#### CHANNEL ISLANDS PREMIER CHARTER SERVICE

## LEGIT SPORT FISHING CHARTER CONTRACT

Charter Date \_\_\_\_\_

Full day or Half Day ( circle one )

Departure time

Customer / Charter Master contact name

Address

Contact number\_\_\_\_\_

Email Address \_\_\_\_\_

Deposit \_\_\_\_

# COOLERS, ICE CHESTS, ALCOHOLIC BEVERAGE, ILLEGAL DRUGS, WEAPONS OR EXPLOSIVES ARE <u>NOT</u> PERMITTED ON BOARD THE VESSEL AT ANYTIME.

Charter Master is responsible to advise **ALL** interest parties associated with or participating in this charter of all information pertaining to them that is contained in this contract.

#### PLEASE REAED THE TERMS BELOW BEFORE SIGNING:

- **1.** Hook's Landing assumes no responsibility for the success of your trip.
- 2. All Captains and crew members put passenger safety first! All members of the charter group must understand that there are certain risks involved while on a boat. The owner employees or agents assume no liability for a passenger that does not adhere to safety announcements or do not use precautionary measures regarding responsibility for his/her own safety. In the event the Captain of the boat, in his sole discretion, determines that in the safety to the passengers or the crew are at risk, the charter will be cancelled. The charter group shall be responsible for all reasonable expenses, actually incurred, up to the charter price. If the cause of the cancellation is the misconduct of any passenger, the entire charter price will be retained. Such misconduct may include, but shall not be limited to drunkenness, belligerence, violence, drugs or possession of any firearms.
- **3.** Legit Sport Fishing and Captain shall not be responsible for any loss or damage to any person's property.
- **4.** A 50% deposit is due and payable by the deposit due date indicated on this contract. If a deposit is not received by the due date, the trip will be automatically cancelled without notice. If charter group does not appear on time on the date of charter, or fails to cancel the charter in writing by telegram or by registered letter at least 30 days prior to departure all monies will be forfeited.
- **5.** The balance due for the charter may be paid by cash, cashier's check or money order before departure. No personal checks will be accepted within two weeks prior to charter date.
- **6.** Legit Sport Fishing reserves the right to substitute a comparable boat in the event the chartered boat is not available.
- 7. In the event that there is an increase in fuel prices, a fuel surcharge will be assessed and payable at departure. Upon mutual agreement between the Captain and Charter Master, should your group travel further than the distance associated within the norm of your charter, a fuel surcharge will be assessed.
- **8.** The Captain and /or Boat Owner wish to assure you that the vessel is maintained at the highest practical standards. However, if unusual circumstances causing the return of the vessel. The final decision will rest solely with the Captain and /or Boat Owner. Lack of fish in NOT a basis for an adjustment.
- **9.** If any cause of complaint should occur, the discussion should take place directly with the Captain and / or Boat Owner and some satisfactory agreement should be reached before leaving the boat. At no time should Hook's Landing personnel be involved.

Cash

Amount received \_\_\_\_\_

Check Credit Card

- 10. All prices quoted verbally or in writing, are discounted cash prices and therefore all credit card transactions are subject to a 3% increase.
- 11. All parties agreed that if any legal action based on this contract is brought to enforce or interpret the provisions of this contract, the prevailing party shall be entitled to recover reasonable attorney fees and costs front he other party.

#### I ACCEPT AND UNDERSTAND THE ABOVE CHARTER TERMS AND PROVISIONS:

Signature of Charter Master\_\_\_\_\_Date\_\_\_\_\_

> Please mail deposit and return a copy of contract to: Legit Sport Fishing 4560 Costa De Oro Oxnard, CA. 93035 805-312-3798 cell Fax (805) 880-8888

### THIS CONTRACT WILL BE CONFIRMED ONLY WHEN A DEPOSIT AND A SIGNED / DATED CONTRACT IS RECEIVED

Legit Sport Fishing Representative

**OFFICE USE ONLY** 

Date received\_\_\_\_\_

Received By\_\_\_\_\_

805 312-3798 or 8005 432-8257

Date