



# LOWER MINNESOTA RIVER WATERSHED DISTRICT

## Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting

Wednesday, July 17, 2024

### Agenda Item

#### Item 8. B. – Minnesota River Boat Tour

#### Prepared By

Linda Loomis, Administrator

#### Summary

The Anson Northup has been booked for Thursday, September 12, 2024. The Tour will depart from CHS at 3:00 and will dock at Harriet Island in St. Paul. Buses will pick all passengers up at Harriet Island and return them to CHS. I asked if we could load in Shakopee and was told that they can't get that far upriver with the boat. (The navigation channel ends at River Mile Post 14.7 and Shakopee is a little bit farther upstream than River Mile Post 25.)

A [survey](#) has been sent to the Board to help with planning the program. Please respond to the survey as soon as possible, so that speakers can be contacted. The survey will also help to determine who to invite to table on board during the event.

The Cruise Agreement is attached for the Board's information

#### Attachments

Cruise agreement with Padelford Riverboats

#### Recommended Action

Complete the survey



**Cruise Agreement**

Lower Minnesota River Watershed District  
Linda Loomis

Order #: 64368  
Contract Date: Wednesday, July 3, 2024 2:54 PM  
Created By: Jen Berger

612-306-5802 Mobile  
763-545-4659 Home  
naiadconsulting@gmail.com

**Balance Due: \$3,234.06 USD**

Cruise Date: Thursday, September 12, 2024  
Boat: Anson Northrup  
Aboard (Capacity): All Decks (250)  
Cruise From: Padelford Landing

Arrival Time: 2:30 PM  
Boarding Time: 2:30 PM  
Sailing Time: 3:00 PM  
Returns to Dock: 6:00 PM  
Estimated No. of Guests: 1

Description	Quantity	Unit Cost	Item Total
Private Charter Harriet Island, Saint Paul, MN Charter Booking:			
Adult	1	\$0.00	\$0.00
Fuel Charge	1	\$100.00	\$100.00
Anson Northrup	3	\$750.00	\$2,250.00
Deadhead Fee	1	\$500.00	\$500.00

Payment Type	Date	Amount
		Subtotal \$2,850.00
		Port Fee \$112.50
		Regular Sales Tax \$271.56
		<b>Total \$3,234.06</b>
		Amount Paid: \$0.00 USD
		<b>Amount Due: \$3,234.06 USD</b>

Notes

Ticket Details

Deposits

\$1000 at order creation  
100% 10 days before event

Jen Berger

*Linda Loomis*  
Client Signature

7-3-2024  
Date

**Padelford Riverboats Charter Contract**

The Motor Vessel will be at the landing for boarding passengers 30 minutes prior to and 20 minutes following time chartered without extra charge. The navigational route of the Motor Vessel is at all times to be at the sole discretion of Padelford Riverboats.

The Chartering Party, in consideration of the above performance of the Motor Vessel, agrees to pay Padelford Riverboats a minimum fare of total listed on page one. Padelford Riverboats restricts the right of admission to capacity of the vessel and is not responsible for accident, loss, or damage to property.

The nonrefundable deposit is required upon signing this contract to confirm the reservation and to bind the Chartering Party to their reserved date and full payment. Forfeiture of charter does not negate the liability for payment of minimum contract. The



Chartering Party agrees to pay collection costs if necessary including reasonable attorney fees. The Chartering Party agrees that any litigation arising out of or relating to vessel passage shall be conducted in the state of Minnesota, and accordingly agrees and consents to the jurisdiction of the courts of the State of Minnesota.

Total fare (less deposit), food service (including applicable taxes), fuel and port charge and estimated host bar is payable in full no later than 10 days prior to departure in accordance with the total number of passengers and length of charter reserved. A \$250.00 service charge will be assessed if full payment is not made prior to the 10 day requirement. Any returned item (check, cashier check, money order, credit card, etc.) will be subject to a \$250.00 penalty. Any remaining charges for additional services must be paid in full by the end of your cruise. Please be prepared to pay with cash or credit card. We do not bill. If balance is not received by the end of your cruise, you will be subject to a \$250.00 service charge.

Please initial to indicate you have fully read and understand the policies and procedures which are attached.

\*\*\* LL \*\*\*

The Chartering Party agrees to pay for all catering ordered, whether consumed or not. Our insurance requires that catered food cannot be taken off the boat for home consumption. An 18% facility charge will be added to all catering orders. Final food count is due no later than 10 days prior to the event date.

In the event either party is unable to perform its obligations, under this agreement, as a result of a force majeure, neither party shall be liable to the other for consequential damages resulting from lack of performance. "Force Majeure" shall mean: fire, earthquake, flood, act of God, riots or civil commotions, epidemics, pandemics, war or other act of any foreign nation, power of government, or governmental agency or authority, or any other cause like or unlike any cause above mentioned which is beyond the control of either party.

Full refund of initial deposit plus any other payment for fares or food service will be made if uncertainties of breakdown, lay-up repairs, or any other cause which, at the discretion of Padelford Riverboats, the Motor Vessel should be unable to make the trip as agreed. The Chartering Party hereby releases Padelford Riverboats from damages resulting therefrom. We reserve the right to use the Jonathan Padelford, Betsey Northrup, or Anson Northrup.

The Motor Vessel will be available for boarding one-half hour prior to departure. Prior to embarkation an authorized representative of the Chartering Party will be given boarding passes equal to the number of prepaid passengers. This representative will be responsible for distributing these passes to the proper members/guests and the Crew Chief will collect the passes upon boarding. This same procedure will be followed even if the Chartering Party has issued their own tickets.

Padelford Riverboats will supply XM radio upon request at no charge. All entertainment staff must be included in the total capacity count of the Vessel. Any other form of dancing or special entertainment other than a band or disc jockey is not permitted without consent obtained prior to the trip from Padelford Riverboats. Music and entertainment provided in connection with the cruises and charters shall be of a kind and quality which will not detract from the general family atmosphere expected in City parks and recreation facilities. Any form of decoration on the Motor Vessel must have prior consent of Padelford Riverboats.

Padelford Riverboats reserves all catering, refreshment, and casino entertainment privileges, alcoholic beverage sales, and concessions, whether sold or given away. No liquor, beer, or food may be brought on board by any member of the chartering party. To do so may result in premature termination of your trip without return of fares.

We reserve the right to examine any carry-on bags/purses and/or to refuse admittance to obviously intoxicated individuals. Pre-boarding parties offering consumption of alcoholic beverages in the parking lot or adjacent park areas are prohibited.

The Chartering Party is responsible for preserving order among its members/guests and preventing damage from occurring to the Motor Vessel and its equipment by reason of the conduct of its members/guests. The Chartering Party hereby agrees to be responsible for any cost of expense incurred by the Padelford Riverboats as a result of damage to the Vessel or its equipment inflicted by its members/guests.

Any deviation from any contract terms, such as extra time, special services, etc. will be paid for in addition to the above agreed upon charter rates as indicated in the attached invoice.

Authorized Signature of the Chartering Party Linda Loomis

Date 7-3-2024

In addition to signing this contract please initial the starred paragraph and return one copy of this contract to Padelford Packet