



Erie Canal Cruise Lines
P.O. Box 285
Cape Vincent, NY 13618
800-962-1771
www.canalcruises.com

ONLINE UNIFORM TERMS AND CONDITIONS OF HIRE CONTRACT

(Print) Hirer: _____

Home Ph: _____ Cell Ph: _____

Charter Route From: _____

To: _____

Date Charter begins: _____ Time: 1 p.m.

Date Charter Ends: _____ Time: 9 a.m.

Our paramount interest is to ensure you enjoy your vacation from start to finish. Please read the following terms and conditions of hire as your signature on this form confirms acceptance of them, without exception, on behalf of yourself, your family and guests. The "Company" is **Erie Canal Cruise Lines or assigns**, the "Hirer" is the person who signs this contract, and/or any member of his party or guests, and the "Boat" is the boat which has been allocated to the Hirer by the Company. This contract supersedes all previous issues.

1. RESERVATION

A Boat is not reserved, and no contract shall exist until this completed and signed contract together with the initial payment have been received by the Company, and a Reservation Confirmation is issued by the Company.

2. FARE

Fifty percent of the current year fare is due to reserve a boat. Business or personal checks or cash are accepted. The balance must be received by the company sixty days prior to departure date. The Reservation Confirmation is the only payment reminder. If payment is not received 60 days prior to departure date the Company reserves the right to cancel the reservation without refund or further obligation to Hirer. Late payment or returned check fee is \$50.

3. DAMAGE & SECURITY DEPOSIT

The \$500.00 damage and security deposit is due 60 days prior to departure. All or part of this sum may be retained by the Company if the Boat is returned dirty, late or has been damaged in any way, or any of its equipment is lost, stolen or damaged. Hirer is responsible for immediate payment for any damages over \$500.00 caused by Hirer's negligence or accident including but not limited to careless boat handling, abuse of equipment, or damage due to excessive speed. Damage and security deposit in the event Hirer damages the chartered vessel.

4. CHARTER INSURANCE

Insurance coverage is for \$100 per charter. Charter insurance to provide liability coverage for damages done by the Hirer to other people, boats, or property.

5. CANCELLATION

To cancel a reservation Hirer must notify the Company in writing. If the cancellation is received more than 91 days before the departure date, Hirer forfeits 15% of the fare. If received 45 to

90 days before the departure date, Hirer forfeits 50% of the fare. If received 44 days or less Hirer is responsible to pay 100% of the fare.

6. HIRE PERIOD

Unless otherwise agreed to in writing by the Company, reservations are for the period, date, time and place of departure stated on the Reservation Confirmation. The Boat must be cleaned and vacated by 9:00 a.m. or fees will be assessed.

7. ARRIVAL / RETURN

The Company reserves the right to assess a fee for Hirer's late arrival or late return of the Boat. The Boat must be returned in clean condition and vacated at the agreed time and place.

8. ACCEPTANCE OF BOAT

Upon arrival the Hirer shall physically verify the inventory and satisfy himself all ship's systems are complete and in proper working order and accept responsibility for the boat, its equipment and condition. Any and all exceptions shall be noted and initialed by the Hirer and the Company prior to departure. The Hirer shall familiarize himself with charts, cruising guides, and Ship's manual prior to departure.

9. ORIENTATION

The Hirer must receive orientation and sign the Orientation Sheet prior to departure. Personalized boat handling instruction is \$100 for up to 4 hours. The Hirer must demonstrate competent and safe cast off, docking and locking, and navigation skills. If additional instruction time is necessary for the safety of the passengers and/or the Boat, Hirer agrees to pay the normal posted rate of \$55.00 per hour, payable upon completion of instruction.

10. NAVIGATIONAL LIMITS

Boats must cruise between the hours of sunrise and sunset.

Boats must cruise within the limits indicated in the Ship's Manual and shall at all times comply with waterway regulations. If the Company discovers an infringement of this condition occurred the Company may repossess the Boat and the Hirer will be responsible for all expenses incurred in excess of the amount of the security deposit. The Company reserves the right to restrict cruising areas if company determines unusual or hazardous conditions prevail. The Company is not responsible for incidental costs that may arise from the hire of the boat including but not limited to transportation, lodging, meals, lost earnings or attorney fees.

11. AVAILABILITY OF THE BOAT

If, due to circumstances beyond its control, the Company is unable to provide the Hirer with a Boat and an acceptable alternative is not available, the Company shall refund all moneys paid but the Hirer will have no further claim against the Company, its owners, agents or assigns for damages, inconvenience or other incidental costs.

12. BOAT DELAYS

If a breakdown of any kind should occur, the Hirer must report it to the Company immediately so steps can be taken to make repairs and enable the cruise to be resumed. The Hirer shall make no claim against the Company as a result of any grounding, breakdown or failure of the Boat, its engine or equipment. If such breakdown or failure is due to negligence of the Hirer, Hirer agrees to pay the expenses incurred in rectifying the matter prior to vacating the boat or upon receipt of invoice from the company.

13. SUBSTANCE ABUSE: DRUGS / ALCOHOL

Hirer agrees at no time during the period of hire shall any illegal substance be in possession of or used by any member of the Hirer's party or taken aboard the Boat. Hirer or any crew member shall not operate the Boat while under the influence of alcohol. Smoking is not permitted in the living quarters of the Boat.

14. UNSUITABLE HIRERS / MINORS

The Company reserves the right to deny hire to anyone who in the sole opinion of the Company does not demonstrate the ability or skill to safely operate the Boat. The Company reserves the right to repossess a Boat from a Hirer whom in the sole opinion of the Company is not suitable to continue his cruise with no refund due the Hirer. Hirers must be over 21 years of age.

15. ROUTE CHANGES

The Company reserves the right to alter the place of departure and/or return, to reverse the direction of a one-way trip, and to convert a one-way cruise to a round trip cruise or vice-versa. Such changes will not give the Hirer the right to cancel the reservation nor to have money refunded.

16. RESTRICTED OR INTERRUPTED CRUISE

The Company accepts no liability and shall not be bound to make any financial adjustment or refund in the event of cruising waters being restricted or closed, drought, flooding, bad weather, mechanical breakdowns or any other cause.

17. ACCIDENTS AND LOSS OF EQUIPMENT

The Hirer undertakes to report immediately to the Company any accident of any nature in which the Boat is involved. In such an event, the Hirer will fill in the Accident or Loss Form provided in the Ship's Manual and ask other parties involved or who are witness to the matter to complete the same form. The Hirer will not have repairs performed without the prior agreement of the Company unless the Boat is in imminent danger. The Company will not pay for repairs unless previously approved by the Company. The Hirer undertakes the responsibility to immediately report in writing any damage to the Boat and any equipment damaged, lost, stolen or broken.

18. TECHNICAL ASSISTANCE

The Company will provide breakdown repair service during normal working hours and attend to any breakdown or other technical incident within the context of available material and personnel. Outside normal working hours only emergency service is available. Emergency service includes failures in steering, engine, plumbing or electrical systems, or other dangerous situation in so far as the failure jeopardizes the boat or crew.

19. HOLD HARMLESS AGREEMENT

The Company, its agents or assigns accepts no responsibility in the event of a loss or damage to the Hirer's person or personal belongings including but not limited to bodily injury or death however caused, baggage, motor cars, or cameras. The Hirer undertakes to hold the Company, its agents or assigns harmless in all respects and under all circumstances connected with the hire or navigation and use of the Boat, its equipment or services provided by the Company.

20. MEDIATION / ARBITRATION

In the event a disagreement arises between the Company and the Hirer and a compromise cannot be reached, the parties hereby agree to share equally in the cost of hiring an Arbitrator from a list provided by American Arbitration Association within 30 days of written notice of a disagreement by either party. Arbitration will decide how the dispute shall be settled binding all parties without further claim.

By my signature, I have read and agree to this contract in whole and in part.

Hirer's Signature **Date**

Accepted by the Company **Date**