

Columbus *Santa Maria* Use Agreement

Thank you for selecting the Santa Maria for your event. The Base Use Fee is \$250.00 (two hundred fifty) and includes two (2) hours of ship rental for up to 50 (fifty) guests. Please complete the use Agreement and return it with your check or credit card information. Upon the receipt of the completed Use Agreement and your deposit/balance, we will confirm your reservation and forward a receipted copy of the use Agreement to you. Please note the following:

- Payment of the remainder of the use agreement fee must be paid 30 (thirty) days prior to the event. With this payment please include the additional fee of \$1 per person over the 50 (fifty) person basic charge.
- Additional hourly rent at the rate of \$100 (one hundred) per hour applies. Should your event run over the allotted time you will be billed accordingly at the \$100 per hour rate.
- Should it be necessary to cancel your reservation, CSMI will refund 50% (half of total user fee) of the User fee if the cancellation is within 30 days. If it is more than 30 days before the event, CSMI will refund 50 % (half of the deposit) of the deposit amount.
- In the event of rain, we provide a canvass cover for the main deck and there are other covered areas on the ship. Because of the nature of the ship, we cannot guarantee protection against inclement weather so you will need to plan accordingly. A new date due to inclement weather can be scheduled at our mutual convenience with no loss of user fees. Our usual cancellation terms and conditions apply.
- No open flame or smoking permitted on board the Santa Maria.

We hope you enjoy your special event aboard the Santa Maria. Please call our office for additional information regarding setup, catering or any additional needs you may have.

Terms and Conditions

- **Usage Fee:** Based upon a minimum of two (2) hours, including one-half (1/2) hour before scheduled event and one-half (1/2) hour after the scheduled event; usage fee (50 % deposit) must be paid immediately upon approval and acceptance of this "Agreement" by Columbus Santa Maria Inc. (CSMI). Usage fee (deposit) is one-half (1/2) the total amount of the rental. Balance due thirty (30) days prior to the event. Events booked within thirty (30) days of scheduled date must be paid in full upon booking.
- **Cancellations:** If an organization/individual cancels an event within thirty (30) days or less of scheduled date, CSMI shall retain the fifty percent (50%) deposit. If the organization cancels the event more than (30) days prior to scheduled event CSMI will retain fifty percent (50%) of the deposit as full and complete liquidated damages, and the balance of the usage fee shall be refunded to the organization / individual.
- **Caterer:** CSMI must approve any caterer selected by the organization/individual prior to any engagement of the caterer by the organization/individual. The caterer and organization/individual shall be subject to the rules and regulations of CSMI governing food preparation and service, alcoholic beverages and clean up.
- **Guests:** the organization/individual covenants and agrees that the scheduled event for the Santa Maria is a private party for invited guests only and that members of the public shall not be permitted. The organization/individual shall take all actions necessary to insure that participation in the event is limited to invited guests.

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- **Alcoholic Beverages:** No sale of alcoholic beverages (beer, wine, spirituous liquor, mixed drinks or other beverages containing alcohol) is permitted on the Santa Maria or in Battelle Park. All alcoholic beverages shall be for invited guests only and must be served and consumed on the Santa Maria. No alcoholic beverage shall be served, consumed, possessed or transported by any person in Battelle Park. The organization/individual acknowledges that service, consumption or possession of alcoholic beverages in Battelle Park is expressly prohibited by the codified ordinances of the City of Columbus. If any alcoholic beverage is to be used by the organization/individual in connection with an event, the organization/individual shall solely be responsible for insuring that all alcoholic beverages are served and consumed on the Santa Maria, and that, all trash, container, glasses, cups used in connection with such a service be removed from the ship and Battelle Park by the caterer or organization/individual on the completion of the event.
- **Services by CSMI:** Electric power, water, and Porta-John lavatory facility (additional facilities charged to the event at the organization/individual's expense)
- **Battelle Park Use Permit:** The organization/individual shall be responsible for obtaining from the Columbus Recreation and Parks Department any permit required by the ordinances and regulations of the City of Columbus for activities in Battelle Park in connection with its event.
- **Laws and Regulations:** The organization/individual agrees to observe and comply with all federal, state or municipal statutes, ordinances and regulations applicable to the Santa Maria and/or Battelle Park.
- **Rules and Regulations:** The organization/individual acknowledges receipt of the CSMI rules and regulations governing events on the Santa Maria and in parts of Battelle Park leased by CSMI from the City of Columbus, and agrees to observe and comply, and to cause its guests, officers, agents and employees, and the caterer (and its officers, agents and employees) to observe and comply with such rules and regulations.
- **Indemnifications:** The organization /individual agrees to, and shall, indemnify and hold harmless CSMI and the city of Columbus, and their respective directors, trustees, officers, employees, volunteers and agents, against and from all claims, liabilities, obligations, damages, penalties, fines, costs and expenses, including court costs, litigation preparation and discovery expenses and reasonable attorney fees and expenses, paid, suffered or incurred by them, or any of them, as a result of any breach of any provision of this Agreement by the organization or its directors, trustees, officers, employees, agents, invitees or guests, or arising from the use of the Santa Maria and/or Battelle park \or the conduct of the organization/individual's event thereon, or resulting from an act, inaction, negligence or conduct of the organization or its directors, trustees, officers, employees, agents, invitees or guests. Further, CSMI and the City of Columbus, and their respective directors, trustees, officers, employees, volunteers and agents shall not be liable for any loss, injury or damage to person or property, including the loss of use thereof, of the organization or its directors, trustees, officers, employees, agents, invitees or guests, resulting from any cause, act. inaction, negligence or conduct whatsoever.

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The renting person or organization hereby acknowledges receipt of these terms and conditions for rental and usage of the Santa Maria and agree to observe and comply with all federal, state, and municipal statues, ordinances and regulations applicable to such usage and to cause the same observance and compliance from its guests, service providers and employees.

Renting Person or Organization:

Signed: _____

Print Name: _____

Title: _____

Date: _____

Approved and Accepted:

Columbus Santa Maria, Inc. _____

Signed: _____

Print Name: _____

Title: _____

Date: _____

RENTAL INFORMATION

Person or Organization Name: _____

Address: _____

City, State Zip: _____

Contact Name: _____

Telephone: _____

Rental Date: _____

Rental Time: _____

DEPOSIT INFORMATION

Total Deposit: _____

Balance Due: _____

Balance due 30 days prior to event or must be paid in full.

PAYMENT INFORMATION

Visa

Mastercard

Card Number: _____

Expiration Date: _____/_____

Mail To: Columbus Santa Maria Inc.
1111 East Broad Street LL
Columbus, OH 43205

Charge Amount: \$ _____