

Rocky Point

Dive Charter Agreement

Parties

This agreement is entered into by and between Rocky Point and _____, hereinafter referred to as "Charteree".

Charter Fee

Charteree hereby agrees to hire the *Island Diver* for the sum of \$ _____, payable in advance, for a total of no more than 6 (six) passengers. Dive charter fee includes a certified dive master but no air, tanks or gear. It is agreed that the departure time and date will be _____ AM or PM (circle one) on the _____ day of _____, 20____. *Island Diver* is scheduled to return to the dock at _____ AM or PM (circle one). See *Vessel Safety and Alcohol and Drugs* sections below.

Charter Deposit

A deposit of \$ _____ (50%) is required upon execution of this agreement. The balance of the charter fee must be paid in full a minimum of 30 days prior to the departure date. If Charteree's payment is not honored at the bank, the trip will be canceled and the Charteree's deposit forfeited.

Equipment Rental

We can arrange for air or gear from one of the local dive shops. Please call us with you specific requests so we can check on cost. The following are requested items and costs _____, \$ _____, _____, \$ _____, _____, \$ _____, _____, \$ _____, _____, \$ _____, _____, \$ _____.

Equipment Return Guarantee

Charteree agrees to pay for rental tackle not returned at a rate of \$200 for each light tackle conventional or spinning rod and reel combinations and/or \$500 for each heavy offshore/trolling combinations.

Cancellation by Charteree

Charteree may cancel 30 days or more in advance of the departure date and receive a 100% refund. Should the Charteree cancel between 15 and 29 days prior to the departure date, 50% of the Charter Fee is forfeited. Should the Charteree cancel 1 to 14 days prior to the departure date, 75% of the Charter Fee is forfeited. The Charter cannot be canceled by Charteree on the departure date and, should the charter group fail to appear on the agreed date, the entire Charter Fee is forfeited.

Re-scheduling by Charteree

Charteree may change the departure date to another day only 30 days or more in advance of the original departure date. Charters may be re-scheduled less than 30 days in advance of the departure date only with the permission of Rocky Point. Rocky Point is under no obligation to re-schedule less than 30 days in advance of the initial departure date. The re-scheduled departure date is not effective until agreed upon in writing by both Rocky Point and the Charteree.

Rainchecks

Should the charter be canceled by the Captain prior to departure due to weather or mechanical failure, the Charteree has the option of re-scheduling or a full refund. It is agreed that the Charteree has no right to cancel the charter due to expected or forecasted weather, dive visibility or live bait availability, etc. Weather cancellations are made only by the Captain of *Island Diver* on the departure date.

Vessel Safety

It is understood and agreed upon by all parties that the Captain of *Island Diver* may take whatever action he deems necessary to ensure the safety of the vessel, its crew, and passengers. Any person who refuses an order of the Captain, acts illegally, is intoxicated, or acts in any manner that might endanger the vessel, crew, passengers, or himself/herself may be returned to port and required to disembark from the vessel. In such event, the Charteree is not entitled to any refund or credit.

Drugs and Alcohol

No illegal drugs or substances shall be brought on board the vessel. Persons who attempt to bring illegal drugs on board will not be allowed on the vessel. Anyone caught using illegal substances on board will be taken to port and required to disembark. In such event, Charteree is not entitled to any refund or credit. Persons who are intoxicated prior to boarding will be refused permission to board the vessel. In such event, Charteree is not entitled to any refund or credit.

Charteree is allowed to bring ice chests, food and beverages on board the vessel. Alcoholic beverages are allowed, however Charteree is responsible for ensuring that passengers limit consumption of alcohol to a level which does not create hazard for themselves, crew, or other passengers. Charteree shall also ensure that those who drink alcohol on the charter are of legal age and that those consuming have safe transportation after leaving the vessel.

Rules and Safety

Charteree agrees to notify all passengers of the above safety rules and regulations prior to the departure date.

Notices

This agreement contains the entire agreement of the parties and may not be changed or modified except in writing.

Liability and Assumption of Risk

Chartereeeee waives and assumes all risk and liability arising with the use of Rocky Point vessels, equipment, companionways, docks, facilities and grounds whether or not by occasioned by Lessor's negligence. Chartereeeee is fully aware of the hazards and voluntarily assumes all risks of injury that might be sustained by him/her.

Acceptance

Signature of Charteree _____ Date _____ Signature for Rocky Point _____ Date _____

Contact Information

Name of Charteree _____

Address _____

City _____ State _____ Zip _____

Home Phone _____

Work Phone _____

FAX Number _____

Email Address _____

Driver's License Number _____

Credit Card Number _____

MasterCard Visa Expiration Date _____

More Fun Stuff

Would you like to hear from us from time to time regarding special events, fish counts, discounts, sales, etc.? If so, please indicate your areas of interest and the way in which you'd like to be contacted.

- Kayaking Fly Fishing Snorkeling
 Skiff Rental Diving Conventional Fishing
 Boat Charter Other _____

Contact me via: E-mail Fax Phone

Fax Phone Number _____

How did you discover us? Hotel Internet TV Commercial

Newspaper Ad Direct Mail Brochure Trade Show

Referral By Whom? _____

