

# Breakaway Sportfishing Charter Agreement

Please read this entire document, complete all requested information, sign, & return to Breakaway Sportfishing.

**\*\*\*This completed, signed agreement is required to book your trip.\*\*\***

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

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. A 50% *non-refundable* deposit is required to book a charter. The balance is due prior to charter departure (see payment policies). Zelle is treated as cash, a 3.5% convenience fee will be added to all credit card transactions.

Boat: Sea Esta 44': \_\_\_\_\_ Breakaway 44': \_\_\_\_\_ Charter Date: \_\_\_\_\_ Charter Type: \_\_\_\_\_

44' Pacifica Trip - The Sea Esta	Duration	Price	44' Pacifica Trip - The Breakaway	Duration	Price
Local 1/2 Day	6 hrs	\$1,400	Local 1/2 Day	6 hrs	\$1,400
Local 3/4 Day	8 hrs	\$1,600	Local 3/4 Day	8 hrs	\$1,600
Catalina Island 3/4 Day	10 hrs	\$2,500	Catalina Island 3/4 Day	10 hrs	\$2,500
Catalina Island Full Day	12 hrs	\$2,850	Catalina Island Full Day	12 hrs	\$2,850
Catalina Overnight	16 hrs	\$3,000	Catalina Overnight	16 hrs	\$3,000
San Clemente/Santa Barbara Island Overnight	18 hrs	\$3,250	San Clemente/Santa Barbara Island Overnight	18 hrs	\$3,250
Offshore	10 hrs	\$3,500	Local Shark	8 hrs	\$3,000
Offshore Overnight	18 hrs	\$3,850	Long Range Shark	12 hrs	\$4,000
1 1/2 Day Offshore		\$5,000	Offshore	10 hrs	\$3,500
2 Day Offshore		\$6,000	Offshore Overnight	18 hrs	\$3,850
2 1/2 Day Offshore		\$7,000	1 1/2 Day Offshore		\$5,000
Harbor Cruises/Whale Watching	2hr min	\$300/hr	2 Day Offshore		\$6,000
			2 1/2 Day Offshore		\$7,000
			Harbor Cruises/Whale Watching	2hr min	\$300/hr
* Trip times are APPROXIMATE and may change due to season, weather, fishing conditions, or other unforeseen circumstances.					

*Bow Fishing inquiries and prices - please call before booking.*

## Payment Policies

Payment in full is due no later than the day of the charter, before departure.

Charter customers not arriving within 30 minutes after the scheduled departure time will be considered cancelled by the charter party and will forfeit all deposits.

Cancellations will be handled as follows:

**Initial here to acknowledge receipt of page 1:** \_\_\_\_\_

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- If the original date you had reserved is able to be filled by another charter party we will hold your deposit and apply it to a date that better suits you. If the original charter date remains open in the calendar (is not filled by another charter party) then the charter deposit is forfeited.
- Cancellations 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.
- 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. Per the Coast Guard, a maximum of **\*\*SIX PAYING PASSENGERS\*\*** are allowed per charter.

## **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 \_\_\_\_\_