



S.S. LILLYPAD

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S.S. LILLYPAD CONTRACT

Name of Customer: _____ **Date of Cruise:** _____

Depart Time: _____ **Return Time:** _____ **Total Hours:** _____ **Cruise Fee:** _____

Cruise Fee Rate	1 Hour	2 Hour	3 Hour	4 Hour
\$400 (Meal Cruise)	\$400	\$800	\$1200	\$1600
\$450 (Appetizers)	\$450	\$900	\$1350	\$1800
\$500 (Cruise only)	\$500	\$1000	\$1500	\$2000

- All private cruises with meal service start on a 30-passenger minimum rate.
- A deposit of the cruise fee listed above will hold your cruise date and time designated by the manager of the S.S. Lillypad. There is a two-week limitation on date reservations and failure to put a deposit on or before _____ date _____ may result in an automatic cancellation of your date and/or time. The cruise fee does not include food or beverage costs, 7% Indiana state sales tax and a gratuity charge of 18% on food and beverage costs. Full payment is expected at the conclusion of the cruise unless previous arrangements with the manager of the S.S. Lillypad are made.
- **Food ordering lead times require a finalized guest count and menu list no less than ten (10) days prior to the cruise.** The S.S. Lillypad will provide food sufficient to serve the number of people established by the customer. However, should additional persons be boarded, the S.S. Lillypad can only agree to "best efforts" in accommodating the extra need.
- If the cruise is canceled by customer, the deposit shall be returned as follows:
 - a) If the cruise is canceled more than sixty (60) days prior to the cruise date, ninety (90) percent of the deposit will be refunded.
 - b) If the cruise is canceled more than thirty (30) days prior to the cruise date, fifty (50) percent of the deposit will be refunded.
 - c) If the cruise is canceled less than thirty (30) days prior to the cruise date, no deposit will be returned.

d) Customer will also be responsible for the fully-contracted food costs if cancellation occurs less than five (5) days prior to the cruise. This is consistent with food suppliers' ordering lead times.

- The S.S. Lillypad shall not be responsible for its failure to perform for reasons of fire, weather conditions, accidents or acts of nature, or for any reason beyond its control. In the event of inclement weather, every attempt to serve the party at pier side will be exercised. If this is not possible due to the severity of the weather, every attempt will be made to move the guests inside The Frog Tavern. If this occurs, the cruise fee will be refunded in its entirety, but the customer will be responsible for food and beverage services provided.
- The customer shall be responsible for any damage to the cruise vessel or for the loss of, or damages to, any equipment, goods or property caused by all invited guests. The Lillypad shall not be responsible for any lost, stolen or damaged personal property belonging to the customer or guests.
- The customer will be fully responsible for the behavior and conduct of children and all invited guests. The S.S. Lillypad reserves the right to terminate any cruise for reasons of safety or inappropriate behavior. Passengers may board no earlier than 10 minutes before departure time.
- Additional fees may incur with add-ons including a prime rib carving station or a full-narrator on the cruise.
- Any contract disputes will be handled according to the laws of the State of Indiana. Specifically, disputes shall be resolved in the city of Syracuse by arbitration conducted with the rules of the American Arbitration Association pertaining to arbitration of commercial disputes. The parties further agree that any claims made under this contract shall be made within six (6) months of the cruise.
- This agreement is not assignable by either party without the express prior written consent of the other party. This contract constitutes the entire agreement between the parties.

Dated: _____ , _____.
 month date year

By: _____
 (Customer)

By: _____
 (S.S. Lillypad Cruise Manager)