



## CHARTER AGREEMENT

This Charter Agreement (“Agreement”) is made by and between the Bad Influence Sport Fishing, a Cape Cod and Newport charter fishing business (“Bad Influence”), and the undersigned client (“Client”). This Agreement shall become effective upon the execution and delivery hereof by the Client.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **MAXIMUM OF SIX (6) PASSENGERS.** Due to USCG regulations, the six-passenger maximum is strictly enforced. Client is expected to be at dock at least 20 minutes prior to scheduled sail time. On open boat trips, please arrive 30 minutes prior to departure time to be courteous to the other anglers. The boat will wait a maximum of 1 hour after scheduled time, after which point all deposits and trip will be forfeited. Late arrivals are NOT subject to extended time on water, unless worked out prior to leaving dock. Please call one (1) day in advance to confirm all charter times and weather considerations.
2. **TERMINATION OF CHARTER.**
  - a. It is understood that the Captain shall be in charge of this vessel at all times and conduct on the part of the party which, in the Captain’s discretion, may jeopardize the safety of the vessel or of others on board shall be cause for the Captain to terminate the charter and return to the dock. In the event the charter is terminated in this manner, the full price of the trip shall be retained.
  - b. In the event the Captain cancels a trip due to inclement weather, an attempt will be made to reschedule an alternate day. If a day cannot be agreed upon, the deposit shall be refunded in full. If a trip has been started and weather causes cancellation, a refund will be prorated based on the hours of completion. The Captain’s decision is final in these circumstances.
  - c. In the event of cancellation due to mechanical failure or other boat or crew related matter, an attempt to reschedule an alternate day will be the first choice. If a day cannot be agreed upon, the deposit shall be refunded in full.

3. **DEPOSITS.** All reservations must be accompanied by the minimum deposit mentioned below. If no deposit is received then the scheduled charter date will be forfeited.

Offshore trips:	\$200
Inshore trips:	\$100
Open Boat Trips:	\$75

Payment in full is expected at the dock; no charter will disembark without full monies agreed upon, separate of gratuity mentioned below.

4. **CANCELLATION/RESCHEDULE.** Client shall have the right to cancel any trip up to 60 days in advance to receive a full refund of their deposit. Any trip cancelled from 5 days to 60 days prior to the scheduled trip date will be able to use their deposit towards rescheduling their trip for the current year or the next. Any cancellations made within 5 days from the scheduled trip date shall have all monies forfeited unless the Captain can rebook reserved date with same charter.
5. **TACKLE/BAIT.** All tackle and bait shall be provided on private charters except when expressly stated. Shared trips may have fees associated with bait or tackle, please inquire at time of booking. Breakage from normal use or wear and tear is expected, however in the event any tackle/equipment is destroyed or lost through misuse by a party member, the Captain will be due reimbursement of fair replacement costs of said tackle.
6. **FISH.** There is NO guarantees concerning how many or what type of fish Client will catch. All fish, including bluefin tuna less than 73 inch CFL permitted to be retained by our vessels under current regulations, are the property of the charter group and shall be filleted and packaged by the Captain. No whole fish will be permitted to leave the vessel unless cleared prior to the start of the trip. With respect to large bluefin tuna, those greater than 73 inches curved fork length permitted to be retained by our vessels under current regulations will be the sole property of the vessel and Captain. Proper compensation will be afforded when possible and is solely at the discretion of the Captain.
7. **DRUGS.** There is a ZERO TOLERANCE FOR DRUGS per USCG rules. Any use of illicit drugs will result in immediate termination of the charter and full charter price will be retained.
8. **ALCOHOL.** The Bad Influence permits beer or similar in moderation. No hard liquor is allowed, period. The Captain reserves the right to cancel the charter at his discretion, should any passenger become unruly or out of control. In serious situations, the Captain may choose to enter the nearest port of safe haven, where you will be deposited and left, no questions or refunds.
9. **GRATUITY.** A reasonable gratuity/tip is customary for the Captain's services, which includes all filleting and packaging of your catch. The Bad Influence works hard to insure

your safety, comfort, and enjoyment, please treat us as you would your favorite server at a good restaurant.

- 10. **RISK.** The Bad Influence, its Captain, employees, agents, and affiliates are not responsible for any injuries sustained when fishing aboard our vessels. The sport of fishing has inherent risks which must be considered when undertaking a trip, and any and all injuries or loss to persons/gear are the sole responsibility of the individual or group.
  
- 11. **INDEMNIFICATION AND HOLD HARMLESS.** Client hereby agrees to indemnify, defend, save and hold the Bad Influence, its Captain, employees, agents, and affiliates harmless of, from and against all claims, demands, liabilities, judgments, losses, damages (including without limitation consequential and punitive damages), actions, causes of action, expenses, costs (including without limitation attorneys' fees and court costs) that the Bad Influence or any such indemnified party may incur arising out of the Bad Influence's action pursuant to this Agreement. The Client's obligation to indemnify, defend and hold the Bad Influence harmless shall continue notwithstanding any applicable statute of limitations or any claim that the Bad Influence acted with negligence or gross negligence, or that the Bad Influence engaged in willful misconduct.
  
- 12. **MEDIA CONSENT & RELEASE.** Client hereby gives consent and authorize the Bad Influence, its Captain, employees, agents, licensees and/or assigns to take photographs or video of me; or to produce other types of media productions that capture my name, voice, testimonial, and/or image (herein referred to as "the Materials") and authorize the Bad Influence to use, reuse, copy, edit, abridge, publish, display, exhibit, reproduce, copyright and distribute the Materials for the Bad Influence purposes without notifying me. Client agrees that the Bad Influence may identify me by name and other identifying information. Client also releases the Bad Influence from all liability for claims and demands arising out of its proper use of the Materials.

The Bad Influence reserves the right to change any policies or rates/fees at any time, including but not limited to fuel surcharges. Trips booked prior to any changes will be notified before charter date or at the time of booking/confirmation.

This Agreement has been executed on the \_\_\_ day of \_\_\_\_\_, 201\_.

**CLIENT**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Date(s) of Charter  
or Open Boat Trip: \_\_\_\_\_