

## Charter Terms and Conditions

This Charter Agreement ("Agreement") is entered into between \_\_\_\_\_ (Charterer) and Chicago Sailboat Charters (CSC). Charterer agrees to the below terms.

### COVID-19 and any mutations or variants, and other illness:

**Known Situation:** Covid-19 and any of its mutations and variants are known, as are the symptoms, effects, contagiousness, and ability to mutate. By making a reservation you are agreeing that you understand and agree to all the below terms including cancellation policy and restrictions of symptomatic guests. Should you be concerned that you may be adversely affected by the below terms, do not make a reservation.

**Cancellation:** The **normal cancellation policies will apply** if your group or part of your group cannot attend due to illness, travel restrictions, are turned away at time of charter due to obvious symptoms displayed, or any reason that is or is not Covid-19 related. Reductions in group size due to any of the above reasons will not result in reduced pricing.

There were NO masks requirements at the time this document was written. In 2020 and 2021, the most stringent mask requirements were such that when you were moving about, you were to wear a mask, but not while stationary, and all of our guests enjoyed their charters. We do not know if there will be any future requirements (at this time it is not anticipated), but by making a reservation you are agreeing that you understand your charter will be subject to whatever mask restrictions are in place at the time of your charter.

### Acknowledgement of Covid-19 statement and terms:

Charterer \_\_\_\_\_

**Location:** You are responsible for coming to the correct location for your reservation. The location will be supplied to you in your confirmation email. We have multiple locations, so it is important that you follow the directions provided to you. There can be no monetary or rescheduling consideration made should you arrive late or at the wrong location.

**Bareboat:** This is a bareboat charter as defined by the USCG, and Charterer is being given full possession and control of the vessel. Though a list of pre-vetted qualified captains to choose from may have been supplied, no captain was assigned by CSC. Charterer understands that they have the right to hire any captain who meets the qualifications (USCG OUPV or better with great lake endorsement or better, member random drug test program, passed CSC checkout), and may dismiss the captain in favor of another captain, so long as the vessel always has a captain meeting the requirements during the time of the charter (at no point may the vessel be without a captain meeting the requirements during the charter). All fees are being paid by Charterer and only the Charterer, directly via cash and/or credit card payments, and Charterer has not required that any guest provide any consideration to participate. The owner has liability insurance for the vessel, and Charterer is not required to purchase any additional insurance but may do so if they wish. Charterer understands that they are responsible for any damage that Charterer or their guests may negligently cause. Charterer understands that the vessel is to be examined upon delivery and return by the CSC or their representative. The costs, date and times of this charter, fuel costs, purchased provisions, are specified in the confirmation email, said email to be considered a part of this agreement.

**Service from your hired Captain and any Crew (and gratuity):** Your hired captains are looking to please you (to maximize gratuity of course), so talk to them with any concerns. Captain/crew cannot be assigned by CSC, as indicated above. CSC is not responsible for their service and cannot be accountable for their service. CSC cannot legally direct your hired captain or crew member's actions on a bareboat charter. The captain/crew are working for Charterer, hired by Charterer (you), and should honor any reasonable boating request that does not seem unsafe, illegal, or improper.

**Service:** CSC is responsible for providing a functioning boat in good condition. Charterer will have hired the Captain/crew directly, not through CSC, to handle all aspects of service including preparing the boat prior to arrival, and to cleanup after the charter. Charterer agrees that if a service issue comes up, it can be brought to the attention of **Captain/crew** so it can be addressed by the captain, but CSC cannot do anything about it. Any sub-par service must be dealt with through your hired captain as this is nothing CSC has control over. Charterer acknowledges that no rate changes, discounts, or credits can legally be made for bareboat charter service issues with your hired Captain/crew.

**Sailboat Charters - Sailing vs. Motoring:** There are times on sailboat charters when sailing is not possible or not reasonable (e.g. very low winds, or on the way back to the harbor with winds not in an agreeable direction to sail and return in a time). If the captain is motoring and Charterer or one of their guests believe that the captain could be sailing, Charterer agrees that it is their

responsibility to ask Captain immediately, and that CSC cannot make rate adjustments for issues out of its control, nor control your hired captain. Your hired captains are looking to please you (to maximize gratuity of course), so talk to them with any concerns.

**Authorization and Charge of Charterer's DEBIT or CREDIT card:** CSC will charge a deposit at the time a booking is made, and then no more than 14 days in advance of the charter CSC will use the same card to charge the full balance of the charter due to CSC. Charterer agrees to allow card to be charged for all balances and any scheduled or incurred fees. Payment to your hired captain may only be made directly to the hired captain and cannot be made through CSC under any circumstances. *Due to USCG regulations, only the charterer may pay the deposit and balance of the charter due to CSC, therefore alternate cards cannot be accepted from other parties.*

**Guests Traveling Longer Distances:** It is possible to arrive at the harbor and either have a weather system that does not pass as expected, or a new system appears, that could cause the delay or cancellation of the charter. Since charters are not cancelled in advance of sail time due to the dynamic nature of the weather (regardless of hourly forecast), and cancellations are made based on current radar and marine conditions at the time of the charter. It is suggested that guests travelling from further distances have a plan B should the charter be cancelled. Cancellations cannot be made based on how far you travel to reach your boat, so please plan on arriving on time and having a backup plan should the charter be cancelled at sail time.

**Change Fees:** If CSC cancels your charter (not if Charterer cancels, but if CSC cancels), there is no charge, your deposit is refunded, and there is no future obligation. All cancellations, rescheduling of date and/or times, changing group size or boat class, are considered **changes** and will incur change fees which cannot be waived. **All change fees** are the **greater** of the below listed percentage of the full charter cost, or their listed minimum. Change fees cannot be waived regardless of circumstance.

**Special events** (\*see dates below) have **double** the change/cancel fee and double the minimums.

**Change fees for Changes or Cancellations for Charters are (not to exceed cost of charter):**

\$100 – for cancellations at least 14 full days in advance of scheduled charter (\$200 for special events)

15% (\$100 minimum) – for cancels/changes at least 10 full days in advance of scheduled charter (30% for special events)

30% (\$250 minimum) – for cancels/changes at least 7 full days in advance of scheduled charter (60% for special events)

50% (\$250 minimum) – for cancels/changes at least 72 hours in advance of scheduled charter (100% for special events)

75% (\$400 minimum) – for cancels/changes at least 4 hours in advance of scheduled charter (100% for special events)

100% – for cancels/changes less than 4 hours in advance of scheduled charter, or no shows

**\*Special events** (2024: July 3-6 any time, July 27 daytime, and Aug 16-18 daytime), have **double** the cancellation/change fees listed above (but shall not exceed the full cost of the scheduled charter), and are subject to a **minimum** cancellation fee of \$200 even if more than 14 days in advance.

**The captain** retained by you for your bareboat may also have cancellation fees for their service. Any cancellation charges from your hired captain are between you and them, CSC cannot get involved.

**Weather Policy:** In general, charters are not cancelled in advance of charter time regardless of advance or hourly forecast due to the dynamic nature of the weather. Should CSC cancel your charter, there is of course no charge for the time you were waiting. At the time of the charter, CSC will decide if your charter will be cancelled or delayed due to current conditions and approaching systems. CSC will use the current and predictive radar, as well as the marine forecast and conditions to determine if we will sail. While the weather forecast may say there is a high chance of rain (even on an hourly basis), this is very broad and may not affect the time of your charter or the area where you may sail. CSC does not cancel charters for scattered showers but does cancel for persistent rain. CSC will not allow a charter to begin during an electrical storm or other severe conditions as CSC sees fit, or if CSC believes that such approaching conditions will be unavoidable during a charter by altering course or returning to harbor. You will be notified the moment the decision is made if CSC determines that the charter should be delayed or cancelled, but this decision may sometimes not be made until departure time. If a charter has not been delayed or cancelled, and you do not show for your charter when conditions do allow for a reasonable sail (scattered showers or less), this will be considered a no-show and the no-show fee will apply. Charters delayed due to weather will still have the full duration of the sail should the weather conditions allow. Example: If your charter is scheduled from 9am-12pm and it stops raining at 9:45am and looks like it will stay mostly clear, CSC would consider 9:45am-12:45pm the start and end times of the charter, and charge for the full 3-hour duration. Special Events and reservations longer than the standard 3-hour charter, may not be cancelled by CSC even if CSC anticipates some more inclement conditions for some short periods that are not expected to persist. Charters on Air

Show Fri-Sun between 9am and 5pm will not be cancelled for showers if planes are still flying (but will be delayed for electrical storms). For all charters, CSC reserves the right to cancel charters if CSC believes that the conditions are not suitable, even if Charterer and the captain believe they are. If Chicago Sailboat Charters cancels the charter (not if Charterer cancels or no show), payments will be refunded and there is no future obligation.

**Delays:** On very rare occasions, unforeseen events (e.g., changing weather, unexpected maintenance needs, legal authority delays, etc.) may cause CSC to delay your charter for up to 1 hour. If your charter is delayed more than 1 hour, it will be considered cancelled. CSC will only weather delay your charter if CSC believes conditions will clear to scattered showers or less and allow you to sail within that hour. If you choose not to wait for the possible start of a delayed charter and conditions do allow a sail within 1 hour, this will be considered a no-show and the full fee will be charged. Late returns are a disclosed and known possibility, and no discounts or rescheduling will apply for late returns. Delayed charters are considered to begin once conditions allow a sail. We suggest that all guests come to the harbor and get their party started inside the chartered boat (free of charge while on delay) if their charter is delayed, so that they may depart as soon as conditions allow, and do not miss any part of their chartered time.

**Partial Charters:** Partial charters are charters which are shortened due to current or expected inclement conditions, mechanical issues, legal authorities, or circumstances beyond our control. Our goal is for every charter to be a perfect charter, but sometimes safety and comfort force us to shorten a charter. Partial charters are charged a prorated fee.

**Waves:** Waves and strong winds are sometimes a part of boating. CSC will take into consideration current conditions, trends, and forecasts to decide if it is safe and reasonable to sail. Though it is not common, if anyone is prone to or are worried about motion sickness or sea sickness, you are advised not to get on a boat, as it is often not possible to return to dock quickly due to seasickness discomfort / illness due to the distance from the harbor the boat may be at any given time. No pro-rations can be made for returning part or all of your group to the dock for motion sickness if the constant waves observed 1 mile offshore are less than 4' (not waves forecast, because that is a forecast, for up to 5 miles offshore). In some cases, it may be advantageous to spend some of your charter in more wave protected areas (such as South of Montrose Point, or behind the offshore break wall around Navy Pier and Monroe Harbor which is roughly  $\frac{3}{4}$  - 1 mile offshore. Charters departing from Belmont may have departure change to DuSable or Monroe to more easily sail in protected areas. Charters will not be cancelled if such protected sailing is comfortable. Charters leaving from Belmont Harbor for scheduled airshow times will depart from Monroe Harbor if waves are too big to sail from Belmont Harbor.

**Alcohol:** Charterer may bring alcoholic beverages (please avoid glass), but legally, any guest consuming alcohol must be at least 21, and guests assume legal consequences due to illegal drinking of alcohol. Should any member of the group show up intoxicated, CSC reserves the right to deny service. Should your hired captain return your group to the harbor due to intoxication (which most captains will if they feel there is a safety concern), CSC cannot control this and there are no refunds. No rescheduling will be available, and no discounts or refunds will be issued for charters shortened or cancelled due to intoxicated guests. It's nice to enjoy a few drinks while on a boat, but intoxicated individuals create unsafe and uncomfortable conditions for all. Everyone should have a safe, fun, enjoyable, and memorable outing.

**NO Smoking:** Smoking is not allowed on board.

**Children:** Charterer agrees that they have provided reasonably accurate numbers and ages of children to be aboard. Changes in number or ages of children to be aboard must be approved by CSC for safety and legal compliance reasons. Should information provided not be accurate, CSC and captain each reserve the right to cancel your charter if either feels that the change in ages and numbers of children raise safety concerns. Cancellations due to providing inaccurate information about number and ages of children will be charged in full and no rescheduling will be possible.

**Illegal Substances:** Under NO circumstances are illegal substances permitted on board. Any passenger bringing illegal substances on board will be held responsible for all damages and costs that may be incurred by CSC due to such action, including but not limited to: entire cost of vessel due to confiscation by authorities, loss of income due to vessel down time, liability for injuries, legal fees incurred by all parties. Captains are bound by U.S. Coast Guard Rules to immediately report all possession of illegal substances to authorities, who will meet you at the harbor or even board on the water to take further action. All captains are bound by U.S. Coast Guard Rules and their oath to immediately report all possession of illegal substances to authorities, who will meet you at the harbor or even board you on the water to take further action.

**Swimming:** Swimming is at swimmer's own risk. Charterer must tell CSC in advance of charter if they plan to swim. Any captain has the right to not allow swimming based on conditions and the situation or if not alerted in advance of charter of swimming plans. Swimming is only permitted during full daylight hours by prudent captains. Should Charterer decide to go swimming, they acknowledge that they assume all risks. Any adult that gives a minor in his/her care permission to swim is solely responsible for the safety of said minor. Strict adherence to the captain's guidelines must be followed or your charter may be ended early with no refund. Captains don't mess around when it comes to safety. We suggest that if the group plan to swim, that the minimum duration reservation should be 3.5 hours for sailboats, and 3 hours for power boats.

**Inappropriate Behavior:** Should passenger actions or behavior make your hired captain feel that safety is compromised, other guests are made to feel uncomfortable, or that they are unable to focus on piloting the boat and maintaining safe conditions, and the captain returns early due to this type of circumstance, no refunds, discounts, or credits will be issued.

**Restricted Items:** Glass (except for wine/champagne bottles) are strongly discouraged. Dark liquids and sauces are strongly discouraged (e.g. red wine, tomato sauces, grape juice, etc.) as charterer is responsible for the repair/replacement cost for all damages/stains from these items, and such stain repair cost can run from a few hundred to thousands of dollars as affected areas of gelcoat may need to be sanded off, repaired, and refinished.

**Damages / Cleanup:** Charterer is responsible for damage that is *negligently* caused by charterer or charterer's group, or for excessive cleanup. Full cleanup is expected after a charter (most hired captains will handle this so you should confirm with them if you expect them to do so). Excessive messes caused by inappropriate behavior (ignoring captain's directions, throwing food/drinks, etc., spilling or breaking of restricted items) that are not cleaned, may cause a \$50 to \$100 cleanup fee based on the extent of the cleanup required, plus the cost of any damages. Though it is not under anyone's control if they get sick or not, it is usually under control where they do it if they need to do so. Guests should notify the captain should they begin to feel ill, and that in the rare case when someone does get sick it is advised that nobody should do so inside any part of the boat below. This should be done overboard, and not even in the bathroom as this can cause the toilet to stop functioning. If you need get ill, the captain or crew member will help you safely do so overboard. There can be a \$75 cleanup fee for vomiting in the toilet, and \$150 cleanup fee plus any damages for doing so anywhere else down below. The small number of guests who have been ill, are usually courteous enough to follow the captain's directions.

**Credit/Debit Cards: Fees, Arbitration, and Chargebacks:** Charterer agrees that the credit card supplied to CSC may be used to charge any balances and any additional fees incurred during the charter. Charterer also agrees to first make every effort to contact CSC if Charterer believes that there is an incorrect or unreasonable charge. Charterer further agrees that should the issue remain unresolved for more than 10 days, arbitration will be the sole remedy (see "Agreement" below), and agrees not attempt to seek any remedy through Charterer's credit/debit card issuer or any other chargeback method. Any and all expenses incurred by CSC due to the violation of this agreement will be the responsibility of the charterer.

**Confirmation email and texts:** The confirmation email sent by CSC to charterer contains the complete pricing, deposit, time, date, and vessel type information, and is part of this agreement. You agree that CSC is also allowed to send you text messages with contact info and directions for your charter.

**Agreement:** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. The parties consent to exclusive jurisdiction and venue in the federal and state courts in Cook County, Illinois. Any dispute, action, dispute, interpretation, or claim shall be resolved via arbitration and shall be the sole and exclusive procedures for the resolution of any such disputes. The arbitration shall take place in Chicago, Illinois. Arbitration expenses will be shared by the parties. Expenses (legal, travel, incidental, etc.) shall be apportioned by the arbitrator to each party. Arbitration proceedings will be governed by the Rules of the American Arbitration Association. If any provision of this Agreement shall be found invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to reasonably affect the intent of the parties. This Agreement and Amendments, constitutes the entire understanding and agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written, or oral. Delivery of an executed Agreement and Amendments by facsimile, PDF, E-mail, e-signature or any other reliable means shall be deemed to be as effective for all purposes as delivery of a manually executed agreement. Both parties agree that all electronic communications, a reliable identification term, "Agree" or "Accepted", contained in an electronic document is sufficient to verify your acceptance and is the equivalent of your signature to this agreement.

**Full Disclosure of Terms:** I agree that I have had ample opportunity to review all the above terms and conditions, been made aware of all cancellation/change fees, been made aware of the fact that charters are not cancelled until sail time and may be delayed up to 1 hour without cancellation, notified of potential cleanup fees, and all other terms listed above. By signing or e-signing this agreement I agree to all above terms and conditions.

**Date of Charter:**\_\_\_\_\_

**Signed:**\_\_\_\_\_ **Charterer:**\_\_\_\_\_ **Date:**\_\_\_\_\_