

**TERMS AND CONDITIONS OF LEASE AND SERVICES FOR THE BOAT
NAMED LOVESAHCK.**

I.- Definitions:

I.1.- Dos Villanos LLC, S de RL de CV is the owner [Hereinafter the “Owner”], of the boat Bluewater 1998, hull BTL68054K798 two diesel engines Cummins 68 ft. maximum capacity 45 passengers [Hereinafter the “Boat”], which is the purpose hereof.

I.2.- Loveshack Cruises is the commercial name used by the Owner to render services of PRIVATE LEASE AND services of the Boat, which name is also Loveshack [Hereinafter “Loveshack”].

I.3 Loveshack will be used in this document indistinctly for the company to provide services and/or for the Boat.

I.4.- Client: Any individual(s) and/or entity and/or national or foreign invited guests that rent and/or use the private and exclusive services of the Boat.

1.5.- The boat will be rented for recreational purposes such as, without limitation: bay rides (sunset), sport fishing, private vents, snorkeling tour, whale watching and any other advertised in the web page www.loveshackcruises.com [Hereinafter activities]

II.- GENERAL CONDITIONS FOR LEASE.

II.1.- The Client shall book the Boat and/or its services with a period of at least 24 hours. This may be done through the page www.loveshackcruises.com, by phone at 624-105-1238 y/o 624-157-2797, e-mail reservations@loveshackcruises.com and/or in person in the Owner offices in Blvd. Marina S/N Plaza Nautica, Loc. E1-B Col. Centro Cabo San Lucas, BCS, Zip Code 23450, Mexico.

II.2.- The Client shall specify in the reservation the activities that wishes to carry out while leasing the Boat, pursuant the Services offered by Loveshack, number of hours and passengers.

Therefore, Loveshack will provide services and activities in terms of reservation and Client may not request additional activities and/or services that were not agreed and/or paid in the reservation and/or before set sail.

II.3.- Client acknowledges and accepts that Loveshack has its own crew, which will be assigned to render the services requested and whom are trained to perform the activities engaged. Therefore, the Client has no any labor responsibility with the crew.

II.4.- The rent of the Boat includes besides the activities engaged: the crew, fuel, lunch Mexican buffet, snacks, alcoholic and non-alcoholic beverages, and ice. Loveschack reserves the right to designate the number of the crew on board, the amount and type of food, snacks and beverages to be offered to the Client. Any additional service, menu, or beverages shall be requested by the Client in the reservation, which will be subject to an additional charge and will be agreed by Loveschack.

II.5.- The Client is obliged to notify Loveschack in the reservation if there is any type of allergy to material, food and/or beverages in order to be contemplated by Loveschack at the time of providing the service. In the event of notifying this situation in the reservation, Loveschack will not be responsible for the consequences of using materials, and/or consumption of food or beverages.

II.6.- The Client is obliged to notify Loveschack in the reservation of any illness or disease that may have. Therefore, Loveschack is not responsible if the Client suffers any accident as a result of said illness while the Boat is in use or while the activities are performed. Loveschack reserves the right to accept the engagement of the services and/or rent of the boat when considers that this may expose to its Clients.

II.7.- The Client accepts and authorizes that the crew and/or designated person by Loveschack to take videos and/or pictures of the ride and/or activities, as well as the invited passengers for exclusive use of advertisement of Loveschack in any media such as digital, printed, social network, etc. Therefore waves any claim in the future.

II.8.- The Client and invited passengers are responsible for the use and management of the fishing equipment, snorkel gear, facilities of the Boat and/or any other equipment provided for the activities. Any damage, flaw or loss imputable to the wrongful use of the equipment, as well as, the loss of the snorkel equipment, the Client shall pay the amount valued by Loveschack at that time and said amount shall be paid in cash at the time the ride is finished. If the Client refuses to pay the caused damages, Loveschack reserves the right to initiate the corresponding legal actions against Client.

II.9.- Loveschack will only serve alcoholic beverages to persons of legal age (18 years old and older), therefore if any minor is accompanied by an adult who provides him/her with alcoholic beverages, will be under his/her strict responsibility any consequence suffered by said minor and/or passengers of legal age caused by the alcohol consumption, even when is provided by Loveschack.

Said consumption will be under the strict responsibility of Client and/or invited passenger.

II.10.- Is strictly forbidden for the Crew, Client and/or invited passengers to get on board under the influence of any sort of drug or to carry any type of gun, narcotics or contraband in general, participate in commercial fishing and/or to carry out any other illegal activity or any other activity not related to purposes of the lease of the Boat. Loveschack reserves the

right to suspend the service and notify the corresponding authorities in the event of noticing any illegal activity.

II.11.- The Client may get on board and it is also suggested that he/she brings personal items such as swimming suit, towels, sun screen, cash for tips, food and beverage of the Client's choice provided that are authorized by Loveshack at the time of embark.

II.12 Loveshack is obliged to provide to the Client the security measures and use of the Boat to the Client and/or invited passengers at the time of embark. Also is obliged to provide with the corresponding life jackets. Client has the strictest responsibility the decision to wear the life jacket while the Boat is in use.

II.13.- Loveshack does not have wheelchairs, equipment or special facilities on the Boat, therefore it cannot provide the service to persons who require said facilities and/or special equipment.

II.14.- The Client shall attend to embark 15 minutes before the scheduled time, in the Marina of Cabo San Lucas DOCK M-O. If Client does not show up and/or has a delay of 30 minutes, Loveshack reserves the right to render the service to Client without any responsibility for the company and without the right of refund the Down payment paid by Client.

II.15.- The Client accepts the conditions of the Service as from the tome in which reservation is made for the lease of the boat or engages services.

III- TERMS AND CONDITIONS FOR THE PAYMENT OF LEASE OR SERVICES.

III.1.- The price of the lease of the boat and the services provided will be agreed by Loveshack and Client in currency of the United States of America and/or its equivalent amount in pesos at the exchange rate of the date in which is hired.
[Hereinafter the "The Price of the Service"].

III.2.- Client shall reserve the lease of the Boat and the Services in the terms stipulated in article II.1 hereof, any reservation requires 50% (fifty percent) of the Price of the Service (hereinafter the Down payment), which may be paid by Client in cash, wire transfer or by credit card. Said Down payment is not refundable, except in the terms listed in VII, sub sections b, c and d.

III.3.- Once the Client has paid the Down payment, Loveshack will send via e-mail the reservation confirmation indicating the time and date of the Service.

III.4.- The Client will have to provide the information of a credit card under his/her name as a guaranty of the payment of the service.

III.5.- The Client authorizes Loveshack to charge the Price of the Service, additional services provided during the use of the Boat, the amount for damages and losses made to the Boat and/or equipment imputable to Client, as well as additional hours that the Client requests and the cancellation fee to the credit card provided.

III.6.- The Client authorizes the charge of 5% (five per cent) of the total amount of the services rendered by Loveshack, in payments made through credit card.

III.7.- The Client acknowledges and accepts that he must arrive 15 minutes before the scheduled hour, in The Marina of Cabo San Lucas, in the gate and location that Loveshack indicates in the reservation confirmation.

III.8.- The Client must pay the outstanding balance of the Service Price before boarding, which should be made in cash and/or credit card in the moment indicated by Loveshack.

III.9.- The tips of the members of the crew are not included in the Service price. Therefore, it is suggested to the Client to provide to such crew between 10% and 15% of the Service Price or based on the Client's discretion.

IV.- TERMS AND CONDITIONS FOR SERVICES OF SPORT FISHING.

IV.1.- The Boat may be leased to practice sport fishing, in accordance with the Mexican maritime Laws.

IV.2.- Loveshack has a trained crew for carrying out this activity, therefore, only the Captain of the Crew may decide on the places within the sea where this activity will be practiced.

IV.3.- The Client and his guests are obligated to obtain a fishing license pursuant to the Mexican laws, which is not included in the rental Price agreed upon nor in the services provided by Loveshack. The Client may obtain them in the stores and/or authorized modules in the Marina of Cabo San Lucas or Loveshack may obtain in behalf of the Client at his cost, if the reservation was made with this requirement.

IV.4.- The Client accepts that the Boat may be leased to practice sport fishing for a maximum of 8 hours (6:30 am to 2:30 pm). However, it is understanding that the hours are customized and should be agreed upon in writing by the Client and Loveshack.

IV.5.- The Client acknowledges and accepts that there are restrictions to practice sport fishing, therefore, Loveshack shall explain once aboard the boat the marine species that are permitted to fish.

IV.6.- The Client recognizes and accepts that the success of capturing marine species permitted by law, depend on different natural factors, such as, the weather, water, sea currents, etc. Consequently, it is not Loveshacks responsibility the lack of capturing (fishing) such marine species, nor should it cause for reimbursement of the services and Price for the lease of the boat.

V.- CANCELLATION POLICIES.

V.I.- The causes for cancellation of the services and/or lease of the Boat due to Loveshack's responsibility and without any responsibility for the Client are:

- a) If the Captain of the Seaport restricts the departure for more than 3 hours, Loveshack shall reimburse a 100% of the Price of the service to the Client.
- b) If the Boat present a malfunction and it's impossible to render the service the day reserved by the Client, Loveshack shall reimburse 100% of the retainer paid by the Client.

V.II.- Loveshack reserves the right to provide the services, without this implying that the Client has a right to claim, demand, payment or any other civil or commercial responsibility, in the following cases:

- a) The Client acknowledges and accepts that if he does not arrive in the day and hour scheduled for the service or is late for more than 30 minutes, Loveshack will charge 100% of the Retainer paid for the Price of the service.
- b) If the Client cancels the lease and/or service with 24 hours in advance, Loveshack will only charge 70% of the amount paid as Retainer by the Client. The balance amount shall be refunded to the account and/or card that the Client indicates.
- c) If the Client cancels the lease and/or service with 72 hours in advance, Loveshack will only charge 50% of the amount paid as Retainer by the Client. The balance amount shall be refunded to the account and/or card that the Client indicates.
- d) If the Client cancels the lease and/or service one week in advance, Loveshack will only charge 5% of the amount paid as Retainer by the Client. The balance amount shall be refunded to the account and/or card that the Client indicates.
- e) When there are weather conditions and/or fortuitous events and/or force of majeure that delays the departure and/or prevents the trip to be carried out.
- f) The Client recognizes and accepts that the Seaport can be closed by the Mexican marine authorities, due to weather conditions or other natural causes that may put in danger the life of the crew and/or passengers. Therefore, Loveshack may cancel the Service due to this cause without any responsibility.

Loveshack may reschedule the service to the Client. However, it will not a be a cause attributable to Loveshack, it is not a reason to reimburse the Client the total amount of the price of the service.

VI.- VOLUNTARY RELEASE OF LIABILITY, WAIVER AND EXPRESS UNDERTAKING OF RISKS REGARDING THE TRIP IN THE BOAT, USAGE OF THE EQUIPMENT AND CONDUCTING RECREATIONAL ACTIVITIES.

VII.1.- The Client acknowledges and accepts that he/she is a passenger in the boat, along with his/her guests, consequently they are fully responsible and understand the dangers during navigation, including the fishing and the recreational activities carried out in the Boat and in the Sea, understands these risks may include, but are not limited to, being hooked or thrown off the Boat, drowning, slipping or falling on board, injuries that may occur inside and/or outside of the Boat and other dangers in the sea.

VII.2.- The Client agrees and accepts that by signing this document it is a waiver of rights to file a lawsuit against Loveshack, for injuries or death resulting for the lease of the Boat and/or rendering of the services. Additionally, recognizes that he/she is aware and expressly assumes the aforementioned risks that involve the practice of sport fishing, carrying out marine activities and those inherit to the navigation.

VII.3.- The Client recognizes and accepts that the Captain of the Boat, members of the Crew, Loveshack, sales agents, touristic services providers, the Owner of the Boat, nor the employees, cannot be associated or responsible in any manner for any of the incidents while using the boat and/or on trip, which may result in personal injuries, damages to property, death or any other damage to the Client and his/her guests, to his/her belongings that may occur as result of the usage of the Boat or as result of any negligence of any party.

VII.4.- The Client is a person older than 18 years of age and legally competent to sign this liability waiver.

VIII.- APPLICABLE JURISDICTION. - In case of any controversy derived from these terms and conditions of Loveshack's service, as well as all that not expressly established in this document, Loveshack and the Client submit to the jurisdiction of the City of Cabo San Lucas, Baja California Sur, Mexico; therefore, the Client hereby renounce expressly to the jurisdiction that may belong to due to his/her current or future domicile or because of any other cause.

I accept and acknowledged by:

[name of Client]

Date: