



“The IDAHO” VESSEL CHARTER AGREEMENT AND TERMS

PO Box 1051 / 203 E Lake Street / McCall, ID 83638 / 208-634-5253 / info@mccalllakecruises.com

This Vessel Charter Agreement is made and entered into _____ (“Effective Date” / Signing Date) between _____ (“Lessee”) and McCall Lake Cruises (“The IDAHO”). Lessee and McCall Lake Cruises are also referred to as “party” and collectively as “parties”.

Name: _____

Address: _____

Phone Number: _____ Email: _____

Charter Date: _____ Departure Time: _____ # Hours: _____

Estimated Guest Count: _____ Pickup Location: _____

Event Type: _____ Catered By: _____

Bar: Hosted (paid for by Lessee) _____ Non-hosted (paid for by guests of Lessee) _____

Special Instructions: _____

Charter (minimum 2 hours).....	\$
Cleaning Fee (\$100 to \$200).....	\$
Standby & Ferry Fee (if applicable @ \$150/30 mins).....	\$
Gratuity (18%).....	\$
Fuel Surcharge.....	\$
Taxes and Fees.....	\$
Other.....	\$
Total.....	\$
Less Deposit.....	\$
Balance Due (30 days prior to Charter).....	\$

McCall Lake Cruises’ vessel “The IDAHO” has a maximum capacity of up to 85 guests. Life Jackets, full bar, and restrooms are available on board. **For an on board Wedding Ceremony, a minimum of 2 1/2 hours is suggested.** The heated enclosed interior area of the first level will accommodate up to 35 passengers for sit down dining, and up to 50 passengers for sitting & standing appetizer & cocktail events. The open upper deck is limited to 55 passengers at any one time. Included is a standard complement of interior/exterior tables & chairs, sound system, crew, and 110 volt power. McCall Lake Cruises (MLC) Dock is located lakeside behind the Yacht Club Building at 203 E Lake Street. Pickup-Dropoff at another Dock location on Payette Lake is certainly an option, Vessel Ferry Fees may apply. We require a minimum of 5 feet of water depth when docking. **Children must be under adult supervision at all times while on board!** We do not allow any outside beverages to be brought on board nor any type of smoking.

TERMS

SECURITY DEPOSIT, PAYMENT, AND CANCELLATION

- a. **A deposit equal to 30% of the total balance due is required upon execution of this Agreement in order to reserve the date and time of your Vessel Charter aboard "The IDAHO".** At 30 days prior to your Vessel Charter, your deposit is non-refundable.
- b. The remaining 70% of the Total Balance is due 30 days prior to the date of your Vessel Charter. If the Vessel Charter is canceled after this time period, the full 100% is non-refundable.
- c. Payment will be in the form of credit card only.
- d. If the deposit and/or payments are not received as scheduled, McCall Lake Cruises will not hold "The IDAHO" for your Vessel Charter.
- e. All deposits and payments will be returned in the event McCall Lake Cruises cancels the Vessel Charter due to unforeseen or uncontrollable circumstances. At any point during the Vessel Charter, to maintain and protect the safety of the passenger, crew and vessel, the Captain of the vessel has the authority to 1) discontinue the Vessel Charter due to unlawful, unsafe or inappropriate behavior aboard the vessel and/or 2) discontinue, close or refuse beverage service to any individual or group.
- f. The full payment of the bar, plus any additional items is due prior disembarking after the Vessel Charter.
- g. Licensee and McCall Lake Cruises have entered into a binding contract. McCall Lake Cruises is committed to providing its vessel, "The IDAHO" as specified in this Agreement. If the Licensee decides to cancel this Agreement you agree that McCall Lake Cruises will suffer damages. Such damages will result in McCall Lake Cruises' inability to offer the unused Vessel Charter to another group and/or the cost to McCall Lake Cruises of trying to re-book "The IDAHO". The exact amount of loss will be difficult to determine. Therefore, Licensee agrees that in the event of cancellation, it will pay the entire Licensee fee as described herein as liquidated damages. Provided that Licensee timely notified McCall Lake Cruises of the cancellation and timely pays the above liquidated damages, McCall Lake Cruises agrees not to seek additional damages relating to Licensee's cancellation.

CATERING & ALCOHOL

- a. A list of preferred caterers is available to you from our office. All catering shall be done exclusively by a licensed and insured caterer.
- b. Any caterer selected outside the preferred list must provide their license and insurance at least two weeks in advance from the Vessel Charter date. New Caterers must contact McCall Lake Cruises at least two weeks prior to the Vessel Charter to discuss various requirements on board The Idaho. It is strongly suggested they visit our facility prior to the Vessel Charter cruise as well. In general, no open flame such as candles, absolutely no propane gas, or intense heat sources may be used on the vessel. Crock Pots, Chafing dishes with gel packs, or Electric Cooking plates are okay, please advise a crew member prior to plugging into the on board power source. Due to additional wear & tear and additional clean-up labor, self catering for Vessel Charter cruises is subject to a \$200.00 non-refundable cleaning fee.
- c. **Absolutely no outside alcohol may be brought onboard "The IDAHO", as per State of Idaho Liquor Laws.** All beverages, including alcohol, must be purchased through McCall Lake Cruises onboard and served by onboard crew members only. The Captain & any crew member of the vessel has the authority at any time to discontinue, close or refuse bar/beverage sales to any individual or group to maintain the safety of the passengers, crew and/or vessel. No alcoholic beverages will be permitted to be taken off of the boat at any time. Should you wish to provide your favorite champagne or wine, you may drop it off at McCall Lake Cruises office at least one day prior to your Vessel Charter. There will be a \$20.00 to \$40.00 (depending on size of bottle) corkage fee per bottle. Charters requesting no alcoholic beverages are subject to an additional charge of \$300.00.

SET UP & DECORATING

A complimentary 30 minute period is generally available prior to the contracted time of departure for guest pre-boarding and/or decoration. Speak with McCall Lake Cruises staff about additional event prep time needs. Decorating is the responsibility of the Lessee. No decorations are allowed that leave any kind of residue or damage; this includes confetti, glitter, silly string, tacks, staples, and all types of tape or other items inside or outside the vessel. Any and all decorations may be subject to approval by MLC staff for the purpose of maintaining the condition and safety of the vessel. Simply put, please keep our vessel easily cleanable and Payette Lake clean & pristine. Following the Charter all decorations will be required to be removed in a timely safe manner.

COMPLIANCE WITH LAWS

McCall Lake Cruises and Lessee each agree to comply with all laws, rules, and regulations applicable to this Agreement or the performance of work hereunder. If either party is required to pay any fine or penalty resulting from the other party's violation of such laws, rules or regulations, the party who committed the direct violation shall immediately reimburse the other for any such payment.

NOISE

All musicians and/or DJs must cease playing upon returning to the dock or when instructed to do so by the Captain of the vessel. Volume levels may also be adjusted by the Captain of the vessel to prevent the disturbance of the lakeside residents and other lake users.

VENDOR EXPECTATIONS

It is the responsibility of the Lessee to communicate to all hired third party vendors the property policies of this Vessel Charter Agreement.

PROPERTY POLICIES

- a. Lessee is responsible for any policies that are not followed by guests of the Vessel Charter. **Smoking on board "The IDAHO" is not allowed.** We are a nonsmoking Vessel for the safety & comfort of other guests. You will be subject to a \$150.00 fine at our crews' discretion if you fail to obey our no smoking policy.
- b. There are no pets allowed on the McCall Lake Cruises property. If Lessee requests that a pet be allowed, McCall Lake Cruises must approve the request before the day of the Vessel Charter.
- c. If there is any defamation to property such as public urination, a \$150 fine will be assessed. If these violations of property policies are by guests of the Lessee, the charge will be to them. If not, the charge will be to the Lessee.
- d. Absolutely no weapons or firearms are allowed on McCall Lake Cruises property or vessels.
- e. Children must be under adult supervision at all times while on board.

FORCE MAJEURE

Except for the duty to make payments hereunder when due, and the indemnification provisions under this Agreement, neither McCall Lake Cruises nor Lessee shall be responsible to the other for any delay, damage, or failure caused by or occasioned by a Force Majeure Event. As used in this Agreement, "Force Majeure Event" shall mean: Any act of God, act of nature or the elements, terrorism, insurrection, revolution or civil strife, piracy, civil war or hostile action, labor strikes, acts of public enemies, federal or state laws, rules and regulations of any governmental authorities having jurisdiction over the premises, inability to procure material, equipment, or necessary labor in the open market, acute and unusual labor, material, or equipment shortages, or any other causes (except financial) beyond the control of either party. Delays due to any of the above causes shall not be deemed to be a breach or failure to perform under this Agreement. For avoidance of doubt, Force Majeure Events do not include the death of a family member. Neither McCall Lake Cruises nor Lessee shall be required against its will to adjust any labor or other similar dispute except in accordance with applicable law.

INDEMNITY

a. Lessee agrees to protect, defend, indemnify and hold harmless McCall Lake Cruises, its officers, directors, employees or their invitees, and any working interest owner or outside party for whom McCall Lake Cruises is obligated to perform services, from and against all claims, demands, and causes of action of every kind and character without limit arising out of Lessee's or its subcontractor's performance or nonperformance of this Agreement, except for such as may be caused by the negligence of McCall Lake Cruises, its agents or employees. Lessee's indemnity under this Section shall be without regard to and without any right to contribution from any insurance maintained by McCall Lake Cruises. If it is judicially determined that the monetary limits of the insurance required hereunder or of the indemnities voluntarily assumed in this Paragraph (which Lessee and McCall Lake Cruises hereby agree will be supported either by available liability insurance under which the insurer has no right of subrogation against the indemnities, or voluntarily self-insured, in part or whole) exceed the maximum limits permitted under applicable law, it is agreed that said insurance requirements or indemnities shall automatically be amended to conform to the maximum monetary limits permitted under such law. Lessee's Agreement to defend and indemnify McCall Lake Cruises includes, but is not limited to, any third party claim against McCall Lake Cruises that arises due to a claim that any product or service provided by Lessee to McCall Lake Cruises infringes any valid copyright, trademark, patent, or involves the misappropriation of a trade secret.

b. McCall Lake Cruises agrees to protect, defend, indemnify and hold harmless Lessee, its officers, directors, employees or their invitees, and any working interest owner or outside party for whom Lessee is obligated to perform services, from and against all claims, demands, and causes of action of every kind and character without limit arising out of McCall Lake Cruises' or its subcontractors' performance or nonperformance of this Agreement, except for such as may be caused by the negligence of Lessee, its agents or employees. McCall Lake Cruises's indemnity under this Section shall be without regard to and without any right to contribution from any insurance maintained by Lessee pursuant to Section 10 above. If it is judicially determined that the monetary limits of insurance required hereunder or of the indemnities voluntarily assumed under this Section (which Lessee and McCall Lake Cruises hereby agree will be supported either by available liability insurance, under which the insurer has no right of subrogation against the indemnities, or voluntarily self-insured, in part or whole) exceed the maximum limits permitted under applicable law, it is agreed that said insurance requirements or indemnities shall automatically be amended to conform to the maximum monetary limits permitted under such law.

c. Lessee waives any right to special, indirect and consequential damages against McCall Lake Cruises hereto.

NO WAIVER

No waiver by either party of any of the terms, provisions or conditions of this Agreement shall be effective unless the waiver is in writing and signed by an authorized representative of both parties.

ASSIGNMENT

This Agreement cannot be assigned by Lessee to another party without the express written consent of McCall Lake Cruises.

SEVERABILITY

In the event any provision of this Agreement is inconsistent with or contrary to any applicable law, rule, or regulation, the provision shall be deemed to be modified to the extent required to comply with the law, rule, or regulation, and this Agreement, as so modified, shall continue in full force and effect.

JURISDICTION; VENUE; WAIVER OF JURY TRIAL

This Agreement shall be governed, construed, and interpreted in accordance with the laws of the state of Idaho without regard to any choice of law provisions. Any claim or lawsuit arising from or relating to this Agreement shall be filed and maintained in a court of competent jurisdiction in Valley County, Idaho. To the extent allowed by law, the parties each waive their right to a jury trial for any matter arising from or relating to this Agreement.

ATTORNEY’S FEES

If any Party shall commence any action or proceeding against the other in order to enforce the provisions of this Agreement, or to recover damages as the result of the alleged breach of any of the provisions of this Agreement, the prevailing Party therein shall be entitled to recover all reasonable costs incurred in connection therewith against the Party commencing such action or the Party who has breached this Agreement, as the case may be, including reasonable attorneys' fees.

OTHER CONTRACTS

This Agreement shall supersede any other written Agreement between the partes. In the event that the terms of this agreement conflict with or are contrary to the terms of any other Agreement, contract, purchase order, or any other agreement, written or oral between the parties, the terms of this Agreement shall control. However, any other written agreements between the parties shall be fully effective and enforceable where they do not conflict with the terms of this Agreement.

McCall Lake Cruises

Name: _____

Signature: _____

Date: _____

Lessee

Name: _____

Signature: _____

Date: _____

**We look forward to being part of your special event aboard “The IDAHO” on beautiful Payette Lake.
Welcome Aboard!**