

## Terms – BIG BOAT

This Charter Agreement ("Agreement") is entered into between \_\_\_\_\_ (Charterer) and Chicago Big Boat Rentals, LLC. (CBBR) 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 \_\_\_\_\_

**PICKUP / DROPOFF location:** Our preferred location is our Monroe Harbor Wall location. As of the time of this document, the lake level is not expected to exceed a level that would prohibit us from using Monroe. In the unlikely event that the lake level changes substantially from the current level, Monroe may be unusable for shoreline pickup due the water level, which creates an unsafe situation for docking and boarding. **Charters will not be cancelled if the Monroe location is unusable, but will proceed from 31<sup>st</sup> Street, with the same time frame as scheduled.** In some circumstances, river boarding locations may be used if available, but there are fees charged by the dock owners and this option can also introduce substantial time constraints. If Monroe becomes unusable, we will notify you at least 7 days in advance, and plan for departure from 31<sup>st</sup> Street.

**Charges on your DEBIT or CREDIT card:** Chicago Sailboat Charters (CBBR) will charge the deposit on your card at the time you make a booking, and then the balance due will be charged to the same card no more than 30 days prior to the charter. Charterer agrees to allow card to be charged for all balances and any scheduled or incurred fees. The charterer will be required to present the credit card used for payment, along with matching government issued ID, at the time of the charter. Should that card used not be available at the time of the charter, cash or a chip credit card with matching ID must be used to make payment in full for the entire charter in person at the time of the charter.

**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 who choose to make/keep a reservation after being informed of the above possibilities, 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 Big Boat Charters are, the greater of \$300 or:**

\$300 – 30 full days or more in advance of scheduled charter (\$600 for special events)

30% (\$500 minimum) – for cancels/changes at least 14 full days or more in advance of scheduled charter (60% for special events)

50% – for cancels/changes at least 7 full days or more in advance of scheduled charter (100% for special events)

75% – for cancels/changes at least 72 hours or more in advance of scheduled charter (100% for special events)

100% – for cancels/changes less than 72 hours in advance, or no-show

**\*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 30% even if more than 30 days in advance.

**Weather Policy:** CBBR will decide if your charter will be cancelled or delayed due to current conditions and approaching systems using the current and predictive radar, as well as the marine forecast and actual observations for the intended/probable area of charter. Charters do go out in some scattered showers (feel free to take cover during showers), but not persistent rain. We will not begin a charter during an electrical storm, moderate rain, or if we believe that such approaching conditions will be unavoidable during a charter by altering course or returning to harbor. We ask you to think of it like a ballgame, a little rain during a couple innings, or a delay or early end, does not ruin the whole game. If we are delayed by conditions (1 hour maximum before cancelling), we ask you to come aboard and start the party (at no charge while at dock), while we watch conditions and radar to see when/if it will clear. This decision will be made by CBBR as early as we are certain, and you will be notified immediately if we determine that the charter should be delayed or cancelled. In general, charters are not cancelled in advance of charter time unless we are certain that we will not charter based on the above criteria. While the weather forecast (advance or even hourly) may say there is a high chance of rain, this is very broad and may not affect the time of your charter or the area where your captain may navigate or could only result in a delay of your charter. If you do not show and conditions do allow for a charter, this will be considered a no-show and the full fee will apply (sorry, we just do not want to be left standing on the dock with an empty boat that could be out on the water for a good time).

Special Events and reservations longer than 3 hours may have some time on the water during longer inclement conditions if it is believed that the conditions will not persist. Charters on Fri-Sun of Air Show weekend will not be cancelled for showers if planes are still flying (but will be delayed for electrical storms).

**Charterer Responsibility to report concerns immediately:** CBBR staff does absolutely everything we can to make sure you have the best charter possible, and staff is continually observing ongoing charters to look for any possible issues that need to be corrected. It is the charterer's responsibility to immediately let the staff on board know of any issue they consider to be sub-standard so that it can be addressed. Nothing can be done after a charter to address an issue that occurred earlier, but we will make every effort to correct any issue brought to our attention. No matter what the concern, it must be presented to the captain or a crew member promptly upon discover for it to be addressed and documented. If your issue is not promptly resolved by the captain/crew, please call our office and speak with us or leave a message.

**Delays:** On very rare occasions, unforeseen events (e.g., changing weather, unexpected maintenance needs, legal authority delays, etc.) may cause CBBR to delay your charter for up to 1 hour. If your charter is delayed more than 1 hour, it will be considered cancelled. CBBR will only weather delay your charter if CBBR believes conditions will clear to scattered showers or less and allow you to sail within that hour. Since charters may be delayed up to 1 hour, please only make a reservation if you are able to return up to 1 hour later than the scheduled return time, as the charter will continue for the full duration if conditions allow. 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 sails 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 sail is delayed, so that they may depart as soon as conditions allow, and do not miss any part of their chartered time.

charged.

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

**Waves:** Waves and strong wind are sometimes a part of boating. The captain will take into consideration current conditions, trends, and forecasts, to decide if it is safe and reasonable to cruise. Though it is not common, if you are prone to or are worried about motion sickness or sea sickness, please do not book a charter, as it is often logistically impossible for charters to return early due to seasickness discomfort or illness, due to the distance from the harbor you may be at any given time. Big Boat operates in wave protected areas (the river and behind the offshore break wall), so charters will not be cancelled due to the size of offshore waves.

**Alcohol:** You may bring alcoholic beverages (please avoid glass), or have alcoholic beverages arranged to be on board for you. All alcohol will be served by CBBR staff. Any passenger consuming alcohol must be at least 21, and passengers assume legal consequences due to illegal drinking of alcohol. Should anyone in your group become intoxicated, or show up intoxicated, the captain reserves the right to deny service, return the offending individual(s) to shore at the nearest harbor, or turn the individual(s) over to the authorities while still underway. No rescheduling will be available, and no refunds will be issued for charters shortened or cancelled due to intoxicated guests. It's nice to enjoy a few drinks while out on your cruise, but intoxicated individuals create unsafe and uncomfortable conditions for all. We want everyone to have a fun, enjoyable, and memorable cruise.

**Beverage Packages:** Should an optional beverage package be chosen, all beverage packages are sold by and arranged through Chicago Big Boat Rentals LLC (CBBR). CBBR will provide an agreement for signature, and payment for the number of passengers reserved on the charter is due 10 days in advance of the charter. Alcoholic drinks will only be supplied to adults 21 and over on board, while only soft drinks and water will be provided to passengers under the age of 21 when there is a beverage package.

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

**Children:** We must know the number and ages of children that will be on your cruise, so we can be prepared to have the required safety equipment in the required space, as it is often necessary to change safety equipment inventory and placement depending on the number of children. Failure to let CBBR know the number and ages of children in advance may preclude children from boarding. We also need to make sure that there is a reasonable number of adults for the number of children on board. In general, there should be at least 1 adult for every 2 children under 12, and an additional adult for every 6 children between 12 and 17. For these purposes, an adult is defined as anyone 18 and over. If you think your group may not fit the guidelines, please contact us so we can examine the overall situation.

**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 that may be caused by such action, including but not limited to: all logistical and property costs of vessel confiscation by authorities, loss of income due to vessel down time, liability for injuries, legal fees incurred by all parties, etc. Our captains are bound by U.S. Coast Guard rules to immediately report all possession of illegal substances to authorities, who will meet us at the harbor or even board us on the water to take further action.

**Swimming:** Swimming is at your own risk. Everyone on board (regardless of if they will swim or not) will sign a separate swimming waiver if there is to be any swimming at all by anyone in your group. Please tell us when you book your charter if you think you may want to swim. The captain reserves the right to not allow swimming based on conditions and the situation, and swimming is only permitted during full daylight hours. Should you decide to go swimming, you acknowledge that you 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. At least one adult guest must be in the water per child in the water. Strict adherence to the captain's guidelines must be followed or your charter may be ended early with no refund. We do not mess around when it comes to safety.

**Inappropriate Behavior:** Should passenger actions or behavior make the crew 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, the captain reserves the right to deny service and/or return the offending individual(s) to the nearest harbor or to the authorities while underway. No refunds will be issued.

**Restricted Items:** Glass (except for bottles kept at the bar and handled only by the bartender/server) is not allowed on deck. We have boat safe cups for bottled beer and champagne/white wine. Dark liquids and sauces are not permitted (e.g. red wine, tomato sauces, grape juice, etc.). Illegal substances are not allowed.

**Website/software:** We make every effort to assure that our website is clear and accurate, but we are only human. CBBR will correct issues (as they are found or reported), but is not bound to any rates, pricing, or scheduling, that is a result of errors, omissions, hacking or other malicious actions, or software problems on this or any other website used to determine pricing, rates, or scheduling. Emailed confirmations are also subject to review/cancellation for large errors.

**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 departure 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:** \_\_\_\_\_

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