

GO RIO™



SAN ANTONIO  
RIVER CRUISES

# PRIVATE CHARTER & DINNER CRUISE INFORMATION PACKET

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Create your own San Antonio River Walk experience with a GO RIO charter excursion. Customize your special event to fit your needs!

Make your next cocktail hour one to remember! Sip and cruise along the San Antonio River Walk while enjoying pre-ordered beverages. Choose between beer, wine, canned cocktails, sodas and so much more!

Take in the sights and sounds along the iconic San Antonio River Walk while enjoying food and drinks from your favorite River Walk restaurant. GO RIO will transform their boat to include table and chairs for you and your guests, the perfect setting to experience a night on the town.

Book a private Narrated Cruise just for you and your guests. Experience an enchanting journey through San Antonio's rich history, culture, architecture, and timeless charm. Ask about booking your cruise completely in Spanish!

# INQUIRY FORM

Please fill out the form below for us to check for availability.

**NOTE: This DOES NOT guarantee your date/event.**

Company Name
Client Name
Billing Address (Street, City, State, Zip Code)
Phone number(s)
Email
Date of Event
Point of Contact (Person who will be available to contact the day of the event & who will be attending the event)
Day-of Phone Number (This is a mobile number for the point of contact listed above)

**\*Important: The Point of Contact listed above understands our policies outlined in our Terms & Conditions on page 12. and agrees to be billed for any overtime. This person will be asked to sign a cruise report on-site at the time of your event.**

Number of guests*
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**\*Please note that the number of people must include musicians, videographers, etc on board.**

Are you or your guests in need of an ADA accessible ramp? (Circle One) Yes   No
Are you in town for a convention? If so, which one?

FORM CONTINUES ON NEXT PAGE.

## USE THIS SECTION FOR RIO ON DEMAND ,TOUR or CRUISE

Start and End Time
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Cruise Path (Circle One) DOWNTOWN REACH ONLY   MUSEUM REACH ONLY   COMBINATION OF THE TWO*
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\*Please note an additional hour is needed; refer to pricing guide on page 8.

Pick up Location
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Drop off Location
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Are you including a Beverage Bar To-Go? (If yes, please attach and fill out Beverage Bar form on page 5 when submitting)
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## USE THIS SECTION FOR COCKTAIL & DINING EVENTS

Boat Configuration Circle One / refer to page #... for boat configuration) DINNER   COCKTAIL   BISTRO
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Start and End Time*
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\*Please keep in mind that the first 15 minutes are used for restaurant set-up and the last 15 minutes are used for restaurant clean-up.

Cruise Path (Circle One) DOWNTOWN REACH ONLY   MUSEUM REACH ONLY   COMBINATION OF THE TWO* <small>*Please note an additional hour is needed; refer to pricing guide on page 8.</small>
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The Downtown Reach encompasses the center of San Antonio (downtown) with a wide variety of restaurants, theaters and the beautiful San Antonio River Walk. The Downtown Reach is from Lexington to Nueva St. The Museum Reach is north of downtown, and a great way to explore a quieter side of the river. The Museum Reach begins at Lexington and runs all the way up to The Pearl.

Chosen Cater (Please refer to page for list)
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Pick up Location
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Drop off Location
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If your party is TAX EXEMPT, please provide a copy of your TEXAS Tax-Exempt form when submitting your Inquiry form.

**NOTE: Submitting this inquiry form DOES NOT guarantee your date/event. Events are booked only after a signed contract is submitted and payment made in full and on file with the GO RIO Sales and Reservations Department.**

# GO RIO DINNER AND COCKTAIL CRUISE

## APPROVED CATERERS

With many restaurants to choose from, GO RIO's Dinner and Cocktail Cruises are one of the most enjoyable experiences along the San Antonio River Walk. Food and beverages must be provided by a restaurant or catering company. You may not provide your own food. The following restaurants currently participate in GO RIO Dinner and Cocktail Cruises.

Contact GO RIO for availability and then reach out to your favorite restaurant from the below list to plan your special dinner or cocktail cruise. Confirm with your restaurant if they'd prefer to reserve the boat for you.

### ACENAR

Email: gus@acenar.com  
Phone: (210)222-2362

### BIGA ON THE BANKS

Email: teresa@biga.com  
Email: perney@biga.com  
Phone: (210)225-0722

### BLACK TIE AFFAIRS CATERING

Email: noe@blacktieaffairscatering.com  
Phone: (210)226-9881

### BOUDROS

Email: jessica@boudros.com  
Phone: (210)224-1313

### BUBBA GUMP SHRIMP CO.

Email: sveltana.barnes@ldry.com  
Phone: (832)657-4707

### CASA RIO

Email: Lcameron@casario.com  
Phone: (210)686-5670

### CLUB GIRAUD

FOR PRIVATE MEMBERS ONLY

### HARDROCK CAFE

Email: Deisey.Guerra@hardrock.com  
Phone: (210)800-8245

### HILTON PALACIO DEL RIO

Email: jubana.bulas@hilton.com  
Phone: (210)270-0752

### HOLIDAY INN RIVERWALK

Email: estella.delgado@igh.com  
Phone: (210)272-1519

### LANDRY'S SEAFOOD HOUSE

Email: lberkowitz@ldry.com  
Phone: (609)216-3221

### THE LITTLE RHEIN PROST HOUSE

Email: events@maddogs.net  
Phone: (210)729-9978

### MAD DOGS BRITISH PUB RIVERWALK

Email: events@maddogs.net  
Phone: (210)729-9978

### MARRIOTT RIVERWALK HOTEL

Email: jaime.zamora@marriott.com  
Phone: (210)228-4335

### MOKARA HOTEL & SPA

Email: mcastillo@omnihotels.com

### OMNI LA MANSION DEL RIO

Email: mcastillo@omnihotels.com

### ON THE BEND OYSTER BAR & CIGAR LOUNGE

Email: events@maddogs.net  
Phone: (210)729-9978

### SIGNATURE CATERING

Email: sales@signaturecateringinc.com  
Phone: (210)701-7070

### THE RIVER'S EDGE CAFE

Email: jubana.bulas@hilton.com  
Phone: (210)270-4955

### TRE TRATTORIA

Email: mercedes@jasondady.com  
Phone: (210)289-4955

### RANGE

Email: mercedes@jasondady.com  
Phone: (210)289-4955

### REPUBLIC OF TEXAS

Email: events@rpt-sa.com  
Phone: (830)446-3358

### PAESANOS

Email: miked@joesfood.com  
Phone: (210)226-8490

### ZOCCA

Email: Tracy.Jacaman@westinriverwalk.com  
Phone: (210)444.6050

### IRON CACTUS

Email: ckeeler@ironcactus.com  
Phone: (210)224-9835

# SIP AND CRUISE BEVERAGE BAR

## ORDER FORM

Pre-order beverages to be included during your private charter excursion. Please fill out the order form below, Circling the product desired and writing the quantity. . . (Disclaimer: If products are not in stock they will be replaced with a drink of equal or lesser value without notice. No outside beverages are allowed.) Beverage order must be submitted at least 14 business days prior to the date of the event.

EVENT NAME	EVENT DATE
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**ITEM** **COST** **QTY** **TOTAL**

### CANNED BEER, SELTZERS AND CIDERS

CIDERS 12 OZ	AUSTIN EASTCIDERS-PINEAPPLE	ANGRY ORCHARD	\$6.50 x		=
SELTZERS	WHITE CLAW	TRULY	\$6.50 x		=
HARD BEVERAGES 24 OZ	TWISTED TEA	TOPO CHICO	\$9.00 x		=
DOMESTIC 24 OZ	MICHELOB ULTRA	SHINER	\$9.00 x		=
CRAFT 12 OZ	BLUE MOON	SHINER SEASONAL	KARBACH HOPADILLO	\$6.00 x	
MEXICAN 24 OZ	CORONA	CORONA PREMIER	DOS XX	MODELO	\$9.00 x
DOMESTIC 16 OZ	BUD LITE	COORS LITE	MICHELOB ULTRA	\$6.00 x	=
MEXICAN 16 OZ	DOS XX	MODELO	\$6.00 x		=

### CANNED COCKTAILS

MPACT HURRICANE	\$9.00 x		=
MPACT MARGARITA	\$9.00 x		=

### CANNED WINE

HOUSE RED	\$12.00 x		=
HOUSE CHARDONNAY	\$12.00 x		=
HOUSE BUBBLES	\$12.00 x		=

### NON-ALCOHOLIC

PEPSI	\$4.00 x		=		
DIET PEPSI	PEPSI ZERO	\$4.00 x	=		
MOUNTAIN DEW	STARRY	\$4.00 x	=		
BIG RED	DR. PEPPER	\$4.00 x	=		
TOPO CHICO	TOPO CHICO LIME	\$4.00 x	=		
AQUAFINA (NO TAX)	\$4.00 x		=		
LIFE WATER (NO TAX)	\$5.00 x		=		
GATORADE ZERO CHERRY	\$4.00 x		=		
GATORADE	FRUIT PUNCH	GLACIER FREEZE	LEMON LIME	\$4.00 x	=
ROCKSTAR ENERGY	FRUIT PUNCH	SILVER ICE	\$5.00 x	=	
RED BULL	ORIGINAL	BLUE	COCONUT	\$7.00 x	=
RED SUGAR FREE	RED	SUGAR FREE	YELLOW	\$7.00 x	=
PROPEL KIWI STRAWBERRY					
APPLE JUICE	\$5.00 x		=		
DOLE LEMONADE	PURE LEAF SWEET TEA	\$4.00 x	=		
GATORADE WATER	\$5.00 x		=		

### ADDITIONAL

4X6 SARAPE BLANKET (ASSORTED COLORS)	\$18.99 x		=
GO RIO KOOZIES	PONCHOS	\$5.00 x	=

CONFIRMATION #	DISPATCH ID	SUBTOTAL =
*ALL GUESTS MUST BE 21 AND OLDER TO CONSUME ALCOHOLIC BEVERAGES. PLEASE BRING ID.	CLIENT INITIALS	PLUS TAX (8.25%) =
		GRAND TOTAL =

# Premium Beverage Services

Sip and Cruise! Pre-order beverages to be included during your private charter excursion.  
Please fill out the order form below.

(Disclaimer: If products are not in stock they will be replaced with a drink of equal or lesser value without notice. No outside beverages are allowed. )

Premium Beverage Services must be submitted at least 14 business days prior the date of the event.

EVENT NAME	EVENT DATE
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**Premium Beverage Service Fee:  
\$25 per hour for every 10 guests**

		Cost per Bottle
Champagne Nicolas Feuillatte Reserve Exclusive Brut	France 2021	\$100
SALDO Red Blend or Chenin Blanc or Zinfandel	California 2021	\$112
Orin Swift Mannequin Chardonnay	California 2021	\$100
Patz & Hall Pinot Noir or Chardonnay	Sonoma Coast 2018	\$127
My Favorite Neighbor Cabernet Sauvignon	California 2021	\$108

## Self-Service Options:

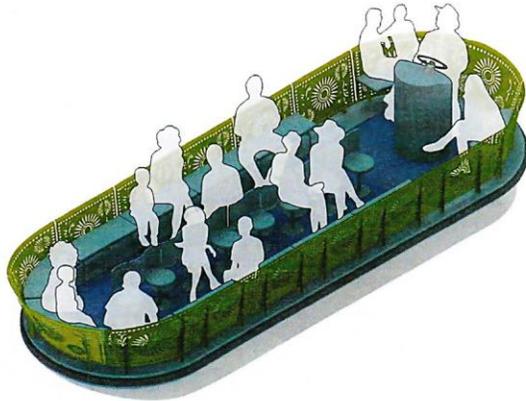
Please ask for any seasonal off-menu wines we may be offering. Orange juice may be added onto wine service. Wine can be chilled upon request.

<b>Mimosa Package</b>	6 Orange Juice Bottles Ice Bucket and Scoop 6 Flutes	\$35
<b>Wine Spritzer Package</b>	Citrus and Mint Garnishes, 6 Sparkling Waters Ice Bucket and Scoop 6 White Wine Glasses	\$35

CONFIRMATION #	DISPATCH ID	<b>SUBTOTAL =</b>
*ALL GUESTS MUST BE 21 AND OLDER TO CONSUME ALCOHOLIC BEVERAGES. PLEASE BRING ID.	CLIENT INITIALS	<b>PLUS TAX (8.25%) =</b>
		<b>GRAND TOTAL =</b>

# BOAT CONFIGURATIONS

Whether you're hosting a cocktail hour or dinner cruise, GO RIO will transform their boats to accommodate your specific needs! The seating can be configured to mimic a large dinner table, bistro style (small tables that seat up to 4 people), cocktail or a standard River Tour. Please view the boat configurations below.

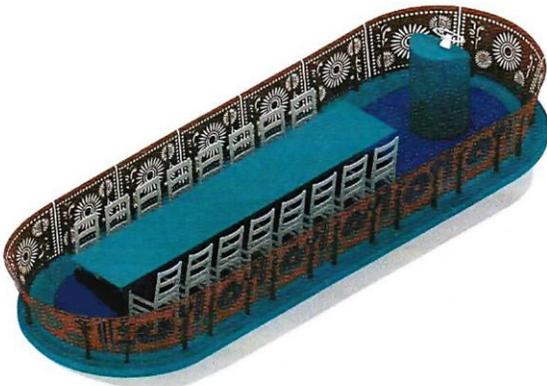
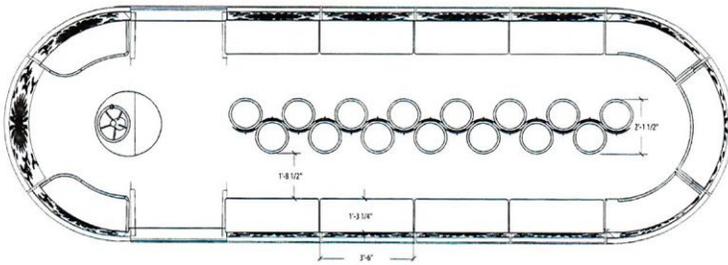


## RIVER TOUR

**Capacity**  
35

**Accessories**  
Perimeter seating/back-to-back seating

**Space/Person**  
Assigned

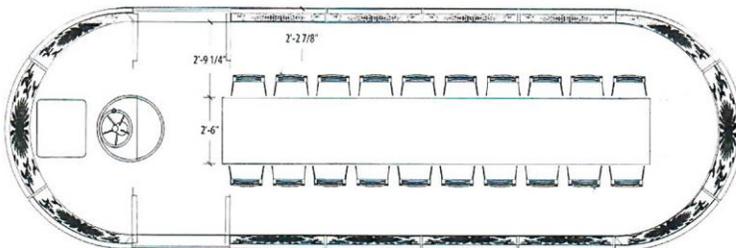


## DINNER CRUISE

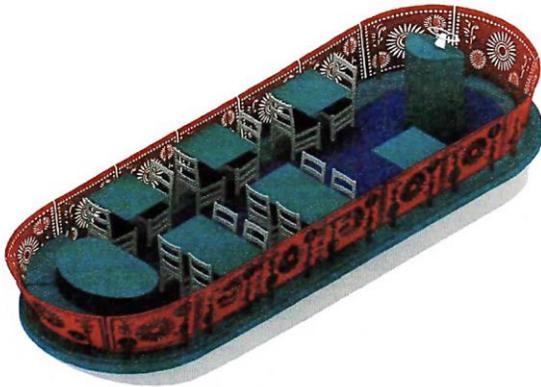
**Capacity**  
20 (16-18 recommended for comfort)

**Accessories**  
(1) Large table with maximum of 20 chairs

**Space/Person**  
Assigned



# BOAT CONFIGURATIONS

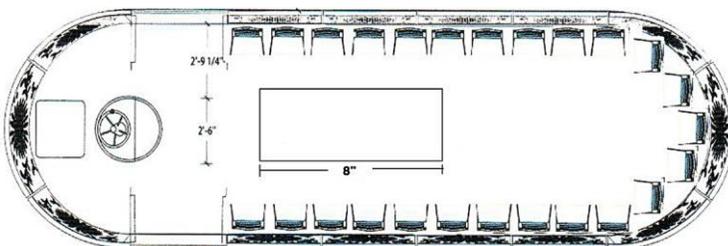
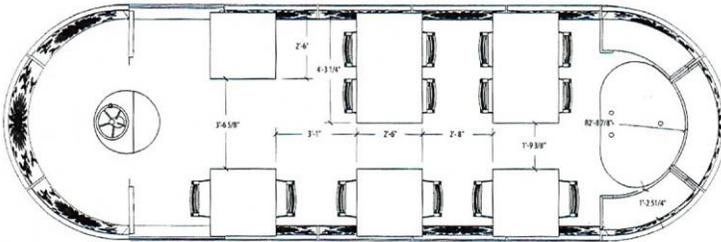


## BISTRO CRUISE

**Capacity**  
18

**Accessories**  
Two tables that seat up to 4, three tables that seat up to 2 and an end bench that seats up to 4

**Space/Person**  
Assigned



## COCKTAIL CRUISE

**Capacity**  
25

**Accessories**  
(1) 8 ft table & 25 chairs

**Space/Person**  
Assigned

# PRICING GUIDE

## **Tour Charter: Downtown Reach Only**

Includes pickup & drop off. Requires a booking arrangement of one hour. Passengers on board for approximately 50 Minutes. Seats 32 guests comfortably, 35 max

Cost per boat: Non-Peak Time \$180 / Peak Time \$230

## **Tour Charter: Museum Reach Only**

Includes pickup & drop off. Requires a booking arrangement of one hour. Passengers on board for approximately 50 minutes. Seats 32 guests comfortably, 35 max.

Cost per boat: Non-Peak Time \$180 / Peak Time \$230

## **Tour Charter: Combination Downtown Reach & Museum Reach**

Includes pickup & drop off. Requires a booking arrangement of an additional hour to complete the Downtown Reach and Museum Reach, passengers on board for approximately 110 Mins. Seats 32 guests comfortably, 35 max.

Cost per boat: Non-Peak Time \$360 / Peak Time \$460

## **Cocktail Charter: Downtown Reach Only**

Includes set up, pick up, drop off & tear down. Most restaurants/caterers require a booking arrangement of one hour minimum, please allow 15 minutes for set up and 15 minutes for tear down. We recommend at least 1.5 hours for the best experience. Seats 25 guests max.

Cost per boat: Non-Peak Time \$180 / Peak Time \$230

## **Cocktail Charter: Museum Reach Only**

Includes set up, pick up, drop off & tear down. Most restaurants/caterers require a booking arrangement of one hour minimum, please allow 15 minutes for set up and 15 minutes for tear down. We recommend at least 1.5 hours for the best experience. Seats 25 guests max.

Cost per boat: Non-Peak Time \$180 / Peak Time \$230

## **Cocktail Charter: Combination Downtown Reach & Museum Reach**

Includes set up, pick up, drop off & tear down. Most restaurants/caterers require a booking arrangement of one hour minimum, please allow 15 minutes for set up and 15 minutes for tear down. This option requires an additional one hour booking arrangement to complete the cruise path with guests on board for approximately 1 hour and 30 minutes. Seats 25 guests max.

Cost per boat: Non-Peak Time \$360 / Peak Time \$460

## **Dinner Charter: Downtown Reach Only**

Includes set up, pick up, drop off & tear down. Most restaurants/caterers require a booking arrangement of two hours minimum, please allow 30 minutes for set up and 30 minutes for tear down. Seats 16 guests comfortably, 20 max.

Cost per boat: Non-Peak Time \$ 360 / Peak Time \$460

## **Dinner Charter: Museum Reach Only**

Includes set up, pick up, drop off & tear down. Most restaurants/caterers require a booking arrangement of two hours minimum, please allow 30 minutes for set up and 30 minutes for tear down. Seats 16 guests comfortably, 20 max.

Cost per boat: Non-Peak Time \$360 / Peak Time \$460

## **Dinner Charter: Combination Downtown Reach & Museum Reach**

Includes set up, pick up, drop off & tear down. Most restaurants/caterers require a booking arrangement of two hours minimum, please allow 30 minutes for set up and 30 minutes for tear down. This option requires an additional one hour booking arrangement to complete the cruise path with guests on board for approximately two hours. Seats 16 guests comfort

Cost per boat: Non-Peak Time \$540 Peak Time \$690

# PRICING GUIDE

## PEAK/NON-PEAK

Non-Peak Rates apply Monday –Friday ending by 5:30pm. Peak Rates apply Monday-Friday starting at 5:30pm and ALL DAY Saturday, Sunday, and Holidays.

**PLEASE NOTE:** Additional event time may be required for catered events requiring passenger pick up or drop off at docks other than the set-up location. Cost in half hour increments of \$90 Non-Peak Time or \$115 Peak Time.

It is prohibited for the boat to remain stationary for more than 30 minutes with or without loaded guests; therefore, late arriving guests may experience a departed or possibly cancelled cruise. The boat captain will follow the Narrated Tour route for all Private Cocktail/Dining cruises unless directed otherwise in writing on the cruise's charter slip by the party representative the day of the event.

## RIO ON DEMAND

Guests can arrange for a shuttle service at a specifically contracted time for pick up and drop off at pre-arranged locations. This does not include a narrated tour. Due to pre-arranged scheduled obligations, the boat cannot sit at the dock for any period. The entire group of guests must be ready to load by the scheduled pick-up time. No additional ticket purchases or refunds are allowed on/or after the booking date.

Transportation Service: \$21.50 per person

\*Minimum of 20 people

For the shuttle service to benefit your party, the following rules and procedures must be followed:

- All guests must arrive at the assigned dock 15 minutes prior to scheduled pick up time.
- Boat must be ready to board and depart at the designated time on the contract.
- Travel time between destinations will vary depending on river traffic, time of day and distance traveled. For everyone's safety, passengers must remain seated until the boat is tied down at its destination and the boat captain gives the approval to unload.

# GRATUITY INFORMATION

If you are booking through a cater, most restaurants typically do not collect gratuity for distribution to our boat captains. If you'd like to leave gratuity for them, please fill out the Credit Card Authorization Form found on page 11! If you are directly booking with us, you may indicate a gratuity amount on the Credit Card Authorization Form.

## GRATUITY RECOMMENDATIONS PER HOUR

Dining Cruises are booked at a two-hour minimum

### DURING NON-PEAK TIME

15% One Hour: \$27/ Two Hours: \$54

18% One Hour: \$32.40/ Two Hours: \$64.80

20% One Hour: \$36/ Two Hours: \$64.80

25% One Hour: \$45/ Two Hours: \$90

### DURING PEAK TIME

15% One Hour: \$34.50/ Two Hours: \$69

18% One Hour: \$41.40/ Two Hours: \$82.80

20% One Hour: \$46/ Two Hours: \$92

25% One Hour: \$57.50/ Two Hours: \$115

# DÉCOR POLICY

Make your charter experience one they'll never forget! Decorations are permitted to personalize your event. To ensure we have a safe and enjoyable ride, please review the décor policy below. If you have any questions, please reach out the Sales and Reservations Department. .

## PROHIBITED ITEMS INCLUDE, BUT ARE NOT LIMITED TO:

- Latex balloons that impede driver vision.
- Silly-string, glitter, confetti, rice, birdseed.
- Fireworks (including sparklers) or weapons of any kind.
- The use of generators on board.
- Live animals, except for service animals. Please notify GO RIO in advance if a service animal will be present.
- Open-flamed candles. Votive and enclosed candles are permitted on tables only.
- Decorative materials may not be placed on doors, light fixtures, or electrical equipment.
- Banners, awnings, promotional/commercial signage, and lighting may not be placed or projected on the boat unless approved by the city of San Antonio and GO RIO. Banners must be no larger than 2' x 2' with black lettering on a white background.
- Nails, tacks, staples, and tape may not be used on boat panels or wooden rails.

**PLEASE NOTE:** All decorations and materials must be removed immediately following the event. GO RIO is not responsible for loss or damage to property left on site. Any costs associated with damage caused by installation or removal of decorative materials will be the responsibility of the Client.

# TERMS & CONDITIONS

**1. Payment.** If full pre-payment of Event charges not paid in accordance with the Agreement, then the Event may be canceled by Go Rio in its sole discretion. You hereby authorize Go Rio to charge the pre-payments on your credit card.

**2. No Subcontracting; Resale; Advertising.** Client shall not contract, sublet or resell any matters related to the Event, or the use of the barge(s) to any third party without the prior written consent from Go Rio, which consent may be withheld in its sole and absolute discretion. Client shall not sell tickets or otherwise market or promote the Event to any third party to attract, solicit, or generate attendance at Go Rio without the prior written consent of Go Rio, which consent may be withheld in its sole and absolute discretion. Advertising or use of Go Rio name, logo, or pictures is not be permitted without prior written consent of Go Rio. No type of solicitation on the property will be permitted at anytime.

**3. Rules and Regulations; Barge Capacity.** Client and its guests shall abide by all rules and regulations prescribed by Go Rio. In no event will the total guest count exceed the barge capacity, as the same may be determined by Go Rio. Client recognizes that in the event the barge capacity is exceeded, the overcrowding may create a potential health and safety issue for Client, Client's guests and Go Rio, its employees, other guests or invitees. Client agrees that in the event the Barge capacity is exceeded, Go Rio, in its sole and absolute discretion, may suspend and/or discontinue the Event, in which event, Client shall remain liable for amounts owing hereunder. It is prohibited for the barge to remain stationary for more than 30 minutes with or without loaded guests; therefore, late arriving guests may experience a departed or possibly cancelled charter. Tour drivers will perform the historical tour for all Private Cocktail/Dining charters unless directed otherwise in writing on the charter slip by the Client representative.

**4. Conduct on the Barge.** Go Rio will not permit the affixing of anything by use of nails, staples, tape, or any other substance, unless approved in advance by Go Rio, to the barge. Any inappropriate dress, unprofessional or inappropriate behavior or use of vulgar language will be grounds for immediate ejection from the barge. Go Rio reserves the right to refuse the sale or service of alcoholic beverages to anyone at anytime for any reason.

**5. Indemnification.** Client shall indemnify and hold harmless Go Rio, its principals, shareholders, directors, officers, affiliates, assigns, successors, agents, attorneys, and employees against and from any and all damages, liabilities, claims, or causes of action, including attorney's fees, arising out of Client's performance of this Agreement or related to the Event. The foregoing shall include, but not be limited to, costs for excessive clean-up made necessary by Client, Client's guest or attendees, florists, decorators, or other outside agencies retained by Client.

**6. Security, Injury and Property.** Go Rio does not provide security for the Event. Client agrees to indemnify and hold harmless from any claims, costs or expenses which arise related to any security issues. Go Rio is not responsible for any loss, damage, or injury that may occur to Client, Client's guests or attendees of the function, or to their property from any cause whatsoever, prior to, during, or following the Event times.

**7. Cancellation by Client.** Any cancellation by Client shall be made in writing via email or fax to the attention of the Go Rio representative listed on this Agreement. Client shall be liable, as liquidated damages, but not as a penalty to Go Rio as follows:

Thirty (30) days or less prior to the Event, one hundred percent (100%) of the amount of the Event charges specified in the Agreement.

- Thirty-one (31) days to sixty (60) days prior to the Event, fifty percent (50%)
- of the amount of the Event charges specified in the Agreement.

• Sixty-one (61) days or more prior to the Event, no cancellation charges shall apply. CLIENT AGREES THAT THE FOREGOING SUM IS IN CONSIDERATION OF THE SPECULATIVE NATURE OF ANY ASSOCIATED DAMAGES AND THE DIFFICULTY OF ESTIMATING THE SAME, AND IS BARGAINED FOR LIQUIDATED DAMAGES PROVISION AND NOT A PENALTY, AND IS FURTHERMORE WITHOUT PREJUDICE TO ANY FURTHER CLAIMS BY GO RIO. CANCELLATION BY CLIENT MUST BE IN WRITING

**8. Cancellation by Go Rio; Limitation of Liability.** In the event that Go Rio cancels this Agreement for any reason other than a default by Client hereunder, a refund of any pre-payments made will be processed within ten (10) business days. For cancellation purposes only, Client's sole and exclusive remedy against Go Rio for any claim or lawsuit under any theory under Agreement is limited to the return of any pre-payments. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL GO RIO'S LIABILITY TO CLIENT OR ANY OTHER PERSON OR ENTITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE EVENT EXCEED, IN THE AGGREGATE, THE TOTAL SUMS PAID BY CLIENT TO GO RIO HEREUNDER WITH RESPECT TO WHICH SUCH LIABILITY RELATES, WHETHER SUCH LIABILITY IS BASED ON AN ACTION IN CONTRACT, WARRANTY, STRICT LIABILITY OR TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE) OR OTHERWISE.

**9. Force Majeure.** The obligations of the parties under this Agreement shall be excused in whole or in part, as necessitated based on the circumstances, to the extent that the affected party's performance under this Agreement is reasonably prevented by a Force Majeure Event (defined below). If as a result of a Force Majeure Event either party is unable to perform its obligations under this Agreement, then either party shall have the right to cancel the Event upon notice to the other party and terminate this Agreement without further liability of any nature, in which

event Go Rio shall promptly return Client's deposit, except that Go Rio shall have the right to retain from the deposit, and Client shall otherwise remain liable for, an amount equal to any unavoidable out-of-pocket costs expended on Client's behalf at the time of termination. In no event shall either party be liable for consequential or punitive damages of any nature for any reason whatsoever arising out of this Agreement. As used herein, "Force Majeure Event" shall mean acts of God such as fires, extreme weather, lightning, or floods; water quality or conditions; contaminations; inability to obtain materials or supplies; confiscations or restraints of government (civil or military, including but not limited to inability to have access to roads or pathways or government directives to cease conducting normal business); strikes or labor disputes; civil disturbance; any local, regional, or national declared public health emergency related to any pandemic or epidemic which restricts travel of more than 50% of the attendees, restricts the Go Rio from conducting the event or restricts the congregation or persons below the anticipated attendance of the event; or any other unforeseeable cause or combination thereof that is not within the reasonable control of the parties and equally affects all other similarly situated persons or entities (and not otherwise due to any negligence or willful misconduct by the parties).

**10. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

**11. Rio On Demand (ROD).** ROD is a taxi service (20 people minimum) at a specifically contracted time and this Event does not include a narrated tour. Due to prearranged scheduled obligations, the ROD cannot sit at the dock for any period of time. The entire group of guests must be ready to load by the scheduled pick up time. No additional ticket purchases or refunds are allowed and/or after the date of the Event. Travel time between destinations will vary depending on river traffic, time of day and distance traveled. For everyone's safety, passengers must remain seated until the barge is tied down at its destination and the driver gives the approval to unload.

**12. All Privately Reserved Barges.** Whenever appropriate and merited, tips offered to our barge drivers should be handled separately from the catering bill and this Agreement. Client understands that gratuity for barge drivers is NOT included in the contract price and Client has the unrestricted right to determine such amount, if any. Tables and chairs may not be removed from the barge.

**13. Taxes.** All prices quoted in this document are subject to applicable taxes.

**14. Non-Peak Rates vs. Peak Rates.** A scheduled charter that begins during NonPeak hours, but extends into Peak Rates for any portion, will be billed at the Peak Rate for the entire scheduled charter time.

**15. Approved Overtime.** For situations where an Overtime request is made in advance, Go Rio operations supervisors on duty the day of the Event are the only personnel authorized to allow an Event to extend into an Approved Overtime condition. Any Approved Overtime rates will be billed at the applicable rate the charter was billed for. Please be advised that this option for overtime is not always possible due to that particular day's events; therefore, any anticipation of this request should be mentioned to the driver for immediate follow up. The barge driver is not authorized to approve or decline a request for overtime.

**16. Unapproved Overtime.** Go Rio is authorized to bill overtime when an Event extends beyond the original scheduled chartered time without prior approval, due to negligence on behalf of the restaurant, caterer or client. This Unapproved Overtime is billed at a higher rate, in blocks of 30 minutes or any portion thereof. For example, if a charter goes over its allotted time (not due to the acts of Go Rio) by ten minutes, Client will be billed a full 30 minute block at the Unapproved Overtime Rate. Client understands that it and its guests may be required to leave the barge at the end of their scheduled Event time.

**17. Inclement Weather Policy.** Go Rio reserves the right to determine if it is necessary to cancel a private reservation (including ROD events) due to inclement weather predictions. In the event there is an imminent chance of inclement weather, the Direct of Operations will decide whether to offer the option to cancel to the designated contact person for the Event. After consulting with weather information sources, this option to cancel is offered directly through our Reservation Department or Dispatch Office to all scheduled events and must be confirmed with a notification time deadline set by the Director of Operations. When offered, this will allow the event to be cancelled with a full refund. If the deadline is not met, by the designated contact person for the event or the option is refused, the event will attempt to go on as planned. It is important to understand that at any given point after this contact, the charter may still be subject to possible cancellation based on the Director's updated assessment of weather and safety risks. Extreme temperatures are a normal condition in south Texas and not considered inclement weather.

**18. Miscellaneous.** Should either party prevail in litigation to enforce the terms and conditions of this Agreement, such party shall be entitled to recover its costs of litigation and its reasonable attorney fees as fixed by the trial court and, if any appeal is taken from any decision of the trial court, such further sum as may be fixed by the appellate court. The parties hereby waive trial by jury in any action, proceeding, or counterclaim brought by either party against the other (except for personal injury or property damage) on any matters whatsoever arising out of or in any way connected with this Agreement. This Agreement is not assignable. This Agreement is the entire Agreement between the parties and it may not be altered or amended except in writing and signed by both parties.