

Excelsior Bay Charters

436 Union Place, Excelsior, Minnesota 55331 • Phone (952) 474-1171 • Fax: (952) 474-5522

Pencil in—Please sign and return with deposit within 5 days.

Not pencil in. Call to reserve a date and time.

Cruise Date _____

Boat Name _____

Charter Agreement

Charter Group

Name _____ Home Phone _____

Address _____ City/State/Zip _____

Business _____ Phone _____ Fax _____

Address _____ City/State/Zip _____

Requested Cruise Date _____ Time _____ To _____

Pick-up Location **Excelsior Charter Dock** _____

Expected Number of Guests _____ (maximum of _____)

Special Occasion _____

Food Ordered: T.B.D. _____

Bar and Beverage _____ Host Cash

Charter Costs: _____ Hours @ \$ _____ / Hours = \$ _____

_____ Additional Hours @ \$ _____ / Hours = \$ _____

Food Costs: _____ Persons @ \$ _____ = \$ _____

Total \$ _____

Service Charge (18%) \$ _____

Food Tax (6.5%) \$ _____

Card # _____ Fuel Surcharge \$10.00/Hour \$ _____

Exp. Date _____ Deposit (Paid By _____) \$ **300.00**

Name (print) _____ Additional Fees \$ _____

Billing Address _____

Balance Due Before Cruise \$ _____

Host Bar Total \$ _____

Total Balance (Paid By) \$ _____

CVV2 (3 Digit Code) _____

I have read this charter agreement, including the restrictions and liability limitations on the reverse side of this agreement and accept its conditions and disclaimers on behalf of my group.

Signed _____ Date _____

Approved By _____ Date _____

Please confirm date and time before returning agreement and deposit. Thank you.

Excelsior Bay Charters Charter Agreement

Charter Agreement between Excelsior Bay Charters and the herein said Charter Group and or Sponsor listed on the reverse side hereof. Excelsior Bay Charters and herein said Charter Group by its Group Representative and or Sponsor hereby enter into this legally binding Agreement subject to the following terms and conditions, including the provisions of the reverse side ("Page 1").

Reservations: The cruise date and time set forth on the reverse side hereof ("Page 1") is reserved only upon receipt of a non-refundable deposit of \$300.00, (Three Hundred Dollars). The remaining balance is required by the cruise date. A facsimile (fax) with a signature shall be deemed to be an original and an acceptance of the contract terms.

Final passenger counts are due 5 days prior to cruise date, only count increases may be made inside this window.

Cancellation: Cancellation by herein said Charter Group within 5 Days prior to sailing time will be fully responsible and charged for cruise time scheduled and food ordered. If cancellation is 30 days prior to cruise time, the deposit is / will be fully refunded. If cancellation of charter is less than 30 days prior to cruise time, no deposit refund will be made. Customer (Charter Group and or Group Representative and or Sponsor) listed herein agrees to pay all costs of collections including all attorney fees.

Cruise Time and Charges: Cruise time and charges are as specified on reverse side ("Page 1").

No adjustments will be made on account of weather, tardiness of group, or for any other reason without a signed written agreement from Excelsior Bay Charters.

Sales Tax: A 6.5% State Sales Tax will be added to all food, non-alcoholic beverages and equipment. A 9% Minnesota Liquor Tax will be added to all alcoholic beverages.

Service Charge: There will be an 18% service charge applied to all food and cruise purchases. (Not beverages) Excelsior Bay Charters has complete discretion as to its use and distribution. This enables us to pay our captains and 1st mates an increased hourly rate that is partially funded by this service charge. Tipping is allowed and appreciated during cruises.

Refunds: In the event the Charter Vessel does not depart due to conditions within the control of Excelsior Bay Charters, the Group Representative may elect to cancel for a full refund or hold the cruise dock-side for an adjusted cruise charge. Late departures caused by Excelsior Bay Charters will result in an extension of the cruise time or a pro rata refund of cruise charge.

Cruise Captain: All decisions by the cruise captain of Excelsior Bay Charters are final including but not limited to:

1. **Adverse weather:** We sail rain or shine. In the case of severe weather conditions, we monitor the national weather service radio station. The boat may remain dockside until the weather conditions improve. Please keep in mind that weather patterns change and severe weather usually passes quickly. Excelsior Bay Charters assumes no responsibility for circumstances that arise due to a weather related cause. The charter time does start at the specified charter agreement time. No adjustments will be made due to your decision of cancellation of weather.

2. **Misconduct:** In the event of individual or group misconduct or dangerous conditions, the Captain will terminate the cruise and dock where ever and when ever deemed necessary. No refunds will be made Excelsior Bay Charters will not be responsible for any consequences arising from or associated with such cruise termination, regardless of time or place of drop-off.

Liability for Damage: to any of our premises- owned, leased, rented, gifted or by association, and or, to any other, or combination thereof, and or Our Yachts will be the sole responsibility of the function sponsor- (listed on the Charter Agreement). Excelsior Bay Charters will not be responsible or liable for damage or loss of any personal belongings, equipment or materials of the function sponsor, attendees or other. Excelsior Bay Charters reserves the right to charge an appropriate and or exuberant fee for any damages, and or extensive and or special cleaning if deemed necessary. It is agreed that a cruise event is a "ride at you own risk" attraction.

Damage Deposit: Excelsior Bay Charters at its option may require a damage deposit, which will be refunded to the extent not used.

Disclaimer: Excelsior Bay Charters Disclaims All Responsibility For Guests Of The Charter Group and Their Property arising from the careless, negligent or unlawful acts of others, whether or not aboard the charter vessel or at dock-side and charter group agrees to indemnify and hold harmless Excelsior Bay Charters for the same. The Charter Group and its Guests assume all risk of personal injury and loss of or damage to personal property. It is agreed that the cruise is a "Ride at your own risk attraction".

No outside alcoholic or non-alcoholic beverages may be brought on board.

Law prohibits alcohol consumption by persons under the age of 21. Please bring your identification. Excelsior Bay Charters reserves the right to refuse alcohol service to passengers who appear intoxicated, or possibly for any other reason, at our discretion. All alcohol must be served by Excelsior Bay Charters staff. Misconduct that compromises the safety of the passengers, crew, or our property will result in the immediate termination of the cruise. Any cruise that is terminated due to any misconduct will render the group responsible for all billable event fees, no refunds will be made.

Young children are encouraged to wear personal flotation devices.

This agreement is the only agreement between the said parties and cannot be changed, except in writing and signed by Both Parties. This agreement is governed by the laws of the State Of Minnesota.