



Location: 645 Old San Carlos Blvd, Fort Myers Beach 33931
 239-337-2300 toll free 1-877-4A BOAT-TOUR

Private Charter Agreement

Cruise Date _____ Vessel _____
 Client Name _____ Contact _____
 Address _____ City _____ State _____ Zip _____
 Day Phone _____ Ext _____ Eve Phone _____ Fax _____ Cell _____
 Boarding Location _____ Ceremony _____ Sailing _____ Return _____
 Type of Event _____ Guest Count _____ Maximum _____
 Menu Selection _____ Caterer _____ Phone _____
 Type of Bar (Standard, Cash, Wine & Beer, Premium, soda only) Open Bar p.p. \$ _____ x _____ Pass Count =
 \$ _____ x 19 % Service Fee _____ Bar Fee x 6% State Sale Tax = Total Bar Fee _____
 Charter Fee \$ _____ x 6 % FL Sale Tax = Total Charter rate= _____ Dockage Fee \$ _____
 Galley Fee \$ _____ Menu Cost \$ _____ Menu Service Fee _____
 Administrative & Crew Fee \$ _____
 Charter and Bar Fee \$ _____ x 6 % Total FL Tax _____
 Additional Cost \$ _____ Per Guest Total _____
 Total Charter Cost \$ _____ Deposit \$ _____ Check # _____
 Balance Prior to Date \$ _____ Check # _____
 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 BUSINESS DAYS 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 DAYS OF RECEIPT OF DEPOSIT

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.

PLEASE TELEPHONE '1-877-4A BOAT-TOUR' SUNSET BOAT TOURS LLC (DBA FT MYERS PRINCESS) IMMEDIATELY SHOULD YOU CANCEL YOUR AGREEMENT AND FOLLOW-UP WITH A WRITTEN REQUEST WE WILL NOT ACCEPT CANCELLATION OF YOUR CHARTER WITHOUT A WRITTEN REQUEST

CONDITIONS OF CHARTER

1) The Captain has COMPLETE control of the vessel course and passengers conduct as necessary for safety.

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 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, the party will be held at dockside and 25% of the vessels charter fee will be refunded.

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.

8) 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.

9) We reserve the right NOT to serve any alcoholic beverages to any sub-contractors regardless of the relationship to the client.

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

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

CUSTOMERS SIGNATURE _____ PRINT _____

CUSTOMER TITLE _____ DATE _____

COMPANY NAME _____

SUNSET BOAT TOURS LLC _____ TITLE _____

DATE _____

DEPOSIT RECEIVED _____ DATE _____ TYPE OF PAYMENT _____

BALANCE _____ FINAL PAYMENT _____ DATE _____ TYPE OF PAYMENT _____