



PRIDE OF
Maui



MAUI MOLOKAI HI SEA CRUISES LLC

Business Proposal

Client Water Photography Services

Presented to:
Scott Turner, CEO
Pride of Maui

Organized by:
Brice Hamilton
Pride of Maui

UNCROWDED. UNHURRIED. UNSURPASSED.

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How: Click the links to go to a different page inside this presentation.

Introduction

Personal Background



Brice Hamilton
Pride of Maui

I come from a background of corporate sales management in the Real Estate sector and have a B.S. from University of South Florida. My detailed info can be found at www.bricehamilton.com/cv

Passions include: anything involving the Ocean, people, surfing, and of course, photography!

I thank you for your time and consideration of me as a team member on the Pride of Maui. It has been a pleasure to get to know your team and I am extremely appreciative of your great communication from the start. What separates your company from the rest has been made very clear, and I am looking forward to demonstrating my unique value proposition to your team and company moving forward. It's my belief I'm in perfect alignment with your company's objective and I'm fully committed to continuing your company's legacy as the leading and most prestigious charter boat company on Maui.

I have created the following business proposal after a discussion with Scott Turner, where he described the viability for such a proposal. To any reader that I have not yet been able to introduce myself, I have made this video so that you may get a better understanding of my background, please click the following link: www.youtube.com/watch?v=hGsORnQSCdM

I thank you again for your time and I look very forward to learning more about you in the near future.

Brice Hamilton

I. Primary Benefits of Client Photography Services

Why is Client Photography Service Beneficial?

Client photography is a very significant source of unique customer experience and revenue generation for Maui Molokai Sea Cruises LLC. A professional water photography service enhances many key performance metrics, such as:

- Customer Engagement - Photos provide everlasting memories to many of those that are experiencing a "once-in-a lifetime opportunity" aboard the vessel, and in the water.
- Referral Marketing/SEO Optimization - They will share these photos on all their social media and remember the name "Pride of Maui" their whole life. They will talk about their experience with your brand and share their own, original content about your products and services. This generates modern-era referral marketing and organic SEO benefits.
- Revenue Generation - Through either a commission split or a monthly concession payment as agreed upon, the revenue generation at even only a 50% market capture rate is very significant.

The revenue generated by additional market capture through increased SEO/future bookings is also very significant and achieves long-term growth objectives (discussed in section IV.)

II. Tools & Structure

Upholding your company's image is of paramount importance to us. We know the value of professionalism in the marketplace and will provide the absolute best quality in gear and services to your customers.

Your customers experiences will be captured by the most advanced photography gear available.

- Canon 5D Mark IV or greater equivalent Camera(s)
- Professional Underwater Housings (Ikelite, SPL, Aquatech)
- Full Online-Hosting/Photo Purchasing Website:
www.prideofmauiphotos.com
- Photo Editing & Invoicing
- Client Communications & Photo Delivery



Photo Delivery and Customer Communications

Maui Water Photos LLC will operate as an independent contractor for Maui Molokai Sea Cruises LLC, handling all aspects of business management between the customers who opt to purchase their photo(s). This allows your company to be "hands-off" and focus on higher-level business priorities, while still receiving significant revenue and marketing benefits, at no cost. We are a 'turn-key' package ready to boost your revenue



We utilize the most respected and powerful tools in the industry, including:

- Online Business Photography Hosting
- Top image editing software
- Online customer purchasing
- Direct customer service

III. Methodology and Examples

Let's Achieve Success,
Together

- We understand the importance of not upselling customers from the start, and not distract them from the regular booking process in any way. The best method of delivery will simply announce very casually at the end of each trip that professional photographs are available for purchase at www.prideofmauiphotos.com and let them visit at their leisure.
- We recognize that not all passengers will want their photo taken, it is the experience and situational awareness the photographer will maintain to not upset any passenger or impede their privacy in any way, shape or form. The goal of the photographer is to go virtually unnoticed by the passengers.
- Our website is hosted at one of the most powerful business photography services available. Customers can browse through the daily galleries from their trip and decide which photos they would like to purchase. The photos are watermarked in the gallery preventing any ability to download images without paying. Even if they decide they don't want to buy immediately, they will always be able to go visit the website again and have the option to purchase
- Pride of Maui Photos will have an emphasis on customer service and original social media content creation by all customers who purchase photos. This is driven by our exclusive relationship and loyalty to the Pride of Maui Company.



www.prideofmauiphotos.com



IV. Secondary Benefits

Long-term Growth Objectives

- At the website www.prideofmauiphotos.com we will also be able to drive SEO through blogging and maintaining communications with customers that use social media, geo-tagging and other Meta data.
- This gives a 2-for-1 benefit of providing both immediate revenue from a commission split (or monthly concession) and also long-term company growth objectives through SEO and referral marketing at no cost to your company.
- Maui Water Photos LLC can serve exclusively to your company should such a relationship be desired and agreed upon. This will allow an unparalleled dedication to the Pride of Maui's success versus its competitors.
- Our services include management of all customer service aspects in the sale of photography, will have an emphasis on social media content creation which is the leading source of marketing in the modern-era. No other photography service will be as exclusively dedicated to your company as us.

V. Implementation & Timeline

Let's move forward!



One Page Business Plan

[CONTINUE TO APPENDIX]

Draft of Contract

[CONTINUE TO APPENDIX]

***Financial Projections and full Pro- forma Statement available at time of physical meeting and presentation, including: Photography pricing, Market Capture rate, Weekly/Monthly/Quarterly Projections**

**BUSINESS/
INDUSTRY OVERVIEW**

Client Photography Services - Pride of Maui
Underwater Photography Services - Pride of Maui
www.prideofmauiphotos.com

PRODUCT OR SERVICE

PRODUCT OR SERVICE OFFERED	Client Photography Services - www.prideofmauiphotos.com
THE PROBLEM IT SOLVES	Missed Revenue Potential/Missed Long-term SEO and Marketing Component
THE SOLUTION IT PROVIDES	Customer Engagement/ Revenue Generation/ Referral Marketing/SEO Optimization
ALTERNATIVES	Other photography company's that will not be dedicated and loyal to ONLY clients of Pride of Maui
UNIQUE VALUE PROPOSITION	We achieve 2 primary objectives of immediate revenue and SEO benefits by staying exclusive to Pride of Maui

MARKETING AND SALES PLAN

OUR CUSTOMERS	Passengers of MAUI MOLOKAI HI SEA CRUISES LLC
HOW THEY'LL HEAR ABOUT US	Announcement at the end of each charter that photos are available for viewing at www.prideofmauiphotos.com
HOW WE'LL GET OUR PRODUCT SERVICE TO THEM	-Full Online-Hosting/Photo Purchasing Website -Client Communications & Photo Delivery -Full-time Customer Service

KEY OBJECTIVES AND SUCCESS METRICS

OBJECTIVE	SUCCESS METRIC
Annual Gross Revenue of \$250,000	Q1 Performance
Customer Engagement	More quantity & quality of customer reviews
Referral Marketing/SEO	Increased Booking and Brand Awareness

FINANCIAL PLAN

COST STRUCTURE	SOURCES OF REVENUE	PRICING STRATEGY
INDEPENDENT CONTRACTOR	COMISSION SPLIT OR CONCESSION	AS AGREED UPON

Timeline of Milestones



Draft of Agreement - [Non-Binding for EXAMPLE & ILLUSTRATIVE PURPOSES ONLY]

CONTRACT FOR PHOTOGRAPHY SERVICES

This Photography Contract (the "Contract") is made effective as of January 01, 2023 (the "Effective Date"), by and between MAUI WATER PHOTOS LLC of P.O. Box, Haiku, Hawaii 96708, and Maui Molokai Sea Cruises LLC of 355 Hukilike St # 207, Kahului, Hawaii 96732.

DESCRIPTION OF SERVICES. On January 01, 2023, MAUI WATER PHOTOS LLC will provide to Maui Molokai Sea Cruises LLC the following photography services (collectively, the "Services"):

EXCLUSIVE SNORKEL TOUR PHOTOGRAPHY CONTRACT FOR 1-YEAR

PERFORMANCE OF SERVICES. (1) MAUI WATER PHOTOS LLC agrees to take photographs as per Maui Molokai Sea Cruises LLC's stated requests, allowing for artistic expression; (2) MAUI WATER PHOTOS LLC agrees to use high technical quality to meet Maui Molokai Sea Cruises LLC's needs, for web or print; (3) MAUI WATER PHOTOS LLC will use digital photography and color management consultancy knowledge to create photographs for Maui Molokai Sea Cruises LLC; and (4) MAUI WATER PHOTOS LLC shall provide Maui Molokai Sea Cruises LLC with a lookbook or samples of the final proofs within 1 days.

PAYMENT. (1) Maui Molokai Sea Cruises LLC agrees to pay MAUI WATER PHOTOS LLC a sum of \$0.00 in consideration for the photography services to be rendered by MAUI WATER PHOTOS LLC. In consideration for this fee, MAUI WATER PHOTOS LLC will devote MORNING AND/OR SUNSET CHARTERS to cover the event or occasion of Maui Molokai Sea Cruises LLC; (2) MAUI WATER PHOTOS LLC will provide proofs and/or a lookbook to Maui Molokai Sea Cruises LLC to review for final purchase of pictures; (3) MAUI WATER PHOTOS LLC will provide Maui Molokai Sea Cruises LLC with a cost sheet itemizing the cost of different packages and individual photo purchases.

PAYMENT METHOD: COMMISSION SPLIT OR MONTHLY CONCESSION AS AGREED UPON

TERM. MAUI WATER PHOTOS LLC and Maui Molokai Sea Cruises LLC agree that this Contract shall commence on the above date and that same shall terminate on January 01, 2024. Said agreement may be extended and/or renewed by agreement of all parties memorialized in a subsequent amendment thereafter.

WORK PRODUCT OWNERSHIP. Any copyrightable works, ideas, discoveries, products, or other information (collectively, the "Work Product") developed in whole or in part by MAUI WATER PHOTOS LLC in connection with the Services will be the exclusive property of Maui Molokai Sea Cruises LLC. Upon request, MAUI WATER PHOTOS LLC will execute all documents necessary to confirm or perfect the exclusive ownership of Maui Molokai Sea Cruises LLC to the Work Product.

RELATIONSHIP OF PARTIES. It is understood by the parties that MAUI WATER

PHOTOS LLC is an independent contractor with respect to Maui Molokai Sea Cruises LLC, and not an employee of Maui Molokai Sea Cruises LLC.

CONFIDENTIALITY. MAUI WATER PHOTOS LLC, and its employees, agents, or representatives will not at any time or in any manner either directly or indirectly, use for the personal benefit of MAUI WATER PHOTOS LLC, or divulge, disclose, or communicate in any manner, any information that is proprietary to Maui Molokai Sea Cruises LLC. MAUI WATER PHOTOS LLC and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of the Contract.

COURTESY. The photography schedule and selected methodology are designed to accomplish the goals and wishes of Maui Molokai Sea Cruises LLC. Maui Molokai Sea Cruises LLC and MAUI WATER PHOTOS LLC agree that positive cooperation and punctuality are therefore essential.

WARRANTY. MAUI WATER PHOTOS LLC shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable industry standards and will provide a standard of care equal to, or superior to, care used by service providers similar to MAUI WATER PHOTOS LLC on similar projects.

DEFAULT. The occurrence of any of the following shall constitute a material default under this Contract:

- a. The failure to make a required payment when due.
- b. The insolvency or bankruptcy of either party.
- c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
- d. The failure to make available or deliver the Services in the time and manner provided for in this Contract.

REMEDIES. In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 5 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

FORCE MAJEURE. If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party reasonably timely written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

ENTIRE CONTRACT. This Contract contains the entire Contract of the parties, and there are no other promises or conditions in any other contract whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

SEVERABILITY. If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

AMENDMENT. This Contract may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

GOVERNING LAW. This Contract shall be governed by the laws of the State of Hawaii.

NOTICE. Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver of limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

ASSIGNMENT. Neither party may assign or transfer this Contract without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

SIGNATORIES. This Agreement shall be signed on behalf of Maui Molokai Sea Cruises LLC by _____ and on behalf of MAUI WATER PHOTOS LLC by MAUI WATER

PHOTOS LLC and is effective as of the date first above written.

Client:
Maui Molokai Sea Cruises LLC

By: _____ Date: _____

Photographer:
MAUI WATER PHOTOS LLC

By: _____ Date: _____
MAUI WATER PHOTOS LLC