

FISHING GUIDE AGREEMENT:

Contracted By: _____ **Fishing Date:** _____

Address: _____

Phone Number: _____ Price: _____

Depart Time: _____ Departure Date: _____ Destination: _____

All Trips Include: Rods, Reels, Tackle, Bait, Bottled Water, Soda

Terms and Conditions We will do everything reasonable in our power for you to have a great time on your fishing trip, but we do have some rules. Some are general rules for safety and other rules are for the protection of our boat and equipment. Our fishing trips all operate under our complete Terms and Conditions. The following is a review of that agreement.

1. A deposit of 50% is required to confirm this agreement and must be received no later than 10 days prior to fishing trip. If deposit is not received by the due date, the fishing trip may be automatically canceled without notice. If fishing group does not appear on the above date and time or does not cancel the fishing trip by phone, fax, or email or reschedule by the phone at least 7 days prior to departure date, then all moneys will be forfeited.

2. The fishing trip operates under the authority of the Fishing Guide. The Fishing Guide has the authority to terminate the fishing trip in the event of unacceptable conduct by the fishing party. 3. The fishing party is limited to 3 persons including children, for day fishing and two persons at night.

4. Detection of usage or possession of narcotics, marijuana or beer or alcoholic beverages or the possession of firearms by any of the fishing group, will result in the termination of the trip and forfeiture of all moneys paid.

5. When you reserve a fishing trip date, it is your fishing date if the Fishing Guide determines that the date is an appropriate date for fishing. It is your responsibility to notify all members of your party and arrange for your party to be present on the date and at the time agreed unless otherwise agreed in writing. 6. The Fishing Guide shall not be held liable for any injury or fatality that is caused by either direct or indirect action of any member of the fishing party. 7. A trip terminated by the Fishing Guide due to the bad weather, once fishing has commenced, will not be entitled to a refund if the fishing party agreed to begin the fishing trip. If we have to cancel a trip due to inclement weather, we may reschedule the trip for the first available date acceptable to both you and us, provided a reasonable amount of fishing time has not been completed. A trip terminated due to member(s) of the fishing party getting sick will not be entitled to a refund or credit. We reserve the right to make whatever changes in the trip that circumstances dictate, including substitutions of boats, and cancellation due to weather, mechanical failure, acts of God, etc.

8. If you do not show up at the place designated on the day of your fishing trip, you will forfeit your deposit. 9. The fishing trip agreement includes outfitted fishing boat, a Fishing Guide, all tackle and bait. 10. Misuse of the boat or equipment is prohibited and is grounds for canceling the fishing trip without refund. 11. Glass bottles or other glass items are not allowed on board the boat. 12. The balance of your fishing trip price over and above your deposit is due and payable, at the latest, on the date of the fishing trip prior to leaving on your trip. 13. No trash, garbage, or other materials are to be thrown overboard into the water. 14. Even though your departure time is flexible, you are expected to be on time for your trip.

15. The Fishing Guide will call you prior to your trip to discuss recent catches, catch locations, the weather, conditions, etc. 16. Children age 12 and under must wear a personal flotation device. Please assist in making sure that children comply. We will provide you with approved life jackets. 17. Fishing trips are subject to a fuel surcharge if gas prices on the day of your fishing trip exceeds \$3.00 per gallon.

18. There will be a charge of \$25.00 for all returned checks.

It is our desire to provide a pleasant fishing experience. The fishing guide will do anything within reason to make sure that you and your party have fun on your fishing trip. If you have questions, please feel free to ask. We abide by all State and Federal Fishing regulations. Please do not ask us to break the law.

I agree with all the terms stated above

Name _____

Address _____

Town _____ State _____ Zip _____

E-Mail _____

Telephone _____ Bus. Phone _____

Dated this _____ day of _____ 200__

Sign and return one copy with deposit