



PRIVATE CHARTER TERMS AND CONDITIONS

RESERVATION/CANCELLATION POLICY

A \$1,000.00 deposit is required upon signing this contract to reserve the desired charter date, time and duration. Prices and availability of the vessel are subject to change prior to receipt of the signed contract and deposit. In the case of cancellation, the initial contract deposit is non-transferable and non-refundable unless we can re-book the vessel for the same date, time and duration. If we can rebook the vessel, the deposit will be refundable minus a \$250.00 service fee. Final payment is due 30 days prior to the event date. If the contract is cancelled within 30 days of the event date, the full payment is non-transferable and non-refundable unless we can re-book the vessel for that same date, time and duration. If we can rebook the vessel, the full payment will be refundable minus a \$250.00 service fee. Any outstanding balances for additional services or fees made within 30 days of the event will be due 48 hours prior to the event date. Payments may be submitted by cash, check or credit card. Any payments made by credit card will incur a 3% convenience fee which will be added to the amount charged. In case of inclement weather, the Discovery vessel is climate controlled and enclosed. Should a severe weather condition develop, and the Captain or Coast Guard determines that conditions make it unsafe for the boat to leave the dock, the event will continue dockside. Should a mechanical issue develop, and the Captain determine the vessel to be unsafe to leave the dock, the event may continue dockside. Dockside events will be offered with a partial refund due to the absence of certain expenses involved with cruising. Discovery Cruises cannot be held responsible for extraordinary occurrences beyond our control which may interfere with your scheduled cruise. If we are required to totally cancel your charter prior to boarding, for any reason which is not your fault, and we are unable to accommodate a dockside event, all funds paid will be completely refunded.

***PASSENGER GUARANTEES**

It is essential that you keep your event planner informed of any significant fluctuations to your estimated contract guest count as these changes occur. Any increases in the estimated guest count need to be approved if they vary significantly from the contract. A guaranteed guest count is due 14 days prior to the event with a 10% allowable cancellation from that guarantee. A final guaranteed guest count will be required 48 hours prior to the event date. After that time there are no cancellations and no shows mean no refund.

SET UP

Complimentary set up time for your event will begin approximately one hour before your scheduled time of departure. Additional set up time in half hour increments is available to confirm at prevailing rates. Depending on the complexity of your event, it is recommended you take this into consideration at the time of booking to ensure availability. All decorating is the responsibility of the charterer unless otherwise specified in the contract. All equipment provided by Discovery Cruises will be itemized on your contract. All exterior decorating will be handled by our crew and must be approved of in advance (i.e. banners). Limitations apply. Coast Guard regulations do not allow flame candles or propane of any kind on the vessel. Battery operated candles are allowed. No decorations are allowed that leave any kind of residue, intensive cleaning or damage. This includes, but is not limited to, confetti, glitter, silly string, flower petals, rice, bubbles, glue, tacks, nails, staples and all types of tapes. This applies to interior and exterior parts of the vessel. All decorations are subject to approval by your event planner in advance (recommended) or the Captain during set up for the purpose of maintaining the condition and safety of the vessel, and to environmentally protect our beautiful bay from drop off décor. A list of your decorating ideas to your event planner would be a great way to avoid unexpected issues during set up. At the completion of the cruise, all decorations need to be removed in a timely and safe manner within the complimentary 30 minutes provided. Additional fees will be charged for any assistance required by our crew to "take down" your event decorations or vendor set ups in a timely manner or for any destruction caused to the vessel as a result of decorations or vendor usage. Because of this we suggest you make sure your vendors are informed of these time restrictions and terms. A list of vendors/guests/employees requesting early boarding for event setup must be provided in writing. Limitations as to the number of individuals allowed for pre-boarding apply. Guests will board approximately 15 minutes prior to departure and all individuals who pre-boarded for set up and are not staying for the cruise will be asked to disembark.

ALCOHOL

Discovery Cruises will provide any and all beverage service. Charter parties may choose a cash, host, partial host, ticket or package bar. A credit card on file (pre-authorized) is required for hosted bars and the balance of the bar plus an 18% liquor tax and gratuity will be charged to the credit card on file at the end of the cruise. Special requests for specific beverages can be accommodated based on availability. Please give your event planner a minimum of 30 days to try to accommodate such requests.

It is extremely important for us to maintain a level of alcohol moderation on our vessel. If there is need for concern, we will take appropriate action. Law prohibits alcohol consumption by persons under 21 years of age. Photo ID is required. The contract signatory shall ensure no underage drinking is allowed.

The Captain reserves the right to terminate the cruise if any minor is consuming alcohol or an adult is providing alcohol to a minor. The Captain and crew have the authority to discontinue, close or refuse bar sales to any individual or group to maintain the safety of the passengers, crew and vessel. Any misconduct that compromises the safety of the passengers, crew or vessel will result in immediate termination of the cruise. In the event of cruise termination, the contract signatory is responsible for all billable event fees. No refunds will be made. Under no circumstances are alcoholic beverages allowed to be brought on the vessel or taken off the vessel at any time due to State Liquor Laws.

CATERING COMPANIES

Charters utilizing an outside catering venue are subject to a \$250.00 cleaning fee. Discovery Cruises offers a list of preferred caterers because they are familiar with the logistics of the vessel and any limitations pertaining to food and beverage service. Caterers are in VERY high demand in Traverse City. We strongly recommend that if you will be utilizing a caterer for your event that you contact them in sync with booking your charter to ensure they are available for the same date and time. You are welcome to choose your own caterer for your event, however, we require that the catering company you select sends a representative to inspect the vessel, if they have not catered an event on the vessel in the past, to be better prepared for serving logistics and limitations. The vessel is different than a normal event venue and may not accommodate all types of catered events in the same customary fashions the caterer may be used to. An appointment for a site inspection with your caterer must be scheduled in advance. Discovery Cruises is not liable or responsible for the operations of any outside catering company as they pertain to your event, even while onboard the vessel. All caterers must provide proof of insurance. No food may be brought onboard from outside sources other than your caterer without approval from your event planner in advance.

ENTERTAINMENT

Your event planner must be advised of any entertainment venues that will be performing during your event. Any site inspections by an entertainment venue must be scheduled in advance. 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 bayside residents and other bay users.

PARKING/LOADING AND UNLOADING

General parking for your event is complimentary and located across the street from the vessel. During certain times of the day the parking can be somewhat limited so be sure to talk to your event planner about the number of vehicles anticipated for your event. We may ask that you encourage some guests to carpool. You will also need to advise your event planner if your group will be arriving via motorcoach so a large enough space can be reserved for the vehicle. Should you require a drive up to the vessel for temporary loading and unloading, there is room to park temporarily at the gangplank on the driveway entering Discovery Pier. Please also advise your event planner if this will be required.

GENERAL CONDITIONS

A list will be required of any vendors you have hired who will have any affiliation with the vessel such as loading/unloading, set up, participation during cruise, etc. Any vendors participating in your event should be made aware of the set up and take down times and any related terms of this contract. Discovery Cruises is not liable for any outside vendors terms and conditions or any breach of those terms and conditions by the contract signatory.

The Captain has complete authority aboard the vessel at all times. At any point during the cruise, to maintain and protect the safety of the passengers, crew and vessel, the Captain has the authority to discontinue the cruise due to unlawful, unsafe or inappropriate behavior aboard the vessel.

Children must be under adult supervision at all times while on board.

The vessel Discovery and its crew are regulated by Federal Law. Marijuana is a drug. It is illegal by Federal Law. Therefore, please do not bring marijuana aboard the vessel. We are required to notify the coast guard immediately if our crew believes a passenger has in their possession or is using marijuana aboard our vessel. If notified, the coast guard will board our vessel while underway or meet the vessel at the dock when we return and any parties involved with the possession or use of marijuana will be arrested by the coast guard on the spot. U.S.C.G. and Discovery Cruises has zero tolerance for drugs of any kind onboard the vessel. ANY reports from our crew of ANY drug usage by ANY member of your charter party equals termination of charter with no refunds.

In accordance with the federal Americans with Disability Act (ADA) and Michigan law, people with disabilities may bring their licensed service animals. The ADA and Michigan law defines a service animal as a dog that is individually trained to perform tasks or do work for the benefit of a person with a disability. The tasks or work the animal does must be directly related to the person's disability. The ADA and Michigan law do not recognize emotional support animals as service animals, therefore, we do not allow emotional support animals or pets on our cruises. We may ask if the animal is required because of a disability and what work or task the animal has been trained to perform. No personal pets are allowed.

Prior to cruising, the Captain of the vessel will give a safety and security speech. We kindly ask that you listen carefully and if you have any questions or concerns at any time during your cruise, that you contact one of our uniformed deck crew.

For the safety of all concerned, we reserve the right to search any passenger boarding our vessel. All bags and/or carry on containers are subject to inspection.

Discovery Cruises does not permit open carry by customers. Our normal boarding procedure does not require us to search or ask any passenger if they are carrying a weapon, however, we do reserve the right to do so. If a handgun or any other weapon is revealed, whether by question or search, we will ask that a permit to carry be presented. If they do not have a permit to carry, they will need to return their weapon to their vehicle prior to boarding the vessel.

Some examples of prohibited weapons include:

- Firearms (pistols, revolvers, shotguns, rifles, airsoft or bb guns)
- Knives (switchblades, gravity knives or any knife with a blade longer than 3 inches)
- Metal Knuckles
- Tasers

Unattended items left on the premises or on the vessel will be removed immediately. Facility and vessel are monitored at all times via C.C.T.V.

PHOTO RELEASE

Discovery Cruises and its designated assignees have the right to interview, photograph or video any persons on premises. By entering our venue and/or confirming a reservation for a cruise, you give your consent for the release, publication, exhibition or reproduction of the above mentioned interviews, photographs, audio and/or video recordings for use in promotional materials including, but not limited to, print, radio, television, and online advertisements, web casts, social media channels, trade or vendor shows, Discovery Cruises website and blog, or any other purpose deemed necessary by the Discovery Cruises management and its assignees for your entire party.

ACCESSIBILITY

Please contact our office staff for specific questions regarding accessibility on our vessel or to let us know in advance if you or a guest has any special boarding needs. Under Federal law and due to special marine safety construction guidelines, USCG-regulated small vessels are not subject to land-based architectural configuration requirements. Although we do our best to accommodate those with special mobility needs consistent with our vessel capabilities, staffing and docking space, we can do a better job with advance notice. For safety reasons motorized scooters cannot be accommodated.

GENERAL LIABILITY

The contract signatory is responsible for preserving order among their members/guests and preventing damage from occurring to the Discovery vessel and its equipment by fault of the member/guests. This person hereby agrees to be responsible for any cost or expense incurred by Discovery Cruises as a result of damage to the vessel or its equipment inflicted by members/guests.

You understand and know that hazards exist during boating, including without limitation slipping or falling on stairs or on decks, getting on and off the boat, weather, waves, exposure to the elements, acts of God, collisions with boats, dock walls or other objects, and suffering any type of accident or illness without easy access to medical facilities among many other perils of the great lakes. These and other similar risks may result in injury, illness or death. By participating on a Discovery Cruises boat tour, you expressly assume all risk of injury, death or damage arising as a result of such hazards on behalf of yourself and your guests.

Should Discovery Cruises provide food for your event, every effort will be made to instruct our staff and our catering partners on the severity of a food allergy. Because of the number of meals and items served and the number of items used, along with food product changes from food vendors, it cannot be

guaranteed that every allergen in the food served will be identified and labeled. Customers concerned with food allergies must be aware of this risk. Discovery Cruises and our catering partners cannot assume liability for adverse reactions to food consumed, or items one may come in contact with while eating onboard our vessel. Guests with life threatening food allergies who may need to use an epi-pen should be carrying their own. Discovery Cruises staff are not trained to administer epi-pens and cannot provide or administer them.

HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

Discovery Cruises shall not be liable for any claim, loss, injury, damage or expense, either with respect to person or property, sustained by contract signatory or by any of their employees, agents, invitees and guests due to the use of Discovery Cruises facilities or arising from any acts of negligence or the negligence of any employees, agents, invitees or guests of yours. It is agreed and understood that you hereby expressly release and discharge Discovery Cruises and its owners, parent company, officers, directors, employees and agents from any and all demands, claims and actions arising out of any such causes. Moreover, it is agreed and understood that you shall defend, indemnify and hold harmless Discovery Cruises and its owners, parent company, officers, directors, employees and agents from and against any and all claims, demands, actions, losses, costs, damages and expenses (including, without limitation, all attorney's fees) or any cause or action occasioned by or arising out of any accident or other occurrence whatsoever causing or inflicting injury and/or damage to any person or property and/or occurring in, upon or about the facilities due directly or indirectly to your use of the facilities. This obligation of yours to protect, indemnify and hold harmless Discovery Cruises shall include the obligation to pay all expenses incurred by Discovery Cruises in defending any of such claims, including all attorney's fees. Signer of this contract is responsible for all guests & communicating all rules of this contract.