



# Cruise – USA

406 McNamee Ave., Ocean Springs, MS 39564-4533

(228) 424-3768

www.stevens917@bellsouth.net or Cruise-USA.com

## ONLINE RESERVATION FORM

Cruise-USA Form 6/AI

### “Let The Fun Begin!”

- 1) Call 228 424 3768 CST to check availability of dates and locations for your Cruise.
- 2) Complete, print, sign, and mail this **Reservation Form**, with your check for half the amount computed below. (NOTE: Please send the FULL amount if within 90 days of your cruise departure). Make a check payable to *Cruise-USA*, and mail to the address above. Your Reservation is confirmed when the Company has received this contract and appropriate payment, and we have issued a **Reservation Confirmation** and **Terms & Conditions of Hire** to you (The Hirer). Please print your answer to each question, and attach additional information as required.

### This Contract is for Rental of The Company’s Nomad Canal Trawler, on the following basis:

Name of Hirer \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_ Email: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State/ZIP \_\_\_\_\_

Cell Phone #: (\_\_\_\_) \_\_\_\_\_ Text Capable? Y/N \_\_\_\_\_ Email? Y/N \_\_\_\_\_

How did you learn about CRUISE-USA? \_\_\_\_\_

Cruise Start Date : (Sat) \_\_\_\_\_ at 2:00PM from: Hibiscus Harbor Marina, Union Springs, NY

Cruise End Date: (Sat) \_\_\_\_\_ by 10:00AM at: Hibiscus Harbor Marina, Union Springs, NY

*Please attach a separate sheet listing names, addresses and phone numbers of additional crewmembers.*

### FARE AND COST CALCULATION:

# Adults \_\_\_\_\_ Age range: \_\_\_\_\_ (Full Week: 7 days/7 nights) \$ \_\_\_\_\_

1st Week - \$1295/wk 2nd Week - \$1195 3rd Week - \$1095

Require a bit more familiarization than the included ½ hr orientation? (If YES, add \$50) \$ \_\_\_\_\_

Check one:  I would like the boat professionally cleaned after our cruise (add \$50) \$ \_\_\_\_\_

We’ll clean up ‘Ship Shape and Bristol fashion’, but realize the Company may charge \$50 if additional cleaning is required.

Our Charter Insurance Policy: \$ 100.00

Our Damage and Security Deposit: \$ 500.00

TOTAL: \$ \_\_\_\_\_

I have read, understand and fully agree to all terms and conditions set forth in this Reservation Form and the Terms and Conditions of Hire Contract attached hereto.

Hirer’s signature: \_\_\_\_\_ Date: \_\_\_\_\_



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### **UNIFORM TERMS AND CONDITIONS OF HIRE CONTRACT**

Name of Hirer: \_\_\_\_\_ Phone: ( ) \_\_\_\_\_ E-Mail: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State/Zip: \_\_\_\_\_

Date Charter Begins: \_\_\_\_\_ @ 2:00PM. Date Charter Ends: \_\_\_\_\_ @ 10:00AM

Our primary interest is to make sure you enjoy every minute of your vacation afloat. Please read the following Terms and Conditions of Hire, as your signature on this form confirms your acceptance of them, without exception, on behalf of yourself, your family and guests and/or the purchaser of this cruise vacation. Venues are in the States of New York or Mississippi unless the Company determines different venues to be reasonable and this contract is governed under those laws. “The Company” is Cruise-USA, Llc. 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 that has been reserved to the Hirer by the Company. This contract supersedes all previous issues.

#### **RESERVATION**

A boat is not reserved, and no contract shall exist until The Company has received a signed contract, together with the initial payment, and the Company has issued a Reservation Confirmation.

#### **FARE**

Fifty percent of the fare is due to reserve a boat. Business or personal checks are accepted. The company must receive the balance sixty days prior to cruise departure date. The Reservation Confirmation is the only payment reminder issued. 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.

#### **DAMAGE & SECURITY DEPOSIT**

At \$500 damage and security deposit is due 90 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 caused by Hirer’s negligence or accident including but not limited to careless boat handling, abuse of equipment or damage due to excessive speed.

#### **CHARTER INSURANCE**

Is charged at rate of \$100.00 per charter

#### **CANCELLATION**

To cancel a reservation, Hirer must notify the Company in writing. If the cancellation is received more than 91 days before departure date, Hirer forfeits 15% of the fare. If received 45 to 90 days prior to departure date, Hirer forfeits 50%, and if received 44 days or less prior to departure date,

Hirer is responsible to pay 100% of the fare. A One-way trip cancellation will also incur a relocation fee.

#### **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 10:00AM or fees will be assessed.

#### **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.

#### **ACCEPTANCE OF BOAT**

On arrival the Hirer shall physically verify the inventory and be satisfied all ship’s systems are 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.

#### **ORIENTATION**

The Hirer shall receive orientation and sign the Orientation Sheet prior to departure. Personalized boat handling instruction is available for \$100 for up to four hours. The hirer must demonstrate competent and safe cast off, docking, 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 per hour, payable upon completion of instruction.

**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 and/or attorney’s fees.

**AVAILABILITY OF BOAT**

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

**BOAT DELAYS**

If a breakdown of any kind should occur, Hirer must report it to the Company immediately so steps can be taken to make repairs enabling the cruise to be resumed. 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 his negligence, Hirer agrees to pay all expenses incurred in rectifying the matter prior to vacating the boat or upon receipt of invoice from the Company.

**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 crewmember shall not operate the Boat while under the influence of alcohol or drugs. Smoking is not permitted on the Boat.

**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 unable to continue his cruise, with no refund due. Hirers must be over 21 years of age.

**ROUTE CHANGES**

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

**RESTRICTED OR INTERRUPTED CRUISE**

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

**ACCIDENTS AND EQUIPMENT LOSS**

Hirer undertakes to report immediately any accident of any nature in which the Boat is involved. In such event, Hirer will complete the Accident or Loss Form provided in the Ship’s Manual and asks other parties involved or who are witness to the matter to complete the same form. Hirer will not have repairs performed without 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.

**TECHNICAL ASSISTANCE**

The Company will provide breakdown repair services during normal business hours and attend to other technical incidents within the context of available material and personnel. Outside normal working hours emergency service is available. “Emergency” includes failure in steering, engine, plumbing or electrical systems, or other dangerous situations insofar as such failure jeopardizes boat or crew.

**HOLD HARMLESS AGREEMENT**

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

**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 the American Arbitration Association within 30 days of written notice of such disagreement by either party. Arbitration will decide how the dispute be settled, binding all parties without further claim.

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

**Signature:** \_\_\_\_\_

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

**Accepted for CRUISE-USA**

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