

PAYMENTS: Once Sam's Dock has accepted a signed Charter Agreement and payment is processed, there are **no refunds**. Once payment has been processed, a non-transferable, non-refundable reservation will be reserved in your name for the dates and times stated in your reservation confirmation email, detailing your rental choices. **It is your responsibility to verify that this information is correct.** A reservation is ONLY confirmed *and* secured after receipt of all requested payments have been made and the smartwaiver is signed.

PARTIAL PAYMENTS: The total charter amount due is required to confirm and secure a reservation. If you choose to pay a minimum down payment of half, your reservation will be confirmed until the balance is paid. The **balance MUST be paid no later than 30 days prior to your reservation departure** to secure your reservation. Failure to pay the balance by the due date will result in the loss of your reservation and forfeiture of your deposit.

FORMS OF PAYMENT: Acceptable forms of payment are credit cards (VISA, Discover, MasterCard and American Express), Cashier's Check or Money Order (payable to Sam's Dock). If reservations are made in person, cash will be accepted. Personal or Business Checks are ONLY accepted 30 days or more prior to your reservation departure. All non-profit organizations need to provide tax exemption certificate.

DAMAGE: A valid credit card number shall be retained and will be used to provide full compensation for facility to return said charter in good condition as when received. Compensation includes, but is not limited to, reimbursement of articles damaged, missing or broken or need for excessive cleanup. Excessive cleanup fee is \$500 minimum. I authorize Sam's Dock to charge my credit card for these items in such case. In the alternative, or in addition to the charges to my credit card, Sam's Dock, in its sole discretion, may demand that I pay such charges immediately. The amount available on the balance of the credit card shall in

no way be considered a limitation on the amount of damages, reimbursements or rental charges owed to Sam's Dock.

TRANSFER FEE: A \$100 transfer fee applies to all accepted cancelled or rescheduled reservations. Transfer fees must be paid at the time of the reservation change.

CANCELLATIONS: If you must cancel your charter reservation, you must do so a minimum of 30 days prior to your reservation departure date in writing and your prepayment can be rolled forward one calendar year. A transfer fee applies to all accepted cancellations. Cancellations received less than 30 days prior to your reservation departure are subject to forfeiture of all prepayments. Due to the limited quantity of available charters (and particularly the advance coordination nature of captain and crew), there are no exceptions to the cancellation policy due to personal emergencies. *At Sam's Dock's sole discretion, validation may be requested and/or accepted for medical and other emergencies.

RESCHEDULES: If you must reschedule your charter reservation, you must notify us **at least 30 days prior** to your reservation departure date in writing and your reservation may be rescheduled ONCE, based on availability. The reschedule policy applies ONLY to the current season and will not be rolled forward to the following year.

If you must reschedule your reservation with **less than 30 days notice**, a transfer fee of \$200 applies, **charter eligibility for a future rain check is voided** and the rescheduled date is based on availability.

If you must reschedule your reservation with **less than 10 days notice**, a transfer fee of \$300 applies, **charter eligibility for a future rain check is voided** and the rescheduled date is based on availability.

INCLEMENT, UNSAFE WEATHER: The decision to cruise is based on safety and **is not negotiable**. The Captain (licensed and governed by federal and/or state law) and the General Manager have the final say whether charter boats may safely leave the marina. Inclement, unsafe weather may include, but is not limited to, **heavy** rains, unfavorable winds and lightning. In the event of inclement, unsafe weather, Sam's Dock will issue a rain check. Criteria for issuing a rain check is based on National Weather Service watches, warnings and recommendations for your particular area. Rain checks are not issued simply because the weather is not ideal and they are **NEVER issued in advance**. (Keep this in mind when considering hiring caterers and DJs, etc)

RAIN CHECKS: Rain checks secure a prepaid reservation for a full year without penalty. Rain checks are expired unless redeemed, and used, within 365 days from the date of original charter rental reservation date. The full value of the rain check must be used upon redemption. There is no cash value of unused portion of rain check. **Rain checks are NEVER issued in advance.**

CHECK-IN: You must provide a current driver's license (or passport) along with a valid, major credit card bearing your name at the time of check in to keep on file in case of damages, lost items and/or late fees. They **MUST** match the name on the charter rental unless otherwise approved by Teena. Agreement and a liability waiver must be signed upon arrival. **Failure to provide necessary documents will forfeit your charter reservation.**

RESERVED TIME, DEPARTURE / RETURN: If you fail to show for your reservation, it will be forfeited. Rental time starts and ends at the time reserved. Please check in 30 minutes prior to your reserved time to complete paperwork and orientation with your captain and/or crew. Time lost due to late arrivals, decision to wait for guests, etc or early returns will not result in an extension of time, refund or rain check. The boat will board at the start of your reserved time

and all passengers and belongings must be off the boat at the end of your reserved time. Your charter will be docked 30 minutes prior to the end of your cruise. The Tejas Event boat offers a 30 minute grace period before additional late fees are incurred. Extended stay on the party boat will result in an additional hour charge.

TICKET SALES, VENDORS & EVENT PLANNERS: Public ticket sales is **strictly prohibited** unless prior approval by Sam's Dock, in writing, is obtained. If Sam's Dock has not approved your ticketed event, your trip is subject to forfeiture upon awareness of ticket sales. There are no refunds or rain checks if trip is cancelled for breach of contract. Charters that are venues for third party events are subject to an application process for validation. Additionally, all Charters **MUST** be reserved by the event coordinator, either personally, or in the name of the event coordinator's company. It is the event coordinator's responsibility to protect the interests of his/her company with safeguards, including but not limited to, liability insurance, customer policies, terms and conditions. There are **NO EXCEPTIONS** and Sam's Dock will not be held responsible to any individual third party customers.

INDIVIDUALS are also strictly prohibited from selling tickets without written approval on file. Remember, you **are responsible for your guests and their behavior; it** is critical that you know exactly "who" you are inviting aboard your trip. Otherwise, one of your guests could very likely end your trip prematurely. There are **NO EXCEPTIONS**.

TEJAS LUXURY EVENT BOAT: There is **NO water access** from the Tejas Luxury Event Boat. That means, there is NO swimming from the Tejas Luxury Event Boat at any time. It is not equipped properly, or lawfully, for swimming. An on board generator with 110 volt outlets is provided. Guest is responsible to bring any and all necessary cords needed to reach outlets.

PASSENGER CAPACITY: Each Charter Boat has a United States Coast Guard specified capacity. Everyone that boards the boat, whether a caterer, DJ, infant or any other guest must be

counted as a passenger. This is **STRICTLY ENFORCED** as it is mandated by the Texas Parks & Wildlife Department and United States Coast Guard. It's not a Sam's Dock rule, so please do not ask us to bend it because we cannot, and will not. **NO EXCEPTIONS**. All double deck boats have a max capacity on the upper decks. This is a safety issue and will be enforced. Check with your captain upon arrival to verify these limits. Each boat's capacity is the following (captain and crew not included):

BOAT	Tejas	Deluxe	Yellow Rose	Miss Teena	Miss Selina
CAPAC ITY	100	60	50	50	34

SWIMMING CHARTER BOATS: All swimmers **MUST** come out of the water at sunset by law. There is **NO LIFEGUARD ON DUTY, so you agree to swim at your own risk**. We cannot force you to wear a life jacket when swimming, but we **HIGHLY RECOMMEND** that you do. Our captain and crew are procedurally trained according to Texas Parks & Wildlife Department standards to keep you and your guests safe. They are not there to grill your food, or serve your guests, as this compromises safety protocol. You must obey **ALL** on-board, posted boat rules, or your trip is subject to forfeiture. **Fishing is prohibited** on all charter boats, as it requires a special license.

BEHAVIOR: While on Texas inland waters (the lake), the Captain of your vessel (charter boat) is the authoritative decision maker in all scenarios and is governed by both State and Federal law, enforced by the local Denton County or Tarrant County Game Wardens. You are agreeing to listen and obey all of their directives. All laws that apply on land, also apply on inland waters.

Clogging the toilets with paper products will result in a \$400 charge per incident. **DO NOT throw paper products in the heads. Throwing items overboard will end your cruise without question or warning and the charter will return to the dock resulting in forfeiture of your cruise. IF IT IS ILLEGAL IN THE STATE OF TEXAS, IT IS ILLEGAL ON OUR BOAT.** Please do not make the mistake of bringing drugs on board, as the captain and crew will immediately report it to the local authorities and your boat will return to dock where they will be waiting. Please also make sure that you have a plan for that one person who threatens to end your trip prematurely due to unacceptable behavior. Threatening the captain or crew and/or violating these policies will result in immediate forfeiture of the rest of your trip.

DJ's and Caterers: DJ's are allowed to set up and test their equipment only on a low volume. Loud music cannot be played in the docks as this is a safety issue when launching the boat. Higher volumes of music are allowed after the boat passes the no wake zone and in the open waters. The captain will shut off the power to your equipment if you violate this rule. You agree to communicate with your DJ these rules or you will be charged a fine of \$250 for each incident or complaint of loud music in the dock area.

Your catering company, yourself personally or food handlers and bartenders are required to clean up all food from sinks, counters, refrigerator and oven. Additionally, they/you are required to wipe down the full kitchen including stainless steel, walls, mirrors, bars and trash cans where there are spills. Any excessive cleanup will result in a \$500 cleaning fee. This is not limited to the Tejas and includes all party boats and parking lots where food or trash is left on the floors and walls or in the parking lot. You have an option to pre-pay for cleaning for \$250 and our professional team will do this for you.

I have read and understand all guidelines and agree to the listed terms on all four pages of this agreement:

Customer Name (Printed) _____

Customer Name Signature _____

Date Signed _____ Reservation # _____

Copyright 2018 Sam's Dock