

Stanwood  **Camano**
★ ★ ★ School District

TO : BOARD OF DIRECTORS
FROM : GARY PLATT, EXECUTIVE DIRECTOR – BUSINESS SERVICES
SUBJECT : STANWOOD HIGH SCHOOL PROM CONTRACT
DATE : SEPTEMBER 17, 2013
TYPE : ACTION NEEDED



Attached is a contract with Royal Argosy to provide a dinner cruise for the Stanwood High School senior prom on May 3, 2014. This cost for this event is paid by the Stanwood High Associated Student Body (ASB) Fund. Students are charged a fee for participation in the event that is intended to fully fund all costs. The student fees are deposited into the senior class account and the payment is issued from this account.

Recommendation:

We recommend the board *move to approve the attached agreement with Royal Argosy.*



STANWOOD HIGH SCHOOL

Christine Gruver, Principal
Tod Klundt, Assistant Principal/Activities Director
Tom Wilfong, Assistant Principal/Athletic Director
Kevin Plambeck, Career/Tech Ed Director

Memorandum

To: Stanwood-Camano School Board of Directors

Fr: Tod Klundt

Re: Approval of Stanwood High School Senior Class Prom with Royal Argosy.

Date: September 9, 2013

The Stanwood High School Senior Class would like to hold its annual Senior Prom Dance on a Royal Argosy Cruise in Seattle, WA.

This event is scheduled to occur on May 3, 2014. The cost of this activity will be fully funded by the class of 2014 through fundraising activities and tickets purchased by attendees.

Recommendation:

The Stanwood High School Administration recommends that the Stanwood-Camano School District Board of Directors approve the above listed event with Royal Argosy.



Royal DDS, LLC dba Royal Argosy
 1101 Alaskan Way, Ste#201
 Seattle, WA 98101
 (206) 623-1445 phone
 (206) 623-5474 fax
 TID# 91-2042251

PO#/Ref#			
Todd Lundt Stanwood HS Prom	Contract No: 221760-1 Date: 06/23/13		
Cruise Date: Saturday, May 3, 2014 Vessel: Royal Argosy-Entire Boat Depart From: Pier 55 Return To: Pier 55 Event: Stanwood HS Prom	Set up time: 7:30 pm Dockside Begins: 8:30 pm Sailing Time: 9:00 pm Return Time: 12:00 am Guaranteed Minimum: 300		
Description	Unit Price	Quantity	Amount
Royal Argosy Dance Package (non alcoholic and non smoking event)	53.00	300	15,900.00 15,900.00
TERMS OF CONTRACT			
Deposit and signed contract are required to confirm this reservation. Prior to receipt of signed contract and deposit, if another inquiry is received, you will be given 24 hours to confirm your reservation. Any catering, entertainment or bar items added after this contract will require immediate payment to confirm. The entire balance is due, on all services, 60 days prior to cruise date. Final invoice for food and bar packages will be based on guarantee which is due 10 FULL WORKING DAYS prior to cruise date. Invoice will be adjusted if onboard count is greater than guaranteed count. A combined invoice will be mailed 10 days after cruise and any remaining balance is due within 10 working days.			
ROOM MINIMUMS:			
CANCELLATION POLICIES:			
Deposits are not refundable 60 days or greater-loss of 50% of Charter rate 60 days or less- loss or 100% of Charter Rate Catering must be cancelled 10 working days prior to cruise or will be due in full.			
NO OUTSIDE BEVERAGES ALLOWED.SMOKING ON ARGOSY VESSEL IS NOT PERMITTED.			
Deposits:	Initial Deposit	-	end of Sept 2013
	Balance		10%
			day of cruise

Peter Robinson,
Sales
06/23/13
Date
Patron Signature
Date

Please read, sign, and return this agreement with your deposit.
**** We appreciate your business! Thank you. ****

TERMS AND CONDITIONS

1. Payment and signed Charter contract are required to bring an agreement into effect and to secure a reservation. Cancellations eight (8) weeks or greater from the intended departure date will result in a retention by Argosy of 50% of the charter rate and cancellations within eight (8) weeks prior to the intended departure date will result in a retention by Argosy of the full charter amount as liquidated damages. Customer acknowledges that this is a fair estimate of the damages that Argosy will incur as a result of cancellation, which otherwise would be difficult to ascertain precisely in advance.
2. If the place of embarkation or final embarkation is at a location other than the Vessel's homeport, the Customer shall pay all additional costs for docking, permits, and positioning the Vessel from and returning the Vessel to its home port. Customer shall pay all the costs for docking and permits at interim stops in the itinerary.
3. Customer shall place a representative at the embarkation point at least 30 minutes before the agreed embarkation time, who shall direct passengers and assist in the embarkation as directed by the Captain. Customer shall ensure that it and all passengers have left and their property has been removed from the Vessel within thirty minutes after the Vessel docks for final disembarkation, failing which Customer shall pay all extra expenses incurred thereby. As used in this Charter, 'passengers' included adult and child passengers, entertainers, caterers, and their employees, security officers, and Customer's other guests, agents, representatives, and hires.
4. The Argosy's boarding gangway count of passengers shall be binding on the parties. Customer shall ensure that all passengers near or aboard the Vessel conduct themselves in a safe, sober, and responsible manner. The Captain of the Vessel shall at all times have complete control of the Vessel and all equipment on board her, and complete authority over the conduct of all individuals on board her. Customers shall obey and instruct all passengers to obey all orders of the Captain while near or on the Vessel.
5. There shall be no swimming from the Vessel, and Customer shall inform all passengers of this rule. Customer acknowledges that Argosy and the Vessel have a Class H liquor license issued by the State of Washington. Customer shall ensure that no passenger engages in any conduct which would cause a violation of any of the federal or state treaties, laws, statutes, or regulations, including, without limitation, those regarding liquor sales, distribution, or consumption, or which would otherwise jeopardize Argosy's liquor licenses (including without limitation, WAC 314-16-125). Argosy shall provide all alcoholic and non-alcoholic beverages dispensed or consumed aboard the Vessel. Neither the Customer, any caterer, nor any other passengers may bring any beverages aboard the Vessel. All passengers who receive or consume liquor aboard the Vessel must be twenty-one (21) years of age and have proper, valid, and current photographic identification. Alcohol service aboard the Vessel will terminate 15 minutes prior to docking for final disembarkation. Argosy encourages the use of designated drivers when liquor is served on board. Please contact the Argosy office for further information on conducting a safe party. Customer shall ensure that neither they nor any passengers shall bring, possess, use or consume on board and firearms, fireworks, explosives, or hazardous, substances, or any illegal drugs, drug paraphernalia, or alcohol.
6. Neither the Customer or any passenger may bring aboard the Vessel any table, chair, furnishings, fixtures, heavy musical instruments, or decorations (crape paper, glitter, confetti, hay, popcorn or anything of this nature) without approval or Argosy, and customer shall inform all passengers of this rule. Customers or its caterers shall clean up all its food remnants. Customer shall pay the cost of repairing or replacing all property damages, destroyed or lost by Customer or any passengers. A damage deposit may be required by Argosy, and if so, it shall be applied to extra clean up, to repair damage that is more than what would be expected for ordinary wear and tear, to replace equipment that is lost or destroyed by Customer or passengers, and to other damages incurred by Argosy as a result of Customer's breach of this Charter. Customer shall remain liable for the full amount of such clean up, repair, replacements, and damages.
7. If customer uses a caterer that is not an Argosy preferred caterer, there will be a charge of \$6 per person or \$300, whichever is greater, to cover the administrative cost of having an event with an Argosy non-preferred caterer.
8. Customer shall indemnify and hold harmless Argosy, its shareholders, officers, directors, employees, and agents, and the Vessel from all liabilities, liens, forfeitures, causes of action, other claims and destruction, loss or damage to the Vessel, its equipment, and any other property (and all attorney's fees, court costs, and other expenses related thereto) caused by, arising out of, or in any way incidental to the charter of the Vessel, except as such may be the result of the sole negligence of Argosy.
9. Argosy shall be at liberty to deviate to assist other Vessels or persons in distress in an effort to preserve life or property, and to otherwise deviate from the intended itinerary or put back to port for any reason that the Captain deems justified. Argosy shall be entitled to all salvage awards earned by the Vessel. Argosy shall not be liable to the Customer, any passenger, or any other for any destruction, loss, damage, liability or claim to the extent it arises out of the fog, storm or other inclement weather, and act of God, and act of war, and act of any governmental authority, riot, civil disobedience, strike, lockout or other labor disturbance, fire, and any other cause beyond reasonable control of Argosy. Argosy shall not be liable for any failure to perform under this Charter for any such reason, which the Captain, in the exercise of his sole discretion, deems sufficient to cause an alteration or cessation of performance of this Charter.
10. If Customer breaches this Charter, Argosy may withdraw the Vessel from service, and return to the final port of disembarkation, offset a claim for damages against the deposits, and may file a lawsuit for damages, or any one or a combination of the foregoing. In any dispute hereunder, the prevailing party shall be entitled to an award of reasonable attorneys' fees and expenses in connection therewith.
11. This Charter shall be constructed in accordance with the federal maritime laws of the United States of America.