

ODYSSEY[®]

—CHICAGO RIVER—

NBC Tower
455 N. Cityfront Plaza Drive
Suite 2600
Chicago, Illinois 60611

Alexandria · Baltimore · Boston · Chicago · New York Metro · Norfolk · Philadelphia · Washington, DC Metro

Company: Wheaton Park District

Address: 208 W. Union

Contract Date: 02/13/2018

Wheaton, IL 60187

Sales Rep: Lauren Tomlin

Contact: Laura Bessey

Sales Rep Phone: 312-396-2260

Group Name: Wheaton Park District Seniors

Phone: 630.510.5032

Fax:

Sales Rep Fax: 312-277-2856

Confirmation Number: 2664049

Sales Rep Email: ltomlin@entertainmentcruises.com

Options/Upgrades:	Quantity	Item Price	Extended Price
Group Adult Lunch Ticket	45.00	58.90	\$2,560.50
Group Seniors Discount-Lunch	45.00	-8.53	\$-383.85
Complimentary Coffee, Iced Tea, and Hot Tea	1.00	0.00	\$0.00
Three Course Plated Lunch Menu	1.00	0.00	\$0.00
Non-Private Seating - Group	1.00	0.00	\$0.00
DJ Entertainment	1.00	0.00	\$0.00
Sub Total:			\$2,176.65
	Fees		\$639.94
	Taxes		\$68.56

Charges for food and beverage included in the above are \$653.00

Total Cost: \$2,885.15

Payments: \$ 0.00

Balance Due: \$2,885.15

Day/ Date of Cruise: Wednesday, August 22, 2018

Type of Cruise: Wednesday Riverfront Lunch Cruise

Boarding Time: 12:00 pm

Boarding At: 310 E North Water Street, Chicago

Cruise Times: 12:30 pm - 2:30 pm

Customer Notes in Contract

TOTAL PRICE PER PERSON: \$84.11

PASSENGER COUNTS May increase as long as seats are available but cannot decrease once added.

Thank you for choosing Odyssey Cruises. We look forward to your arrival.

Below please find helpful pre-boarding information as well as our payment policy and fee structure:

Deposit Terms: To secure your event date, Odyssey Cruises requires a 25% non-refundable deposit in the amount of \$721.29 and a signed contract on or before 2/15/18. After 2/15/18, we will no longer hold your date without a deposit and signed contract.

Final Count & Payment: Final payment is due by 7/23/18. You agree to pay for all passengers guaranteed on this contract. Passengers may be added if space is available, but passenger counts may not be reduced.

Taxes and Fees: Taxes, fuel surcharge fees and administrative fees are included in the above charges. Tax-exempt groups are required to submit a State of Illinois tax-exempt letter. Tax exempt groups are not exempt from the Chicago Amusement Tax unless they qualify for and receive from the City the limited exemption for certain fund raising events, as outlined in the City of Chicago Municipal Code Section 4-156-020 (sections B (5) and C). Photos are taxed on the portion of the retail price related to estimated photo finishing costs, which is 10%. The ticket price is allocated 30% to the meal and 70% to the cruise. The administrative fee does not represent a tip or gratuity for our service staff and is used to cover certain direct cruise costs. Similar to a banquet facility, our service staff is paid a higher hourly wage to provide your onboard service. It is appropriate to leave a gratuity for any onboard purchases or if you feel that you received exceptional service.

Parking: Odyssey Chicago River departs from 310 E. North Water Street, on the north river walk between Columbus Drive and Michigan Avenue. Limited parking for Odyssey Chicago River is available at 302 E. North Water Street, on the lower level. Alternate parking lots are available in the Streeterville area. Please visit our website at www.OdysseyCruises.com for more info about parking and drop-off instructions.

Tickets: Before boarding on the day of your cruise, you may pick up your tickets at our ticket booth, located next to the ship.

Beverages: Coffee, tea and iced tea are included with the price of your ticket. If you have not pre-purchased a bar package for your group, alcohol and soft drinks are available for purchase on board.

Attire: Dinner Cruises - Odyssey can be your opportunity to dress up. For women, cocktail wear, a dress or dressy-casual attire is appropriate. For men, collared shirts and dress pants are recommended. Nice, designer jeans are acceptable. However, casual jeans, t-shirts, athletic shoes or flip flops are discouraged.

Lunch, Brunch, or Moonlight Cruises - For women, dressy-casual attire such as pants, sundress, nice shorts or a nice outfit are recommended. For men, we suggest dressy casual attire such as nice pants or shorts and a collared shirt. Nice, designer jeans are acceptable. However, casual jeans, t-shirts, athletic shoes or flip flops are discouraged.

Cruise Route: Weather permitting, Odyssey Chicago River will cruise west, north and south along the Chicago River, and east to return to its docking location.

For the comfort and safety of our passengers, smoking is permitted on the outside decks only.

PASSENGER CONTRACT

Thank You for selecting us to host your event. We look forward to providing an enjoyable experience!

This is the contract giving the terms upon which we agree to provide our vessel services, containing important terms that you should read carefully. We are available to answer any question you may have about these terms, or about any other aspect of your up-coming event. Welcome Aboard!

This "Passenger Contract," is a legally binding agreement between you and us (Spirit Cruises LLC) and governs all dealings between you and us. All the terms are important understandings, but we want you to be particularly aware of Sections 5, 6, 16, 17 and 18, because you should know these are sections that limit the ability to bring certain claims against us, and certain third parties, such as our crew, our employees and our boats. We look forward to having you as our guest, and hope your experience with us will be both safe and enjoyable.

IMPORTANT TERMS AND CONDITIONS OF PASSENGER CONTRACT READ CAREFULLY BEFORE ACCEPTING.

- 1) Defined Terms:** Here is what the terms in this Passenger Contract mean: "Cruise" means the specific cruise indicated in your ticket. "Us", "We" or "Our" means or refers to Spirit Cruises LLC and for the purposes of the defenses, limitations of liability and rights in this Passenger Contract only, it also includes the ship on which you have or will travel (the "Ship"), and the Ship's tenders, operators, managers, charterers, officers, staff, crewmembers, and manufacturers. "Passenger" refers to any and all persons traveling under the Passenger Contract, including all of Your guests. "Purchaser" refers to the Purchaser of the ticket.

which constitutes the Passenger Contract. "Refund Amount" refers to that portion of the Cruise fare which has actually been received by us. "You" or "Your" refers to the Passenger and/or the Purchaser, including all of Your guests.

- 2) **Payment:** You agree to pay us the full amount due under this Passenger Contract no later than 30 days prior to the date of the Cruise. All payments should be made in cash, certified check, company check or credit card. You agree that you will not reverse any credit card payment to us, or place a stop-payment on any check, without our written consent. If you do, or if you give us a dishonored check, you agree to repay us for the full amount of the failed payment, and to pay for all costs, including reasonable attorneys' fees, we incur in collecting these amounts. You agree to pay any applicable Federal, state, county, or municipal transaction taxes which are required to be paid in connection with this contract.
- 3) **Deposits and Timely Payment:** Timely payment of your deposit is essential to assure that we hold your reservation. We have the right to cancel your reservation and this Passenger Contract, and keep any Refund Amounts, if any amount owed to us is not paid in full by the required payment date. Please do not risk cancellation by making late or only partial payment.
- 4) **Number of Passengers:** We agree to transport the number of Passengers stated in this Passenger Contract. Additional passengers may be added based on availability. You agree to pay for all Passengers who are actually on the cruise and in any event for not less than the number of guaranteed passengers which is based on this signed contract.
- 5) **Change in Itinerary/Cancellation:** Water travel involves uncertainties not present in land facilities. We may, in our discretion, remain dockside, change the course or schedule of the Cruise, discontinue the Cruise, or cancel the Cruise for any reason. We shall have no liability arising from any such change of course or schedule, discontinuance, cancellation or other failure to depart from or arrive at any port at the scheduled or announced time. If a Cruise is cancelled before commencement, you will be entitled, as your exclusive remedy, to receive the applicable Refund Amount.
- 6) **Cancellation or Breach of the Passenger Contract:** If you cancel or breach this Passenger Contract for any reason other than Force Majeure, you will be responsible for the following cancellation penalties:

<u>Condition</u>	<u>Penalty Amount</u>
If you cancel > 90 days prior to the cruise date	25% of Total Cost on Contract
If you cancel 30-89 days prior to the cruise date	50% of Total Cost on Contract
If you cancel < 30 days prior to the cruise date	100% of Total Cost on Contract

We shall be entitled to seek any remedies available to us in addition to retaining any payments made by you to collect the cancellation penalties. If payments made by you exceed the applicable cancellation penalty amount, we will return the difference to you as a refund.
- 7) **Passenger Condition/ Disabled Guests:** We welcome the opportunity to host and assist disabled guests. Please help us by telling us (preferably in writing) at the time you book your Cruise or as soon as possible, of any guest needing special assistance due to physical or mental disability requiring special accommodation during the Cruise. Please also let us know if a service animal is contemplated, so we can be helpful. We may limit the availability of passage if unable to accomplish an accommodation consistent with passenger safety.
- 8) **Passenger Screening and the Authority to Refuse Transport and Remove Passengers:** We want to conduct a safe enjoyable Cruise for all guests. In accordance with the Maritime Transportation Security Act of 2002, all passengers and their belongings are subject to search as directed by our Captain or his/her designee. We have the right to refuse to transport any Passenger, and to eject any Passenger at any port of call at the Passenger's expense. If any Passenger shall be ill, injured, act in a disorderly manner, or fail to comply with the Laws and Regulations (as defined in Section 10 below) or any directive established during the Cruise for the general safety and comfort of others aboard the Ship, one of our employees (most likely the Captain or his/her designee) will be the sole judge of the condition of the Passenger and the appropriate measures to be taken. Neither we nor our employees shall be liable for any mistake in judgment making this determination.
- 9) **Approved Activities:** Not every activity is appropriate for our Ships. We have the right to approve all Cruise activities. Only approved activities shall take place. You agree to obtain all special permits or licenses required for your Cruise at your expense. You will deliver all required permits or licenses to us 30 days prior to the Cruise. We shall display any permits during the Cruise.
- 10) **Compliance with Laws and Regulations:** You agree to observe and obey all the Laws and Regulations (as defined in the next sentence), inform all Passengers you bring with you of the Laws and Regulations, and obtain the consent of all Passengers to observe and obey the Laws and Regulations. "Laws and Regulations" means all requirements of all laws, orders, ordinances and regulations of the federal, state, county, and municipal authorities, the terms of this Passenger Contract, and directives and orders from us and our employees, and the captain and personnel of the Ship.
- 11) **Food and Beverages:** No food or beverage may be brought onto the Ship without our prior authorization, granted in our sole discretion. No food or beverage may be removed from the Ship.
- 12) **Alcoholic Beverages:** We reserve the right to deny or restrict the service of alcohol to any Passengers. You may not attempt to have us serve alcohol, or yourself serve alcohol or misrepresent the age of a Passenger, with the intention of causing consumption of alcohol on our ship by a minor.
- 13) **Illegal and Controlled Substances:** The use of illegal or controlled substances on the Ship is prohibited. We reserve the right to discontinue the Cruise if

illegal or controlled substances are being consumed. No refunds or exchanges will be given.

- 14) **Moonlight Cruise:** Unless we have given our express prior written approval thereto, all Passengers boarding the Ship for a Moonlight Cruise (any Cruise beginning after 11:00 p.m.) must be 21 years of age or older and must present a valid picture I.D. Neither we nor our employee shall be liable for any mistake in judgment making this determination. You will not include among your guests, any Passengers who are under the age of 21 years.
- 15) **Passenger Liability and Responsibility for your Guests:** Please help us assure a safe and enjoyable time for all. (a) You are responsible for the conduct and supervision of the Passengers on the Ship who are members of your group, attending your function or party, including compliance with Sections 9(Approved Activities), 10(Compliance with Laws and Regulations), 11 (Food and Beverage), 12 (Alcohol), 13 (Illegal Substances), 14(Midnight Cruises). (b) You agree to promptly pay us for the full replacement cost of any and all loss of or damage to the Ship, any equipment, decoration or fixtures caused by you or any Passenger attending your activity, function or party, including any damage or loss caused by the failure to act in accordance with the terms of this Passenger Contract, or a directive of the Ship's crew. (c) You will be required to reimburse us for the full replacement cost and/or any and all loss or damage to us or the Ship as a result of any misrepresentation made by you, including but not limited to, any statements concerning the intended activity of your group, and the claimed need to provide you with medical services, or the unfounded claim of injury. (d) You will be required to reimburse us for the full replacement cost and/or any and all loss or damage to us as a result of any personal injury or damage caused by your acts or omissions or the acts or omissions of any Passenger in your group, including any minor traveling with you.
- 16) **Indemnification:** You agree to indemnify and hold us, our crew master, employees, owners and agents harmless for (a) any damages, liabilities, losses, penalties, fines, charges or other expense incurred by or imposed upon us, our crew master, employees, owners or agents as a result of any act, omission or violation of Laws or Regulations by you or any minor Passenger for whom you are responsible; and (b) any liability, cost or expense (including all legal expenses) incurred by or imposed upon us, our crew master, employees, owners or agents associated with the defense or settlement of any claim, directly or indirectly related to personal injury, death or property damage relating to any act of you, or any Passengers traveling with you.

Further we agree to indemnify and hold you harmless, including all Directors, Officers, agents, owners, affiliates and independent contractors, from any liability or costs (including reasonable legal fees) incurred in defense of any claim made by any person (including members of your party) arising from injuries or death to persons or damage to property caused by the negligent acts or omissions of our Company and/or its employees.

- 17) **Limitation on Liability:** (a) IN THE EVENT YOU ARE INJURED, BECOME ILL, OR DIE, OR YOUR PROPERTY IS LOST OR DAMAGED, WE WILL NOT BE LIABLE TO YOU FOR ANY DAMAGES UNLESS THE OCCURRENCE WAS DUE TO OUR NEGLIGENCE OR WILLFUL FAULT. WE DISCLAIM LIABILITY TO YOU UNDER ANY CIRCUMSTANCES FOR INFLECTION OF EMOTIONAL DISTRESS, MENTAL SUFFERING OR PSYCHOLOGICAL INJURY WHICH WAS NOT: (i) THE RESULT OF PHYSICAL INJURY TO YOU CAUSED BY THE NEGLIGENCE OR FAULT OF A CREWMEMBER OR THE MANAGER, AGENT, MASTER, OWNER OR OPERATOR OF THE SHIP; (ii) THE RESULT OF YOU HAVING BEEN AT ACTUAL RISK OF PHYSICAL INJURY, AND SUCH RISK WAS CAUSED BY THE NEGLIGENCE OR FAULT OF A CREWMEMBER OR THE MANAGER, AGENT, MASTER, OWNER OR OPERATOR OF THE SHIP; OR (iii) INTENTIONALLY INFLICTED BY A CREWMEMBER OR THE MANAGER, AGENT, MASTER, OWNER OR OPERATOR OF THE SHIP. IN NO EVENT WILL WE BE LIABLE TO YOU FOR CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES. (b) WE ASSUME NO LIABILITY IN RESPECT OF THE ACTS OR OMISSIONS OF ANY THIRD PARTY. IN ADDITION TO THE LIMITATIONS OF, AND EXEMPTIONS FROM, LIABILITY GRANTED UNDER THE PASSENGER CONTRACT, WE ALSO RETAIN ANY AND ALL LIMITATIONS OF, AND EXEMPTIONS FROM, LIABILITY ACCORDED TO SHIP-OWNERS AND TOUR OPERATORS BY STATUTE OR RULE OF LAW INCLUDING, WITHOUT LIMITATION, THOSE PROVIDED FOR IN 46 UNITED STATES CODE APP. SECTIONS 30501-30511, WHICH ARE UNITED STATES STATUTES LIMITING THE LIABILITY OF VESSEL OWNERS. (c) TO THE MAXIMUM EXTENT PERMITTED BY LAW, INCLUDING 46 UNITED STATES CODE APP. SECTIONS 30501-30511, YOU, ON BEHALF OF YOURSELF AND ANY AND ALL OF YOUR HEIRS, SUCCESSORS AND ASSIGNS, COVENANT NOT TO SUE OR TO INSTITUTE OR CAUSE TO BE INSTITUTED ANY KINDS OF CLAIM OR ACTION IN ANY FOREIGN, FEDERAL, STATE OR LOCAL AGENCY OR COURT AGAINST US ARISING OUT OF, IN THE COURSE OF, FROM OR ATTRIBUTABLE TO THE CRUISE OR THE PASSENGER CONTRACT.
- 18) **Time Limits for Noticing Claims and Filing and Service of Lawsuits:** (a) IN ANY CASE GOVERNED BY 46 UNITED STATES CODE SECTION 30508, WHICH IS A UNITED STATES STATUTE THAT PERMITS ANY SHIP-OWNER TO LIMIT THE TIME DURING WHICH A PASSENGER MAY FILE A CLAIM OR COMMENCE SUIT AGAINST A SHIP-OWNER, YOU MAY NOT MAINTAIN A LAWSUIT AGAINST US OR THE SHIP FOR LOSS OF LIFE OR BODILY INJURY UNLESS WRITTEN NOTICE OF THE CLAIM IS DELIVERED TO US NOT LATER THAN SIX (6) MONTHS AFTER THE DAY OF DEATH OR INJURY, THE LAWSUIT IS COMMENCED NOT LATER THAN ONE (1) YEAR AFTER THE DAY OF DEATH OR INJURY, AND VALID SERVICE OF THE LAWSUIT ON US IS MADE WITHIN THIRTY (30) DAYS FOLLOWING THE EXPIRATION OF THAT ONE (1) YEAR PERIOD. (b) FOR ALL OTHER CLAIMS, INCLUDING BUT NOT LIMITED TO CLAIMS FOR LOSS OR DAMAGE TO PROPERTY, BREACH OF CONTRACT, ILLNESS OR DEATH OR INJURY, NOT GOVERNED BY 46 UNITED STATES CODE SECTION 183b, YOU MAY NOT MAINTAIN A LAWSUIT AGAINST US OR THE SHIP, NOR WILL WE OR THE SHIP BE LIABLE THEREFORE, UNLESS WE ARE PROVIDED WITH WRITTEN NOTICE OF CLAIM WITHIN THIRTY (30) DAYS AFTER CONCLUSION OF THE CRUISE, THE LAWSUIT FOR SUCH CLAIM IS COMMENCED NOT LATER THAN ONE (1) YEAR AFTER CONCLUSION OF THE CRUISE, AND VALID SERVICE OF THE LAWSUIT ON US IS MADE WITHIN THIRTY (30) DAYS FOLLOWING THE EXPIRATION OF THAT ONE (1) YEAR PERIOD. IN THE CASE OF A CLAIM BY OR ON BEHALF OF A MINOR OR LEGALLY INCOMPETENT PERSON, THE TIME PERIODS DESCRIBED ABOVE SHALL

BEGIN TO RUN ON THE EARLIER OF: (i) DATE OF APPOINTMENT OF A LEGAL REPRESENTATIVE FOR THE MINOR OR LEGALLY INCOMPETENT PERSON, OR THEIR ESTATE (AS THE CASE MAY BE); OR (ii) THREE (3) YEARS AFTER THE DAY OF DEATH, INJURY OR DAMAGE, AS APPLICABLE.

- 19) **Governing Law:** The Passenger Contract is issued in Chicago, Illinois. The Passenger Contract and its interpretation shall, to the maximum extent allowed under the general maritime law of the United States, be governed by and construed in accordance with the general maritime law of the United States; to the extent such maritime law is not applicable, it shall be governed by and construed in accordance with the laws of the State of Illinois.
- 20) **Choice of Forum/Venue:** The parties expressly agree that any and all disputes and matters arising under or in connection with the Passenger Contract or the Cruise shall be litigated in and before the United States District Court located in the County of Cook, Illinois, or as to those lawsuits as to which the Federal Courts of the United States lack subject matter jurisdiction, in the courts of Cook County, Illinois, to the exclusion of all other courts.
- 21) **Arbitration:** You and we agree to submit any dispute that does not arise out of our negligence or willful fault or that is not otherwise governed by 46 United States Code Section 30509 to binding arbitration. The arbitration shall be conducted by the American Arbitration Association in the venue specified in Section 20 above. The decision of the arbitrator shall be final and binding. The arbitrator shall have no authority to award damages exceeding those set forth in this Passenger Contract.
- 22) **Transferability; Separability; Miscellaneous:** Nothing contained in this Passenger Contract shall limit or deprive us of the benefit of the applicable statutes or laws of the State of Illinois or United States of America. This Passenger Contract constitutes the entire understanding and agreement between you and us and supersedes any prior oral, or implied or other agreements between you and us and this Passenger Contract can only be modified by a writing signed by us. The Passenger Contract cannot be transferred by you. Any additions, deletions or other alterations to, or waivers of any term of, the Passenger Contract which are purported to have been made by us and which have not been agreed to in writing by us will not be legally binding upon us. Any provision of the Passenger Contract which is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability and the validity and enforceability of the remaining terms and conditions of the Passenger Contract will not otherwise be affected, nor will the validity and enforceability of such provision be affected in any other jurisdiction.
- 23) **Force Majeure:** Neither you nor us shall be responsible for any loss, damage, delay or failure of performance hereunder arising or resulting from: acts of God; acts of war; perils of the sea; acts of public enemies, pirates or assailing thieves; arrest or restraint of princes, rulers or people, or seizure under legal process (provided bond is promptly furnished to release the vessel); strike or omission; or thing whatsoever beyond the control of you or us. Should either party be unable to perform due to the above, all your deposits and payments will be credited towards a future cruise event to be performed within 12 months of initial cruise date.
- 24) **Legal Authority of Signor:** You represent and warrant to us that you are duly authorized to execute and deliver this Passenger Contract and that this Passenger Contract, when executed, constitutes a binding and legal obligation enforceable against you in accordance with its terms.

PASSENGER

SPIRIT CRUISES LLC

Signature

Michael Bevard

Print Name

Executive Director

Title

Date

2/13/18

Signature

LAUREN Tomlin

Print Name

Account Manager

Title

Date

2/14/18

Please sign above and return all pages of this Passenger Contract in order to secure your space.

