

## GET BENT FISHING CHARTERS

### CHARTER CONTRACT

Date: \_\_\_\_\_

This agreement is to charter the Get Bent boat for \_\_\_\_\_ hours of fishing or cruising on Lake Erie.

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

Total Cost of Charter: \$ \_\_\_\_\_

#### PRICING

\$150 per person

\$600 minimum per trip

Price is subject to change due to the current fuel inflation. Please check with your captain for the current rate before your trip.

**\* Gratuity is appreciated as the cost of charters goes directly to fuel and maintenance of the boat and equipment.**

#### TERMS AND CONDITIONS

We will do everything in our power to ensure you have a great time on your fishing charter. However, we do have rules in place for your safety, the protection of our equipment, and the enjoyment of all parties. All charters operate under the following Terms and Conditions:

**Captain's Authority:** The charter operates under the full authority of the Captain, who may terminate the trip at any time due to unacceptable behavior by the charter party, without refund.

**Capacity:** Charters are limited to 1 to 6 people. Children are welcome, but count toward the passenger limit.

**Payment:** The full balance of your charter is due at the dock prior to departure (We accept Cash, PayPal or Zelle).

Licensing: All guests age 16 and older must have an Ohio fishing license. These can be obtained online through the OH Dept. of Natural Resources or from local authorized vendors. The Geneva marina does sell licenses.

Inclusions: The charter includes appropriate and safe use of our properly insured boat, the Captain, all tackle, and bait.

Life Jackets: We provide enough U.S. Coast Guard-approved life jackets for everyone in your party. Children under 12 are strongly encouraged to wear one.

Food & Beverages: Not provided. You may bring a small or medium-sized cooler with drinks and snacks. Alcohol is permitted for guests 21 and older. Excessive intoxication will result in immediate termination of the trip without refund.

Fishing Guarantee: We will do our best to help you catch fish, but we do not guarantee the quantity or type. Fishing success depends on many variables including angler skill and weather.

No Littering: No trash, garbage, or cigarette butts may be thrown overboard.

Smoking: Allowed only in the aft (rear) fishing area. Not permitted in enclosed spaces. The crew may request "No Smoking" periods at their discretion.

Prohibited Items: No illegal substances or firearms are allowed on board. Discovery of such items will result in immediate termination of the charter without refund.

Liability: The Captain, crew, and owner are not liable for any injuries or fatalities resulting from direct or indirect actions of charter guests.

#### **CANCELLATIONS:**

If the Captain cancels due to weather or mechanical issues, a full refund or reschedule option will be offered.

If the trip is cut short due to weather after leaving the dock, a prorated refund may be given.

No refunds will be issued if the trip ends early due to seasickness.

Cancellation made by the customer must be prior to 48 hours of the start of the trip for a refund. Example: Charter booked for Saturday, 5/5 @ 6:00 AM. Cancellation must be made by 6:00 AM on Thursday, 5/3.

Cancellation less than 48 hrs from the start of the trip will not be refunded. It will be the Captain's discretion on whether or not to reschedule the trip.

### **FISH CLEANING:**

We do NOT clean fish. Cleaning services are available at the marina or nearby fish cleaning stations. Please bring a small cooler or plastic bags to transport your catch home.

**CREW:** Our crew is committed to providing a fun, safe, and productive fishing experience. Feel free to ask questions throughout your trip.

**REGULATIONS:** We follow all Ohio fishing regulations. All undersized ("short") fish must be released. Do not ask us to break the law.

### **EQUIPEMENT RESPONSIBILITY:**

Guests are responsible for any damage to or loss of fishing equipment, gear, or other items provided by Get Bent Fishing Charters if such damage or loss results from negligence, misuse, or failure to follow crew instructions. Replacement or repair costs must be paid in full before departure from the marina.

### **WAIVER AND RELEASE OF LIABILITY**

I understand that I am boarding a fishing vessel and voluntarily assume all associated risks including, but not limited to:

- Adverse weather (sun, rain, lightning, wind, spray)
- Seasickness
- Motion of the boat
- Wet or slippery surfaces
- Injuries related to gear, fish, boarding/disembarking
- Medical issues
- The actions of others on the boat

I hereby waive and release Get Bent Fishing Charters, including the owner, Captain and crew, from any and all liability related to injury, illness, accident, or personal loss. I also affirm that I am not in possession of illegal substances.

This waiver extends to all future charters taken with Get Bent Fishing Charters.

**SIGNATURES OF ANGLERS**

# Name (Printed) Date Signature

1 \_\_\_\_\_

2 \_\_\_\_\_

3 \_\_\_\_\_

4 \_\_\_\_\_

5 \_\_\_\_\_

6 \_\_\_\_\_

Approved by: \_\_\_\_\_ (Captain, Get Bent Fishing Charters)

Date: \_\_\_\_\_