



CHARTER AGREEMENT

The National Maritime Heritage Foundation (NMHF) welcomes your interest in chartering the *American Spirit* for a sail along the Anacostia and Potomac rivers. Please complete the information requested below and review the Charter Policies and Procedures attached to this form. **You must read and indicate your agreement to the terms of the Charter Policies and Procedures by checking the box below and by signing the Waiver of Liability provision.**

Charter Organization Information

Name of Charter: _____ Phone: _____

Contact Person: _____ Fax: _____

Address: _____

Preferred Charter Date: _____ Time: From _____ To _____

Maximum Number of Passengers: _____ Email: _____

I _____ (Print Name), have read and agree to the Charter Policies and Procedures on behalf of the Charter Organization.

-----DO NOT WRITE BELOW THIS LINE-----

Charter Fees

Charter Fee: \$ 1,200

Minus Charter Deposit: \$ _____ (submitted with Charter Agreement to secure the Date of Charter).

Total Due: \$ _____ (due at least 5 days prior to date of Charter).

Payment Information

Payment can be made by check or online.

Checks to be payable to: **The National Maritime Heritage Foundation** and can be mailed to the following address:
236 Massachusetts Ave.
Suite 410
Washington, DC 20002

Online payment can be made at www.DCSail.org/payment, where you can specify the amount.

Call (202) 547-1250 with questions about payments.

Charter Policies & Procedures

I. Cancellation and Rescheduling

The full amount of the Charter Deposit and a copy of this fully executed Charter Agreement must be received by the National Maritime Heritage Foundation (NMHF) no less than seven (7) days prior to the Charter Date in order to secure the charter. The Charter Deposit may be refunded to the Charter Organization if NMHF cancels the charter except for the reasons stated below:

(i) No refund will be granted when a charter is cancelled by NMHF or the vessel captain for safety hazards caused by charter guests during a charter, or for violations of U.S. Coast Guard regulations committed by charter guests. Violations of U.S. Coast Guard regulations include, but are not limited to, the use or possession of illegal drugs or the consumption of alcoholic beverages by persons under the age of 21. If a charter is canceled under such circumstances, the entire charter fees, including all beverage service charges, will be immediately due and payable and not refundable.

(ii) If the Charter Organization cancels a charter 7 days or less before the charter date, the Charter Organization agrees to pay the full amount of the charter fees, excluding charges relating to beverage service.

NMHF or the vessel captain may, in their sole discretion, cancel the charter due to weather, safety, mechanical or other reasons beyond their control, in which event the Charter Organization will have the option of (1) continuing the charter dockside if such weather, safety, mechanical or other reasons permit, or (2) canceling the charter and having the deposit refunded. The liability of NMHF for any canceled sailing shall be limited to refunding the Charter Deposit, and in no event will NMHF be responsible for any incidental costs incurred by the Charter Organization or any of its participants in connection with a canceled charter.

II. Passenger Conduct and Safety

Appropriate and respectful conduct is required of passengers at all times. The Charter Organization is responsible for the behavior of all guests, including individual consumption of alcohol. Each child aboard must be supervised by an adult at all times. Because of safety factors and potential damage to vessel decks and floors, spiked or narrow-heeled shoes are prohibited. Please advise your guests accordingly.

The use of **any** illegal substance or unlawful use of a substance on the yacht, adjacent docks, or designated parking for the yacht will result in immediate termination of the contract and the charter, a forfeiture of the entire charter fee, including all beverage service charges, and notification to the appropriate authorities.

Please check with NMHF in advance before making any booking for passengers with special medical needs, medication requirements or poor health that could hinder the safe completion of the cruise for any guest.

III. Breakage and Damage

Costs to repair breakage or damage to the vessel and its contents caused by guests (beyond normal wear) will be borne by the Charter Organization. Damage deposits may be charged or assessed by NMHF. Smoking on the *American Spirit* is strictly prohibited. Please advise your guests.

IV. Food and Beverages

The Charter Organization is responsible for all food and alcoholic beverages. **Beer and wine may be consumed on the *American Spirit* by guests 21 and over, but liquor is prohibited.** The Charter Organization may pursue catering options are available from local establishments not affiliated with NMHF; if the Charter Organization engages a caterer, the Charter Organization must advise NMHF in advance of the Charter, including the name of the caterer.

The Charter Organization and/or its caterers are responsible for placing all garbage, recyclables, and unwanted leftover food, supplies, containers, etc. in the proper disposal containers. The vessel must be left in clean condition, and the Charter Organization will be responsible for any costs incurred by NMHF with respect to any extra cleaning necessary as a result of the Charter Organization's use of the vessel.

The Charter Organization is permitted to board for food and beverage service setup one hour before general boarding time. Only those directly involved with food, beverage, music, or decoration setup will be allowed to board at this time. (No more than 5-6 persons.) Any catering persons who will be present during the charter (as opposed to setup and cleanup at the dock) shall be included in the Maximum Number of Passengers that the Charter Organization is permitted to attend the charter event. Please advise guests who are not directly involved in food or beverage setup to wait at the gate until directed to board by the NMHF crew member or captain.

V. Parking

Parking at the Gangplank Marina is limited and restricted. Parking garages are available. Street parking is also available; however, please advise your guests that the meters have only a 2 hour or 4 hour limit, depending on location, until 10:00pm.

VI. Charter Times and Departures

Boarding commences 15 minutes before contract start time. Return time is the contract end time unless an extension is arranged.

All guests must exit the vessel within 20 minutes of arrival at the dock. All caterers, Organizational representatives, and non-vessel personnel must exit the vessel within 45 minutes of arrival at the dock. **Failure to follow the above times may result in additional charges at the discretion of NMHF.**

VII. Acknowledgement of Risk; Waiver of Liability

The Charter Organization is aware that sailing is an inherently dangerous activity that entails risks, including but not limited to, the hazards of Captain error, vessel structure failure, on-water collisions, the forces of nature, and the actions of other persons. The Charter Organization is aware of the aforementioned dangers and that such dangers could result in injury, death or other damage, and the Charter Organization voluntarily assumes all risks in connection with chartering the *American Spirit*. I, the undersigned representative of the Charter Organization, its officers, employees and guests, being duly authorized to execute this agreement on their behalf, hereby waive and release any right to make any claim against NMHF or any of its members, governors, officers, agents, instructors, and the Captain and crew of the *American Spirit* (herein referred to as "the Releasees") for any damages or injuries that may occur in connection with chartering the *American Spirit* and agree to indemnify and hold harmless the Releasees from any loss, liability, damage or cost, including reasonable attorneys' fees, they may incur due to use of the *American Spirit*, whether or not such loss, liability, damage or cost results from the negligence or other action of any of the Releasees. I agree to inform all passengers of the terms and conditions of this agreement that require their diligence. I acknowledge that passengers will each be required to sign the ASSUMPTION OF RISK AND RELEASE OF LIABILITY form prior to being permitted to board the *American Spirit* for the charter cruise. Any passenger that refuses to sign the ASSUMPTION OF RISK AND RELEASE OF LIABILITY will be denied boarding of the *American Spirit*. NMHF shall have no liability or responsibility with respect to any passenger's failure to sign said form or being denied boarding, nor will said passenger and/or Charter Organization be entitled to a refund from NMHF of any portion of the Charter Fee.

SIGNATURE _____

(Print Name) _____

Date: _____