



**S.S. LILLYPAD**

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## S.S. LILLYPAD CONTRACT

Name of customer: \_\_\_\_\_

1. All private cruises with meal service are charged on a 30-passenger minimum rate.
2. The S.S. Lillypad will provide food, beverage and other services as specified on \_\_\_\_\_ day \_\_\_\_\_ date . The cruise begin time is \_\_\_\_:\_\_\_\_ a.m. / p.m. and will return at \_\_\_\_:\_\_\_\_ a.m. / p.m.
3. The cruise fee shall be \$\_\_\_\_\_ based on a rate of \$\_\_\_\_\_ per hour for your \_\_\_\_ hour cruise. This does not include food or beverage costs. These additional expenses along with 7% Indiana state sales tax and 18% gratuity of food and beverage costs will be included once a complete cruise trip agenda is developed. A revised *Worksheet* form will be drafted as cruise requirements change and a final invoice will be made available at cruise end.
4. The S.S. Lillypad will provide food sufficient to serve the number of people set forth on the *Worksheet*. However, should additional persons be boarded, the S.S. Lillypad can only agree to "best efforts" in accommodating the extra need. Food ordering lead times dictate a finalized guest count no less than ten (10) calendar days prior to the cruise.
5. A deposit of the cruise fee, \$\_\_\_\_\_ , as stated above, is to be paid upon the execution of this agreement. The balance due shall be paid upon conclusion of the cruise unless other arrangements were made in advance. 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.

S.S. Lillypad Contract (continued)

6. The S.S. Lillypad shall not be responsible for its failure to perform for reasons of fire, weather conditions, accidents or Acts of God, 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.
7. 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.
8. 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.
9. 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.
10. 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: \_\_\_\_mont\_\_\_\_ dat\_\_\_\_ , \_\_\_\_vea\_\_\_\_.

By: \_\_\_\_\_  
(Customer)

By: \_\_\_\_\_  
(S.S. Lillypad Cruise Manager)