balance credit. No cash refund will be issued. No exceptions.

Note: for a full refund with no financial penalties, a clear and legible positive PCR test must be provided, dated within 7 days of the departure date, and have a matching name of the Customer/Charterer/Renter. **No exceptions.** We do not accept at-home test kits which can easily be modified and have no identity. We report any suspicious COVID documentation fraud to the Federal Bureau of Investigation (FBI).

Provision Orders

Anchor offers provisioning services (food & beverage) to Customers after they have placed a deposit (reserved a boat). Provision orders are required to be submitted at least 4 days (96 hours) prior to departure date & time. In any case where a Charter/Rental is cancelled, the provisioning order is non-refundable. The Customer/Charterer/Renter is 100% responsible for picking up their provisioning order from the vessel pickup location and no refund will be issued. Please order provisions at your own risk. Due to shortages, some items may not be available.

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 deposit 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 refund your deposit and final payment. 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 100% refund and the Boat Owner will not receive payment.

Either party is able to request a cancellation by sending an email to 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.
- Safety-related cancellations stemming from the event of lightning, thunderstorms, heavy rain, or heavy wind within two (2) hours of the time of the scheduled rental. Only the Licensed Captain may cancel due to weather.
- Natural disaster
- Political unrest
- 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 generally not eligible for earnings.

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

We reserve the right to penalize Owners that cancel reservations or don't meet minimum quality standards with the following penalties:

- 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.

General Provisions

No Assignment/No Insurance

This 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 Cancellation Policy. The benefits provided under this Cancellation Policy are not assignable or transferable.

Modification or Termination

Anchor reserves the right to modify or terminate this Cancellation Policy, at any time, in its sole discretion, and without prior notice. If Anchor modifies this 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 Cancellation Policy constitutes the entire and exclusive understanding and agreement between Anchor and you regarding the Cancellation Policy and supersedes and replaces any and all prior oral or written understandings or agreements between Anchor and you regarding the Cancellation Policy. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Anchor Terms of Service.

Controlling Law

This 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 Cancellation Policy, please contact Anchor via email at Charters@AnchorRides.com.

Last Updated: December 02, 2021 (effective date)