

POE Productions, LLC
615 Emerson Street * Fremont, CA 94539 * 510-657-2121
Ship Charter Agreement

On this date _____, this agreement is made between _____ (*Lessee*) and POE Productions, LLC (*POE*).

A 50% **Deposit** of \$ _____ is required at time of reservation to secure the chartered dates.

A **Damage Deposit** in the amount of \$ _____ shall be paid at the time of delivery and will be returned within 24 hours of the conclusion of the event, if no damage has occurred.

Cancellation: All cancellations must be made seven days prior to the planned delivery date. The full amount of the deposit will be forfeited if cancellation is made within 48 hours of your event.

Balance of \$ _____ is due at time of delivery. Delivery charges have been calculated in the charter fee.

Daily Charter constitutes AM delivery on day of event or _____. Pickup time is approximately 12 hours later.

Weekend Charter constitutes AM delivery on day of event or _____. Pickup time is approximately 36 hours later.

This ship may not be used in a parade or pulled by any unauthorized vehicle.
Lessee is responsible for any required permits or permissions to moor the ship for said amount of time.

Insurance: Lessee shall provide POE with comprehensive liability insurance for the event from the time the ship is delivered to your location until the ship is picked up, in amounts and form reasonably satisfactory to POE and insurance companies that POE does not find reasonably objectionable. Said insurance shall include bodily injury/property damage in the amount of not less than \$1,000,000. POE Productions, LLC shall be named additional insured in said policy, and the policy shall provide that the same shall not be cancelled without written notice to POE. The Lessee shall deliver to POE a certified copy of said policy of insurance or certificate of insurance not later than 14 days prior to the day of the event. In addition to the above language requiring comprehensive general liability insurance, Lessee hereby agrees to indemnify and defend POE and all of its employees, officers, and agents whether covered by insurance or not, and to hold all of them harmless from and against any and all claims for liability and damages, costs, expense (including expenses of litigation and all claims for liability and attorney's fees) arising out of or in any way connected with the uses of POE's property, trucks, personnel, and materials and/or arising out of the Lessee's event or the staging of or disbanding of the event, from the time when the ship is delivered until the ship is picked up at your event, whether such claims are caused in whole or in part by the negligence, strict liability or fault of POE, its employees, officers or agents.

Insurance Company _____ **Phone #** _____

Lessee shall take full responsibility for allowing patrons on deck using common sense.

Name of Organization _____

Authorized person (printed) _____

Authorized person (signature) _____

Title _____

Phone number: _____ FAX: _____ Email: _____

Address _____

Delivery address _____

On-Site contact name _____ Phone _____