

SOUTHBOUND

CHARTERS LLC

PO Box 539 * Haddam, CT 06438
Phone (860) 691-3021

The undersigned hereby agrees to charter the Vessel **SOUTHBOUND** for ___ (type of trip) ___ on _____ (date), sailing from Waterford, CT at _____ (time) for a maximum of _____ (hours).

1. **PRICE** The price for the above-referenced trip will be \$ _____ (price) _____.
2. **DEPOSIT** A 50% deposit will be forwarded to Southbound Charters along with a signed copy of this agreement by _____ (date). The balance will be due and payable at the time of sailing. This agreement shall have no force and effect until such time as a deposit has been received. Above price does not include customary 15-20% gratuity for crew. Cancellation notice must be received in writing 3 weeks prior to sailing date of deposit will be forfeited. Any deposits refunded will be subject to a processing fee equal to 5% of the total cost of the trip.
3. **SAILING TIME** The party is expected to be at the dock at the assigned time. Allow 15-20 minutes boarding time. The Captain will wait until one hour after the assigned sailing time for the trip to commence and if the party fails to show by that time, the Captain reserves the right to cancel the charter and retain any deposit received as liquidated damages.
4. **TERMINATION OF TRIP** a) It is understood that the Captain shall be in charge of this vessel at all times; conduct on the part of the party which, at 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 charter price shall nevertheless be due. b) In the event the Captain, at his discretion, cancels a trip due to inclement weather, then the Captain will attempt to reschedule an alternate day or return any deposit paid. In the event that the trip is cancelled due to weather after the trip has started, any refund will be prorated on the hours of the trip actually completed. c) The Captain reserves the right to cancel any trip in the event of mechanical failure or illness of the crew. In the event of such a cancellation, the Captain shall return all deposits paid.
5. **TACKLE** All tackle for the trip will be provided by the Captain. However, in the event that tackle is destroyed or lost through misuse by a member of the party, the Captain will expect reimbursement.
6. **FISH** All fish caught on rod and reel or by harpoon are the property of the party; with the exception of giant bluefin tuna. The policy on giant tuna is that 1/3 of the tuna goes to the party, 1/3 to the boat, and 1/3 to Captain and Crew.
7. **COMPLETION OF THE TRIP** Upon completion of the trip and arrival at the dock, the party is expected to disembark from the vessel in a prompt manner; otherwise an additional charge of \$300.00 for a maximum of one hour will be incurred by the party.
8. **ILLEGAL SUBSTANCES** Any use or possession of any illegal substance, or any excessive drinking resulting in unruly behavior, will result in the termination of the trip and liability of payment for the full amount.

Dated this _____ day of _____, 2006.

Party (print) _____ Signed _____
Address _____ Phone _____
_____ Email _____

For deposit: Check # _____ OR

Credit card # _____ Exp. ____ / ____ VCode _____

Southbound Charters LLC Captain _____ Signed _____

Sign and return with deposit. Keep a copy for your records.