

Breakaway Sportfishing Open Party Charter Agreement

Please read this entire document, complete all requested information, sign, & return to Breakaway Sportfishing.
*****This completed, signed agreement and payment is required to book your trip.*****

This agreement is made between Breakaway Sportfishing and the following charter customer(s):

Name: _____

Address: _____ City: _____ State: _____ Zip: _____

Telephone: (Home) _____ (Office) _____ (Cell) _____

Email: _____

Credit Card Number: _____ - _____ - _____ - _____ Expiration Date: ____/____ CVV2: _____

For the amount of \$_____, the above named agrees to the terms and conditions set forth in this contract.
Balance is due at time of booking charter. (see payment policies).

Charter Date: _____ Charter Type: _____ Number of Spots: _____

Passenger Manifest

Each passenger must present a valid CA license with proper endorsements or if 16 years of age & under, please write age & weight next to name prior to the boats departure from the dock. Passengers who do not have this will not be able to fish and or touch any fishing equipment.

Name: 1. _____ Name: 2. _____

Name: 3. _____ Name: 4. _____

Name: 5. _____ Name: 6. _____

**** Trip times are APPROXIMATE and may change due to season, weather, fishing conditions, or other unforeseen circumstances.***

Payment Policies

Payment in full is due at time of booking.

Charter customers who choose to cancel trip or do not arrive at the scheduled departure time will be considered cancelled by the charter party and will forfeit all deposits. **DON'T BE LATE!**

Cancellations will be handled as follows:

- Cancellations by the Captain caused by inclement weather, rough water, storm warnings, mechanical defect or any other conditions beyond the control of the captain will be rebooked on a future date agreeable to the charter party and the captain. The captain makes the final determination concerning the vessel's departure. If rescheduling cannot be done due to time or other constraints the deposit will be refunded after the captain has agreed that a reschedule will not work. ***If deposit is paid in cash, 100% of the deposit will be refunded. If deposit is paid with credit card, a 6% refund fee will apply. There is no refund fee for a rescheduled trip just a refund.***

Initial here to acknowledge receipt of page 1: _____

Breakaway Sportfishing Open Party Charter Agreement

- The Captain may cancel any charter without refund for any of the following reasons: Any member of the charter is intoxicated, under the influence of drugs, possessing any illegal drugs, acts in an unruly manner, poses a threat to safe operation of the vessel, or obstructs the Captain and/or crew from their normal duties.
- The captain has a “**ZERO TOLERANCE POLICY**” for illegal drugs including medical marijuana being carried onboard. All drugs will be reported to the appropriate authorities.

Initial here to acknowledge ZERO TOLERANCE policy: _____

Regulatory Compliance

Breakaway Sportfishing Charters represents that it is in compliance with all applicable Coast Guard licensing, vessel equipment, lifesaving manning, and chemical testing regulations. In addition the vessel is fully and properly insured.

Fishing, Provisions, and Overview

Catch and release of all unwanted fish is strongly recommended. All fish caught are the property of the charter customer. All Federal and State catch regulations will be enforced. **All members of the fishing party 16 years of age and older must have a valid CA Fishing License – annual fishing licenses must include the ‘ocean enhancement’.** Charter customers are to bring all their own food and drink unless otherwise arranged.

Breakaway Sportfishing Charters will provide all the rods, reels, and fish cleaning. Any supplied gear that is damaged or lost overboard will be charged to the customer named in this agreement.

Photographs

Breakaway Sportfishing Charters may use any and all videos and photographs taken on charters for advertising and on our websites.

Other Useful Information

Dress for the occasion. Wear weather appropriate clothing, bring extra clothes if it is cold, or wear light colored clothing for extremely warm days. You may also wish to bring rain gear, cameras, hats, sunscreen, etc. as applicable. Please only wear rubber soled shoes aboard the boat. All food and drinks are to be brought by the charter customer unless otherwise arranged. Alcoholic beverages are permitted, in moderation. No firearms or explosives will be allowed on board. **No Exceptions.**

Breakaway Charters will make every effort to make your trip with us both fun and productive!

By signing below, I certify that I have read and agree to this agreement (2 pages):

Agreed by _____ (Charter Customer) Date _____

Accepted by _____ (Charter Company or Captain) Date _____