

# Charter Contract Agreement

Date of Charter:\_\_\_\_\_

Charter Master\_\_\_\_\_

Address\_\_\_\_\_

Cellular Phone # \_\_\_\_\_ Home Phone # \_\_\_\_\_

Work#\_\_\_\_\_

Charter Price\$\_\_\_\_\_

Number of Passengers\_\_\_\_\_

Deposit Amount\$\_\_\_\_\_

Balance Due date\_\_\_\_\_

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

### Please read carefully before signing

1. If a deposit is not received by the due date, the trip will be automatically canceled without notice. If the charter group does not appear on time, on the date of the charter or fails to cancel the charter by telegram or by registered letter at least 30 days prior to departure, all monies will be forfeited.

2. No personal checks will be accepted within two weeks of the departure date

3. All prices quoted verbally or in writing are discounted cash prices, therefore all credit card transactions are subject to a 3% increase.

4. Capt Hooks and Martuni Sportfishing are not responsible for any loss or damage to personal property. The charter master shall be responsible to advise all interested parties regarding information pertaining to them that is contained in this agreement.

5. The parties agree that any legal action based on this contract is brought to enforce or interpret the provisions of this agreement, the prevailing party shall be entitled to recover reasonable attorney fee's and costs from the other party.

6. In event that there is a increase of fuel prices, the charter prices may increase without notice.

7. In the event the captain of the boat, in his sole discretion, determines that the interest of the safety to the passengers or crew, the charter should be cancelled, the charter group shall be responsible for all reasonable expenses, actually incurred, up to the charter price. If cause for the cancellation is the misconduct of any passenger, the entire charter price ( plus galley minimum will be retained. Such misconduct may include but shall be limited to drunkenness, belligerence, violence, drugs or possession of any firearms.

8. No Alcohol or Ice Chests/Coolers are to be brought aboard the Martuni. Please ask for permission before you do so.

A 15% gratuity is Customary for all Charters:  
( Capt/Deckhands gratuity based on charter price)

THE ABOVE PROVISIONS ARE ACCEPTABLE:

\_\_\_\_\_  
Signature of Chartermaster

\_\_\_\_\_  
Date

Please mail deposit and return to a copy to:

**Maximus Sportfishing**

1921 W. 5th St.

Oxnard, Ca 93030

805-815-0485

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

\_\_\_\_\_  
By: Maximus Reprerentative/Capt Hooks

office use only

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

Cash    Check    Credit Card    Received By:\_\_\_\_\_