

# PRIVATE EVENT CONTRACT



CHARTERER	
Full Name Babita Sharma	Company
Phone Number 503-702-1790	Email babita24in@gmail.com
Billing Address 11 Hamptons Place, East Brunswick NJ 08816	

EVENT DETAILS			
Event Anniversary		Vessel Jacana	
Event Date 11/30/2019	Port of Departure Skyport Marina	Port Address 2430 FDR Drive, New York, NY 10010	
Boarding 7:00 PM	Departure 7:30 PM	Return 10:30 PM	Clearance 11:00 PM
Bar Top Shelf Open Bar	Bar Menu Heineken, Corona, Ciroc, Grey Goose, Hennessy, Jameson, Johnnie Walker Black, Patrón, Tito's Vodka, Bud Light, Budweiser, Absolut, Bacardi, Captain Morgan, Dewar's, Jack Daniels, Jose Cuervo, Tanqueray, Red Wine, White Wine, Soda, Juice, and Water		
Catering Italian	Catering Menu Buffet Style: Lemon Chicken, Penne & Broccoli, Stuffed Shells, Eggplant Rollatini, Roasted Potatoes, Seasonal Vegetable, Garden Salad, Bread Rolls, Coffee, Tea, and Assorted Cookies		

\* Bar opens at time of departure and closes at time of return. Music play is only allowed after departure time and must be turned off by the return time.

PRICING			
Rate \$90.00	Minimum Guests 40	Maximum Guests 100	Seating Capacity 60
Charged Guests 42	Special Notes (2) under aged guests allowed by M.D. After the count of 42, additional guests pay \$87.10.		

ACKNOWLEDGEMENTS	CHARTERER INITIALS
I understand that the catering provided is buffet-style, not seated service.	PS.
I understand that the open bar with alcohol is only provided if all guests are 21+ of age with valid ID.	PS.
I understand that the open bar starts at the time of departure and closes at the time of return.	PS.
I understand that music play is only allowed after departure time and must be turned off by the return time.	PS.

By signing this contract, I agree to the terms and conditions. All guests attending this event will be 21+ of age and have valid ID.

Babita Sharma	09/10/2019.
Charterer's Signature	Date

Jasmine Delemos	10/4/19
Representative	Date

## PRIVATE EVENT CONTRACT



ADDITIONAL SERVICES			
A/V System \$0.00	Live DJ \$0.00	Photo Booth \$0.00	Event Photographer \$0.00

Free if booked by 10/10

INVOICE			
Subtotal \$3,780.00	Discount (2 kids -\$20pp) -\$40.00	Sales Tax \$331.93	Total \$4,071.93

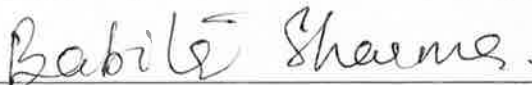
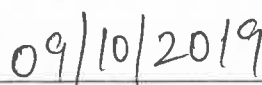
PAYMENTS						
Deposit \$1,017.98	Due Date 10/10/19	Status Pending	Received Date	Payment Method	Received By	Amount Received \$0.00
Final Payment \$3,053.94	Due Date 10/31/19	Status Pending	Received Date	Payment Method	Received By	Amount Received \$0.00

Amount Paid \$0.00	Balance \$4,071.93
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Paying by check?

Make all checks payable to: **Jacana Yacht LLC**Mail with Signed Contract to: **Empire Cruises, 2430 FDR Drive, New York, NY 10010**

By signing this contract, I agree to the terms and conditions. All guests attending this event will be 21+ of age and have valid ID.

	
Charterer's Signature	Date

Jasmine Delemos	10/4/19
Representative	Date

## PRIVATE EVENT CONTRACT



## TERMS &amp; CONDITIONS

**THE CAPTAIN** has complete control of the vessel's course and passengers conduct as necessary for safety.

**DAMAGE** to the vessels furnishings and equipment will be the customer's responsibility.

**TIME** If the vessel does not sail for any reason beyond Empire Cruises' control, the party will be held dockside and 15% of the charter event fees will be refunded. If departure is delayed on behalf of Empire Cruises, an extension to the cruise time will be compensated for the loss of time. Should the client request a delay in departure, the cruise time will not be extended.

**INSURANCE** Empire Cruises provides general liability insurance coverage amounting to \$ 1,000,000.

**INTOXICATION** Empire Cruises reserves the right to refuse service of alcohol beverages purchased by the charterer to any guest or subcontractors of the charterer who is under the age of 21 or severely intoxicated.

**CANCELLATION** If the charterer must cancel, the monies will be forfeited and, if the date of the cruise is less than 3 months away, the charterer will be liable for the entire full balance of the cruise. If the owner must cancel, the monies paid shall be refunded in full by Empire Cruises to the charterer. Empire Cruises, Inc. reserves the right to cancel this contract pending approval of tickets and flyers for correct information, correction boarding time and sailing times, dates and locations. In case the promoter has more than one event booked with Empire cruises, and there is any dispute, argument or disorderly conduct on any of them, Empire Cruises has the right to re-negotiate the agreement on all future events. Therefore, bookings may be subject to cancellation if Empire Cruises does not feel comfortable proceeding with the same promoter. Only under this clause deposits are refunded.

**EXCUSED NON-PERFORMANCE** Empire Cruises is excused for non-performance in cases including but not limited to strikes, labor disputes, accidents, government requisitions, restrictions or regulations on travel, vessel operation, commodities or supplies, acts of war or acts of God, Empire Cruises is unable to perform its obligation under this agreement, such non-performance is excused and Empire Cruises may terminate this agreement without further liability of any nature, upon return of charterer's deposit. In no event will Empire Cruises be liable for/and consequential damages of any nature for any reasons whatsoever. If for any reason, the vessel hereunder is not available for the Charter, Empire Cruises may substitute another vessel comparable to the quality of the vessel reserved and the Charterer agrees to accept such substitution.

**UNLAWFUL ACTIVITIES** Gambling activities, the use of drugs, disrobing, or any unlawful activities are expressly prohibited. A violation of this provision by Charter or its guest shall be grounds for immediate termination of the Charter and return to the pier.

**INDEMNIFICATION** To the extent permitted by law, Charterer agrees to protect, indemnify, defend and hold harmless Empire Cruises and its respective employees and agents against all claims, losses and damages to person or property, governmental charges or fines and cost (including reasonable attorney's fees) arising out of or connected with the Charter including, but not limited to, the installation, removal or use of any displays or decorations of the vessel or any part thereof by Charterer or any guest, invite or agent of Charterer or any independent contractor hired by the Charterer, except those claims arising out of the sole negligence or willful misconduct of Empire Cruises.

**PROMOTERS** may require insurance naming Empire Cruises as additional insured.

**PAYMENTS** All credit card payments are subject to a 4% processing fee.

**DEPOSITS** All deposits and payments are final and non-refundable.

By signing this contract, I agree to the terms and conditions. All guests attending this event will be 21+ of age and have valid ID.

Charterer's Signature	Date

Jasmine Delemos	10/4/19
Representatives Signature	Date



# PAYMENT AUTHORIZATION FORM





Please complete the highlighted fields, sign, and return.

<b>CHARTERER</b>	
Full Name Babita Sharma	Company
Phone Number 503-702-1790	Email babita24in@gmail.com
Billing Address 11 Hamptons Place, East Brunswick NJ 08816	

<b>EVENT DETAILS</b>			
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<b>PAYMENT</b>			
Name on Card			
Card Number			
Card Type	Expiration Date	Security Code	Billing Zip Code
Amount Charge \$1,017.98	Processing Fee (4%) \$40.72	Total Charge \$1,058.70	Notes

I authorize Empire Cruises to process this payment and understand that all card payments are subject to a 4% surcharge fee.

 Card Holder's Signature	 Date
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