

# Lake Murray Cruises, LLC.

## OPERATING "THE SPIRIT OF LAKE MURRAY"

OFFICE ADDRESS: 1056 Jones Road, Irmo SC 29063 Telephone 803-730-3044

BOARDING ADDRESS: 3337 Highway 378, Leesville, SC 29070 (Lexington County)

### Charter Agreement

Please Print Except for Signatures/Initials

This agreement made the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Lake Murray Cruises, LLC (hereinafter referred to as LMC) and the following person \_\_\_\_\_ representing \_\_\_\_\_, (hereinafter referred to as Charterer). Mailing address of Charterer is as follows: \_\_\_\_\_, daytime phone number is ( ) \_\_\_\_\_ cell phone number is ( ) \_\_\_\_\_, email is \_\_\_\_\_. The Charterer shall be subject to the following terms and conditions:

#### 1. TERMS AND CONDITIONS:

(a) LMC shall let, and the Charterer shall hire the vessel on \_\_\_\_\_, 20\_\_\_\_, from \_\_\_\_\_ to \_\_\_\_\_ for a total of \_\_\_\_ hours. Boarding shall begin at \_\_\_\_\_ (usually ½ hour before the vessel departs). The vessel shall board at The Spirit of Lake Murray Marina, 3337 Highway 378, Leesville, SC 29070.

(b) In the event LMC agrees to board the vessel or disembark at a location other than their usual docking location, an additional dockage fee may be assessed. I/we are requesting the boarding location to be: \_\_\_\_\_.

(c) Should the Charterer desire to hire the vessel for a period of time beyond that specified in (a) above, (hereinafter referred to as overtime), the charge for the vessel hire shall be at the rate of \$300.00 per hour. If the Charterer should desire to cruise beyond the hours contracted for during the course of the charter, arrangement must be made with a LMC representative. The Charterer must pay the overtime charge in cash when the extra time is requested.

(d) The vessel shall be in good working order. During the period of the charter, the vessel shall be under the full authority, operation, and management of the Captain of the vessel as a representative of LMC. No repairs, changes, or improvements shall be made to the vessel by the Charterer without first obtaining written consent of a LMC representative. LMC shall exclusively provide all food and beverage unless otherwise agreed upon.

2. **CHARTER HIRE:** The Charterer shall agree to pay LMC either (1) \$\_\_\_\_\_ for chartering the vessel without food at the times set forth in (a) above, or (2) a per person charge of \$\_\_\_\_\_ to include food provided while on the vessel. [Place N/A on the line that does not apply.] The charter hire includes the use of the vessel, fuel, dockage fees, payment to Captain and crew as required, and insurance. Bar services, special clean up fees, and special set up fees are additional costs.

**3. PAYMENT POLICIES:** A non-refundable deposit of \$500.00 must be received by LMC in order to reserve a specific date for a charter. A signed copy of this charter agreement must also be received by LMC. NOTE: Should the date of the contract be less than two weeks prior to the charter date, LMC will require that the full charter fare be paid immediately on a non-refundable basis. LMC requires full non-refundable payment of all monies in connection with the charter by cash, money order, credit/debit card, or Cashier's Check. All Cashier's Checks or money orders should be made payable to Lake Murray Cruises, LLC with the date of the event clearly indicated on it. Personal checks will **not** be accepted.

**4. CANCELLATION BY LMC; EXCUSED FOR NON-PERFORMANCE:** If due to mechanical failure, act of God, severe inclement weather, strikes, labor disputes, accidents, restrictions or regulations on vessel operation, commodities or supplies, acts of war or terrorism, or any other reason beyond the reasonable control of LMC (collectively hereinafter referred to as "Force Majeure Events"), and LMC is unable to perform its obligations under this agreement, then such non-performance is excused and LMC may terminate this agreement without further liability of any nature whatsoever upon making a full refund of all monies paid by the Charterer. Such refund shall constitute the full and exclusive remedy of the Charterer. Neither LMC, nor any of its officers, directors, employees, owners or agents, shall be liable for any other or additional damage, including for direct, indirect, consequential or incidental damages. However, the terms set forth under the "DOCKSIDE" below will supersede this clause to the extent the event is held dockside.

**5. DOCKSIDE:** If LMC delivers the vessel to Shealy's Landing, or some other location as agreed upon, but the vessel does not sail due to a Force Majeure Event, the event will be held dockside and the charter will be deemed complete. No monies will be refunded and the Charterer will remain liable for all contracted amounts.

**6. DELAY OF DEPARTURE:** If LMC should delay departure, we will extend cruising time to compensate for delay of time. Should the Charterer request a delay in departure, cruise time will not be extended (see Terms & Conditions, Section 1-B above).

**7. MISSING OR STOLEN PROPERTY:** LMC shall not be held responsible for any personal property brought or left on board the vessel by the Charterer or their guests.

**8. ILLEGAL SUBSTANCES:** No illegal drugs or other substances shall be permitted on board the vessel before, during or after the completion of the charter hire period. Should the Captain, crew or staff suspect a violation of this provision, the vessel shall immediately return to the point of embarkation, the charter shall be terminated with no refunds of monies whatsoever.

**9. INTOXICATION:** LMC has the right to refuse boarding to anyone that the Captain or other LMC representative feels to be intoxicated or under the influence of drugs. LMC also reserves the right to stop serving someone they feel is intoxicated during the period of the charter. LMC also maintains state laws and does not serve alcohol to minors. Any minor consuming alcohol will be referred to the Captain. In such event, the Captain has the right to return to the place of embarkation and end the charter with no monies returned, and/or terminate alcohol services for the duration of the charter with no monies returned. Law enforcement agencies will be contacted as deemed appropriate by LMC or its representative.

**10. INSURANCE:** We require all caterers and other sub-contractors to provide liability insurance naming and holding harmless LMC and any other subsidiaries as insured. Private event insurance may be arranged and paid by the Charterer.

**11. DISPLAYS, DECORATIONS AND PERSONAL PROPERTY:** No displays or decorations may be installed on the vessel by Charterer without prior approval from LMC. In the event any personal property of the Charterer or his/her guests or invitees is placed in or installed on the vessel and left there either prior to or following the charter, LMC is not liable for any loss or damage to such property, regardless of the reason. Charterer is not permitted to bring any liquor, beverages or food on board the vessel without prior approval from LMC.

**12. COLLECTION COST:** In the event the Charterer defaults in the payment of any sum of money due hereunder and it shall become necessary for LMC to employ an attorney, collection agency, or other lawful method to collect any sums due LMC under this agreement, Charterer agrees to pay all expenses of collection, including reasonable attorney fees and Court costs.

**13. INDEMNIFICATION:** To the extent permitted by law, Charterer agrees to protect, indemnify, defend and hold harmless LMC and its officers, directors, employees, owners or agents from and against any loss, damage or liability whatsoever, including reasonable attorneys fees, arising out of or connected with the charter including, but not limited to, the installation, removal or use of any displays or decoration on the vessel or any part thereof by Charterer or any guest, invitee, or agent of Charterer or any independent contractor hired by Charterer, except those claims arising out of the sole negligence or willful misconduct of LMC.

**14. DAMAGE TO PROPERTY:** Charterer agrees to conduct the charter in an orderly manner and in full compliance with all applicable laws and regulations and rules promulgated by LMC. Charterer assumes full responsibility for any damage done to the vessel or any part thereof during the charter or at any time prior to or following the charter when Charterer, his/her guests, invitees, agents or any independent contractor hired by Charterer are given access to the vessel or other LMC facilities. All damage to the vessel will be brought to the attention of the Charterer within 24 hours following the charter.

**15. UNLAWFUL ACTIVITIES:** Gambling activities, the use of drugs, or any unlawful activity are expressly prohibited. A violation of this provision by Charterer or his/her guests shall be grounds for immediate termination of the charter and return to dock, with forfeiture of all monies paid.

**16. CAPTAIN'S AUTHORITY:** *The Spirit of Lake Murray* is routinely inspected, certified and operated in accordance with the rules and regulations of the United States Coast Guard. LMC shall provide a Licensed Captain who is competent in navigation and a crew to operate the vessel safely and efficiently. Charterer agrees to conform to the Captain's judgment concerning the safe navigation of the vessel, weather conditions, anchorages and other pertinent technical matters. If, in the sole judgment of the Captain, weather conditions or other factors make it unsafe to navigate the vessel during the scheduled hours of the charter, the vessel shall not sail and the event will be held at the dockside during the hours scheduled for the charter without refund, as set forth under "DOCKAGE" above.

**17. NON-WAIVER:** Any failure by LMC to strictly enforce the terms of this agreement in the event of a breach by Charterer shall not be deemed a waiver with respect to a subsequent breach.

**18. SEVERABILITY:** In the event any provision of this agreement shall be declared by any Court of competent jurisdiction to be invalid, for any reason, then notwithstanding same, the remaining terms and conditions of this agreement shall remain in full force and effect to the same extent as if the invalid provision had not been incorporated.

**19. MISCELLANEOUS:** This agreement may not be cancelled or modified except upon the written consent of both parties hereto.

**20. ENTIRE AGREEMENT:** This agreement represents the entire agreement between the parties, any oral representations or understandings to the contrary notwithstanding. To be effective, any revision, alteration, or cancellation of the terms of this agreement requested by Charterer must be in writing and agreed to in writing by LMC.

**LAKE MURRAY CRUISES, LLC**

By: \_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Printed Name]

Date: \_\_\_\_\_

**CHARTERER**

By: \_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Printed Name]

Date: \_\_\_\_\_