



2018 EXCLUSIVE CHARTER TERMS AND CONDITIONS

Charter Date: _____

Vessel: _____

This Contract and Agreement is made by and between Muskoka Steamships and Discovery Centre, hereinafter referred to as "MSDC", and _____ hereinafter referred to as "Client", represented by:

First name, Last name

Company

Address

City, Postal Code, Province

Phone/Fax/E-mail

A. General Charter Arrangements/Reservations

1. Vessel Charter. The Client hereby charters, and MSDC hereby agrees to provide, an Exclusive Passenger Excursion Charter on either "RMS *Segwun*" or "*Wenonah* II" (herein, the "Charter"), according to the terms of this Charter Agreement, and the attached hereto, and made a part of this Agreement.

2. Date and Time. MSDC will provide Client a cruise on the date and times listed on the Charter Agreement.

a. Unless otherwise provided per 2.b. and h. below, the Charter will depart from the MSDC home port known as the Muskoka Wharf, 185 Cherokee Lane, Gravenhurst, P1P 1Z9, ON

b. Departure will be at the agreed Charter Sailing Date and Time. Passengers are allowed to Board the vessel fifteen minutes before the Sailing Time, and are permitted to remain on board the vessel for fifteen minutes after docking, without incurring additional charges.

c. The Client may request that the sailing be delayed, provided however, that any delay in sailing will not alter the Return Time. The Client may request that the Charter be extended, which shall be in the discretion of MSDC, and subject to the additional Hourly Charter Fee.

d. Boarding will be strictly limited to passengers who are the guests of the Client up to the capacity of the vessel.

e. Boarding may only commence with the authorization of the Ship's Captain or Mate to ensure safe conditions and an accurate passenger count.

f. MSDC reserves the right to inspect personal belongings of all guests immediately prior to or after boarding of the vessel/venue and to confiscate without compensation alcoholic beverages, weapons, narcotics and other illegal or inappropriate materials, equipment or supplies.

g. MSDC at the sole discretion of its designated personnel, may refuse entry to any guest if that person appears to be intoxicated, unruly, under the influence of narcotics, uncooperative and/or rude or disrespectful with staff, or in any way a threat to the safety of other passengers or the crew on board or who may cause damage to the vessel.

MSDC will not assume any financial responsibility for refusing entry to either the individual or to the event organizer for any financial impacts resulting from refused entry.

h. Departure and/or docking locations other than the home port must be approved in advance by the MSDC President, Sales Manager or Ship's Captain.

B. Charter Fee / Deposits / Payments

1. Charter Fee. The Charter Fee shall be the amount stated in the charter agreement, or as may be later adjusted for agreed changes or modifications to Charter details. In addition to the Charter Fee, the Client shall be responsible for additional fees if additional services are requested prior to the end of the Charter (e.g., extended cruise time, consumption bar fees, security services, etc.).

2. Deposits and Payments. Charter/Venue

Deposit #1 – 50% due at the time of booking Charter/Venue. Deposit #2 – Remaining 50% due 90 days prior to the event

To confirm an Exclusive Charter reservation, MSDC requires the payment of 50% of total estimated charter cost is due at the time of the booking. Full payment for confirmed fees and services shall be made prior to the Charter Sailing Time. Failure to make timely payment shall vest in MSDC the right to either cancel the Charter and if within thirty (30) days of the event to retain all deposits, or in its sole and absolute discretion, to extend the payment deadline. MSDC shall not be liable for any direct or indirect damages arising from or relating to its cancellation of the Charter by reason of incomplete Charter Fee payment.

3. Cancellation or Date Changes. All deposits are refundable provided the Client notifies MSDC in writing of event cancellation and such notice is received by MSDC at least sixty (60) days prior to the sailing date. Deposits are not refundable within 60 days of the event. Clients may change the date of an event up to thirty (60) days in advance provided the alternative date is available. However, with any date change agreed to within 60 days of the original event date, all deposits on account are non-refundable.

4. Service Confirmations. Where food and beverage services or other detailed requirements are contracted, MSDC requires final confirmation of total requirements seven (7) days prior to the event. An updated and final copy of the Charter Agreement must be signed seven (7) days prior to the event. In the event final confirmation is not received, MSDC will provide and charge for estimated requirements detailed in the most recently signed Charter Agreement.

5. Responsibility Deposit. MSDC at its sole discretion may require a Responsibility Deposit paid in advance if there is concern for damages to company or crew property. Responsibility deposit will be returned in full within 5 business days if no damage has occurred. Damages will be documented. The Client may, prior to Charter departure, ask to participate in an inspection of the vessel.

C. Client Host / Boarding / Vessel Conduct

1. Host Designation. MSDC is committed to making every Charter a success accordingly on board communication with the client or client designate during the event is essential. For this reason, the Client agrees to designate an individual who will serve as the Client's Host, with whom all onsite communications will be conducted before and during the Charter regarding any matter relating to the Charter. In the absence of a specific designation to the contrary, the signatory of this Agreement shall be deemed the Host.

a. MSDC is authorized to rely upon the Host as the agent of the Client for purposes of giving and receiving all Charter related communications. During the Charter, the Host will be the person with whom MSDC will communicate concerning any matter of ship care or decorum, or if there is anything that MSDC can do to enhance the cruise experience.

b. Immediately upon arrival at the dock before departure, the Client's designated Host should identify himself or herself to MSDC staff (Sales Representative, Purser and/or Captain). The Host will then be responsible for identifying, or providing a person to identify, members of the Client's party as they board the vessel.

2. Passenger Decorum. The Client agrees and understands that MSDC, at the sole discretion of the vessel's Captain, may curtail the event and bring the vessel back to dock due to any circumstances on board that in the Captain's sole opinion endangers the safety of the passengers on board or threatens damage to the vessel or company property or equipment or a violation of applicable laws.

Such circumstances may include, but are not limited to the following: Threats of bodily harm to individuals, unresolved conflict, physical altercations, illegal activities such as illicit narcotic use, narcotic trafficking or other known criminal activity or failure to comply or interference with the Captain's requirements. Further, the Captain, at his or her sole discretion, may contact appropriate authorities on shore such as the local Police, Ambulance, Coast Guard, Fire Department, to request assistance at the time of docking.

MSDC will not assume any financial responsibility for early termination of an Exclusive Charter under the circumstances referenced herein. All Clients are urged to promote safe and courteous decorum.

3. Vessel Care and Responsibility. The Client agrees to be financially responsible for any theft or damage done except for normal wear and tear, to the vessel equipment or fixtures onboard or on the wharf or the personal belongings of crew in

the course the event from the time the vessel is open for receiving passengers until the last guest has departed the Wharf area. MSDC takes great pride in the appearance, care and maintenance of its vessels, and urges the Client's co-operation and help in keeping these unique excursion vessels in presentable condition.

D. Bar Service / Food Service / Entertainment / Decoration

1. Bar Service. MSDC provides onboard bar service for all passengers and is fully licensed by the Alcohol and Gaming Commission of Ontario (AGCO). No passenger is allowed to board with his/her own alcoholic beverages. Bar service will commence at the scheduled boarding time or as scheduled by function sheet. Service can continue during schedule docking times permitted the vessel is scheduled to return to sail for the same chartered event. Bar services will end 30 minutes prior to returning to final dock. All signs of service should be removed 45 minutes after docking. As per AGCO regulations, the bar shall not sell alcohol beyond 2:00am.

a. MSDC offers multiple bar packages from which to select, and designated on the Charter Agreement.

These include:

"Cash Bar" service - individual passengers purchase at the bar;

"Host Tickets" bar service - Client purchases redeemable drink tickets in advance for distribution to passengers;

"Limited Host" Open-bar - limited by any criteria such as time, type of beverages, wine with dinner wine and beer only, (no specialty cocktails, etc.) or,

"Full Host" - a consumption bar where all beverages ordered are recorded, and Client agrees to pay the bar consumption and service fee.

Items outlined above-with the exemption of cash bar-are subject to service fees outlined.

On board consumption will be tracked and post-event, the sales manager will reconcile on board consumption with contracted services and refund or invoice the balance accordingly.

b. All beverage service is provided within the strict requirements of all AGCO and other relevant government regulations. No under-aged passengers may consume alcoholic beverages. Leftover food and beverages are not permitted to be removed from the premises. MSDC does not permit food or alcoholic beverages to be brought onto the premises without prior authorization from the Company. Per Ontario Liquor Laws, all beverage service will cease 30 minutes prior to the end of an event. MSDC does not permit alcoholic beverages to be removed from the premises.

2. Food Service. MSDC provides food service according to standard menus appropriate to the time of day, occasion and seasonal food availability. Clients may request special inclusions to, or exclusions from, standard menus, which MSDC will endeavor, in its sole discretion, to accommodate based upon the timing of the request, food availability, preparation and purchase requirements and pricing. Menu selection must be made 14 days prior to the event date. The client can revise the number of attendees up to 7 days before the event date and such service shall be revised accordingly on the charter agreement. Per B.4 Service Confirmations above, final charges will be based upon food service requirements confirmed 7 days before the Charter date or last signed charter agreement.

3. Decorations. MSDC allows reasonable and safe decoration of the vessel, subject to prior approval by MSDC. All decorating plans should be discussed between MSDC and the Client as early as possible. No decoration may cause damage to the vessel or hinder safety. Decorations must not interfere with regular operation of the vessel or its other scheduled departures. Decorations must be completely removed by the Client immediately upon the end of the cruise unless previously discussed with MSDC. Candles, Sparklers, fireworks or other inflammables are prohibited. MSDC will not assemble, unpackage or unwrap any decorations. We reserve the right to deny decorations that have not been approved or require assembly. Confetti, fog machines, bubbles, rice and sequins are not permitted as part of the décor, during a ceremony or by the DJ as part of the dance. MSDC will not permit affixing of any décor items to walls, window, doors, carpet, ceiling or furniture by way of tape, putty, nails, and/or staples.

4. Service Fee. A fee of 15% of charges is applied to all Food and Beverage Services provided by MSDC. The Client may wish to make specific gratuity arrangements commensurate with the quality of service delivery received on board.

5. Entertainment. MSDC provides a wide range of entertainment options for Exclusive Charter events. Clients seeking to contract entertainment directly must receive prior approval, in the sole discretion of MSDC.

Entertainment contracted by the Client will be considered a guest of the Client and be the responsibility of the Client

b. Musical combos or bands, of up to three entertainers, will generally be approved by MSDC. All other entertainment, including larger groups, special dancing or other activity, is prohibited unless approved in advance by MSDC. Entertainers will not be allowed to consume food or beverages on-board unless the client has included the entertainer in the paid

passenger count. Entertainers are prohibited from inviting non-entertainer guests without approval of the Client. Noise restrictions and bylaws are in affect during many events. The volume of all live music or DJ service will be monitored at all times by staff and adjusted accordingly. Failure to comply with the requests of staff may result in fines being added to your account.

e. All entertainers must be included in determining compliance with maximum passenger capacity.

6. Decorating and Entertainment Accountability. The financial arrangements for decorating and entertainment not contracted through MSDC are solely matters between Client and its selected contractors. MSDC will not be responsible in any manner for any claims or damages of any nature or kind with respect to decoration or entertainment, including any claims arising from or relating to any Charter cancellation.

a. Client agrees to be responsible for any damages, injuries or claims, of any nature whatsoever, arising from or relating to any decoration or entertainment, including, but not limited to, any damages to the vessel or other property, or any claim for personal injury, arising out of or relating in any way to the actions of Client's independently contracted entertainers or decorators.

b. Any required removal of decorations or equipment by MSDC staff, or any delay in otherwise returning the vessel to its cruise-ready condition, may be subject to additional Charter fees.

E. Contract Conditions

1. Cruise Direction and Course. Events on a vessel entail uncertainties and safety considerations that are not encountered in land-based venues. Cruise departures, timing, routes and conditions, may be affected, or even prevented, by factors such as sea and weather conditions, security considerations, or Transport Canada (TC) Marine Safety or TC Marine Security directives. MSDC does not guarantee the cruise route or itinerary, which shall be determined by MSDC in the sole discretion of the Ship's Captain.

2. Cruise Cancellation. MSDC will not be responsible for damages in the event any cruise cannot be undertaken or completed by any reason beyond MSDC's sole control such as weather conditions, acts of god, governmental edicts, TC directives, and security conditions or by reason of mechanical failure or repair. In any such circumstance, MSDC will endeavor to reach an agreeable resolution, including the possible dock-side conduct of the Charter or the rescheduling of the Charter. In the absence of resolution, MSDC shall refund chartering amounts paid by Client, and Client hereby agrees to waive any claims of any kind whatsoever arising out of or relating to the Charter, including any claims relating to the failure of MSDC to conduct the Charter.

3. MSDC will not be responsible for any items lost or stolen on board or on the dock. Parking is provide at the municipal parking lot directly in front of the Steamship office at 185 Cherokee Lane. All persons parking must adhere to municipal bylaws.

4. By provincial and federal regulation, smoking is not permitted on board the vessels.

5. This Agreement contains any and all agreements between the parties hereto and shall, as the exclusive understanding between the parties, supersede any prior understandings or representations between the parties. This Agreement may only be amended in writing, signed by both parties. No individual may orally amend this Agreement.

6. If MSDC is required to take legal action to enforce the terms of this Agreement, including action to recover any amounts owed to MSDC by Client, MSDC shall be entitled to payment by Client of interest calculated at a rate of 12 percent per annum on all unpaid balances, and all costs MSDC incurs as the prevailing party in that legal action, including reasonable attorney fees.

7. Under no circumstance shall MSDC be liable for any damages of any nature or kind incurred by the Client in excess of the Total Charter Fee set forth on the Charter Agreement, the return of which shall be Client's sole and exclusive maximum remedy against MSDC, for any and all claims that the Client may have hereunder.

8. This Agreement is governed by the law of the Province of Ontario. The parties hereto agree that any cause of action arising from or related to this Agreement shall be brought in a court of appropriate jurisdiction in Gravenhurst, Ontario.

By: _____
Company,
Name

By: _____
MSDC,
Name

Date: _____

Date: _____