

Making memories, one cruise at a time

645 Old San Carlos Blvd, Ft. Myers Bch , FL 33931 239-765-8500 Email <u>sunsetboattours@aol.com</u> www.FortMyersPrincess.com

### Private Charter Agreement

Cruise Date	Type of Event			Vessel				
Client Name	Company			Email				
Address		City			State	Zip		
Day Phone	Ext	Phone		Fax	Ce	ell		
Boarding Location		Board	ing	Sailing		Return		
Estimate Guest Count_		_Min #	Maxir	num#				
Charter Fee \$		x 6% Sale	Гах	Total \$				
Type of Bar (Standard,, Capt, Admiral, Cash, Wine & Beer, Premium, soda only, Other)								
Open Bar pp \$	_x pass count	=	x 6%Sale	Tax	Total \$			
Menu Selection		Caterer			Phone			
Menu Cost pp\$	x pass count	=	x 6%Sale	tax	Total			
Total Menu Cost \$	+ Total 1	Bar Cost\$	x S	Service Cha	rge = Total S	\$		
Dockage Fee \$	Additiona	l Cost \$		Per Gue	st Total			
Grand Total \$	]	Deposit		Card	Check #	£		
Balance Prior to date \$_			Check#					
Security Deposit Requir	ed							
Special Requirements								
· · · · · · · · · · · · · · · · · · ·								

#### TERMS AND CONDITIONS OF CHARTER

Minimum deposit of \_\_\_\_\_\_\_ at the time of signing this agreement will secure use of the VESSEL for the date. And time specified above. The balance is due THIRTY DAYS (30) PRIOR TO THE DATE OF THE EVENT. FINAL MENU SELECTION OR CATERER MUST BE PROVIDED AND FINAL GUEST COUNT MUST BE GIVEN WITH FINAL PAYMENT. FINAL PAYMENT MUST BE IN THE FORM OF A PERSONAL CHECK, COMPANY OR TELLERS CHECK. IF THE CLIENT CANNOT FINALIZE THIRTY DAYS BEFORE THE DATE OF THE EVENT. AN ADDITIONAL DEPOSIT OF \$\_\_\_\_\_\_ WILL BE REQUIRED AT THAT TIME.

#### CANCELLATION POLICY

A) FULL DEPOSIT WILL BE GIVEN WITHIN 7 DAY OF RECEIPT OF DEPOSIT UNLESS IF WITHIN 7 DAYS OF SIGNING

B) If you cancel within four (4) weeks from the date of signing this agreement, your deposit will be refunded LESS A SERVICE CHARGE OF 50% OF THE DEPOSIT.

C) If client does not meet the above requirements. CLIENTS DEPOSIT WILL BE FORFEITED.

D) PLEASE TELEPHONE 1-239-765-8500 SUNSET BOAT TOURS LLC (DBA . FORT MYERS PRINCESS) IMMEDIATELY SHOULD YOU CANCEL YOUR AGREEMENT AND FOLLOW-UP WITH A WRITTEN REQUEST. E) WE WILL NOT ACCEPT CANCELLATION OF YOUR CHARTER WITHOUT A WRITTEN REQUEST CONDITIONS OF CHARTER AGREEMENT

## CONDITION OF CHARTER

1)The Captain has COMPLETE control of the vessel course and passengers conduct as necessary for safety. Captain reserve the right to inspect any bags, etc being brought on board

2) In the event of material shortage of a particular menu item, substitutions will be allowed by caterer. Substitutions will be of like kind and quality.

3) Damage to the vessel furnishing and /or equipment to include and not limited to excessive staining of rugs ,damage to walls ,doors,windows,etc will be Customers/Clients responsibility.

4) This contract and attached menu, file, constitutes the entire agreement between the undersigned parties.

5) No warranties ,expressed or implied ,are made as result of this agreement except that SUNSET BOAT TOURS LLC will provide Services as set forth in this agreement.

6) In the event of "Caterer" mix-up/problems either yours or our caterer SUNSET BOAT TOURS LLC will not be held responsible.

7) If the vessel DOES NOT SAIL for reason beyond our control, but not limited to weather, rough seas, mechanical breakdown the party will be held at dockside and 25% of the vessels charter fee will be refunded.

8)If SUNSET BOAT TOURS LLC should delay departure time, we will extend cruise schedule to compensate.

SHOULD (YOU) THE CLIENT request a delay in departure, cruise time will NOT be extended without additional fees. 9) We will require all sub contractors, DJ, Caterer, etc to provide liability insurance in the amount of \$1,000,000 naming and holding harmless. SUNSET BOAT TOURS LLC and any other subsidiaries as insured.

10) We reserve the right NOT to serve any alcoholic beverages to any sub-contractors regardless of the relationship to the client. NO COOLER OR ALCOHOLIC BEVERAGES ARE ALLOWED ON BOARD.

11) We are NOT responsible for any equipment, supplies or personal belongings left on the vessel.

12) All Changes to charter agreement must be submitted in writing and approved by SUNSET BOAT TOURS LLC.

13) Sunset Boat Tours, Fort Myers Princess MUST provide all beverage on board as per Florida State liquor Laws

CUSTOMERS SIGNATI CUSTOMER TITLE	JRE	PRINT DATE	
COMPANY NAME			
SUNSET BOAT TOURS DATE DEPOSIT RECEIVED _ BALANCE Version: March 16 ,2011	LLCDATE FINAL PAYMENT	TITLE TYPE OF PAYMENT DATETYPE OF I	PAYMENT

# **IMPORTANT NOTE**

Please remit all payments to:

Fort Myers Princess c/o Captain Gene Becker 1529 NW 25th Ave Cape Coral, FL 33931

Any questions, Captain Gene can be reached directly on cell: 239-322-7323