



OPENBOW SPORTFISHING

Victoria Ltd. Charters

Contracted By: _____ **Fishing Date:** _____

Address: _____

Cell Number: _____ **Type of Trip Requested:** _____

Depart Time: _____ (Please arrive at dock 15-30 minutes prior to departure time)

Departure Date: _____

Mission Statement: Openbow Sportfishing is dedicated to providing clients with a safe, exhilarating, productive charter experience. Openbow Sportfishing will not discriminate against race, nationality, age, gender, or sexual preference. We are passionate about fishing and look forward to sharing it with you. Our goal is for you to have fun and enjoy your time on the water. On board "Victoria" you will have a captain that is experienced in traversing the seas as well as finding the fish that we are targeting. In addition to being able to run the cockpit for the day of fishing, your mate will be familiar with safety procedures and work hard to ensure your comfort. We welcome anglers to be as "hands on" as they would like to be. If you'd like to watch how we rig and familiarize yourself with some of our tactics we'd enjoy showing you. Questions are encouraged! Lastly, remember it's called "fishing" not "catching". Nobody wants to catch fish more than we do – but we are all fishermen and know that happiness, ultimately, is in the hunt and being on the water. We strive to fill the box with fish but, more importantly, our goal is the whole fishing experience.

Agreement for charter clients/Openbow LLC/Victoria Ltd Charters

Liability Agreement: We, the undersigned, fully understand that we are boarding a charter fishing vessel to fish in open water. I understand and assume the risks and hazards associated with inshore and offshore fishing. These risks and hazards include, but are not limited to, the following:

Sun, rain, lightning, sea spray, and any other weather conditions; sea sickness; pitching and rolling; slippery and wet decks; injuries, internal or external, from: boarding and disembarking the vessel; fish, fishing, fishing tackle, and gear; and the unintentional conduct of any other persons on the boat.

I understand and agree that I will not hold the Captain, Crew, or Corporation liable for risks and hazards associated with inshore or offshore fishing, and I expressly release them from all such risks and hazards. Moreover, I am not in possession of any illegal substances, and I release the Captain, Crew, and Corporation from any liability whatsoever for any illegal actions taken by myself on the vessel.

What IS included in your charter: Your charter will include all the gear, bait, fuel, and ice necessary to supply your day of fishing. Clients are more than welcome to bring their own gear if they'd like. Except for small food/drink coolers, clients should leave coolers for their catch in their vehicles. Typically, we are able to supply ice following our return.

What is NOT included: Beverages and food are not supplied. We always carry spare water on board, however, this is typically reserved for emergency use. If bringing sandwiches, we suggest you place them in ziplock bags to ensure dryness. No glass bottles or containers of any type are permitted on board.

Sea sickness: Sea sickness can occur to anyone, we suggest that anyone who has even the slightest concern about being seasick takes an over the counter motion sickness medicine prior to departure. It's cheap insurance to make sure you have the most enjoyable day on the water. In the event that you become sick, the front of the boat has plenty of room to stretch out and we provide bean bag chairs.

Alcohol/Drugs: Beer is permitted on the trip. No liquor is permitted. Beer MUST be cans, NO glass bottles are permitted per Coast Guard regulations. Please limit your alcohol consumption. We believe 100% in being safe and responsible on the water. Your Captain and mate will never consume alcohol on your trip. Absolutely NO DRUGS of ANY sort! Excessive drinking and intoxicated behavior will result in immediate termination of the trip and a return to port. The first sign of an illegal drug on board will result in immediate termination of the trip and a return to port. The last thing we want is to cut the trip short and call the Coast Guard for them to meet you at the dock. Any trips cut short from alcohol or drugs will not be issued a refund.

Cancellation Policy: Cancellations can be made, with no penalty, up to 30 days prior to the scheduled day of your trip. Your deposit money will be refunded or placed toward a rescheduled trip, whichever you request. Cancellations made between 29 and 5 days of scheduled trip will be subject to forfeit of deposit if trip is not rescheduled to another date. Cancellations made within 4 days of scheduled trip will result in a 100% forfeit of deposit and loss of trip slot if the day cannot be booked by another party. If it is booked, you may use your deposit for a future trip. No shows on the scheduled charter date will result in 100% forfeit of deposit.

Weather and Seas: The Captain is constantly following current weather/sea conditions and future forecasting. If the Captain deems seas not conducive to safe fishing conditions, the Captain may cancel the trip. If the Captain cancels the trip, you will be issued a refund of your deposit or credit toward a future booking, whichever you prefer. We will contact the client prior to a trip to bring them up to speed on conditions. If the client opts to cancel due to seas that may prove uncomfortable, the deposit can be applied to a future trip.

Tackle, gear, and equipment: We ask that you take care in handling our gear. The Captain and crew will be there to help keep things problem free and educate you in proper handling. In the event that a passenger proves negligent in the handling of gear and breaks/loses something you agree to pay the replacement cost of such gear. This would be a rare occurrence, but a couple examples would be dropping something overboard or throwing something on the deck or stepping on it, causing breakage.

Fish cleaning: We will be happy to professionally clean your catch. Please make sure to consider this "extra" when tipping - particularly on offshore trips where we outshine other operations with our commercial background of professionally handling and dressing fish to provide you with the best quality sushi grade tuna possible.

Photo/Video Policy: Photographs and video clips are the primary source of marketing for a charter fishing business. The party representative and party members consent to allow Openbow LLC/Victoria Ltd Charters to capture still photographs and motion video clips during the trip and publish for the purpose of advertising, promotion of sponsor products and social media promotion. Party representative and party members may use their own photography and video equipment on board and agree that any photographs and/or videos posted on social media or shared with Openbow LLC/Victoria Ltd Charters that are not watermarked for copyright protection will result in a **waiver of copyright protection by the party** and the media may be used by Openbow LLC/Victoria Ltd Charters for the purpose of advertising, sponsor promotions, and social media promotions.

Rate Sheet:

Inshore (Fluke, Sea Bass, Bluefish, Tautog, Striped Bass) 6 person max	\$500 (4hr) \$600 (6hr) \$750 (8hr)
Midshore (less than 40nm from BI) 10-12hr Charter (Bluefin Tuna, Yellowfin Tuna, Albacore, Jumbo Sea Bass, Bluefish, Cod, Mahi Mahi) 4 person max	\$1200
Midshore (40-65nm from BI) 12-14hr Charter (Bluefin Tuna, Yellowfin Tuna, Albacore, Jumbo Sea Bass, Bluefish, Cod, Mahi Mahi) 4 person max (Jig/Pop Speciality Trips 3 person max)	\$1400 to \$1500 based on distance to fish
Offshore (65nm+ from BI and all Canyons) 16hr Charter (Tuna, White Marlin, Wahoo, Mahi Mahi, Tilefish, Swordfish) 3 person max	\$1800
Open Boat Offshore Fishing	Middle Grounds \$350pp Offshore/Canyon \$450pp Fall/Winter Run/Gun \$300pp

Prices are based upon current fuel costs. Charters can be subject to a 10% maximum fuel surcharge if fuel prices increase over \$3.50/gal.

DEPOSIT AND SIGNED CHARTER AGREEMENT IS TO BE SENT TO:

Openbow LLC
6 Loretta Ct.
Howell, NJ 07731

(OR)

Deposit and Signed Charter Agreement can be scanned electronically to **openbow.org@gmail.com**

Thank you for choosing to book your charter with Openbow Sportfishing. A \$200 (inshore), \$300 (midshore) and \$400 (offshore) deposit is due with your booking. Open boat must be paid in full 24hrs prior to departure. By signing below, you are agreeing to all the terms listed above. You are considered the representative for your party. The morning of our departure all additional anglers and party members will be required to sign and date agreeing to the above charter terms listed prior to departure.

Payment Methods: Deposits either Paypal (contact us for details) or check payable to Openbow LLC mailed to above address. **Balances** due prior to departure may be Check, Money Order, or Paypal. **If paying balance on actual charter date cash is required.**

I hereby acknowledge by signing below as Party Representative that I have read and understand all of the sections included in the “Agreement for Clients/Openbow LLC/Victoria Ltd Charters” section of this contract.

SIGNATURE OF PARTY REPRESENTATIVE:

(1) Name: _____ Date: _____
Signature: _____

Only the Party Representative Signature is required to book a charter. All other party members will be asked to sign the contract prior to departure.

SIGNATURES OF ADDITIONAL PARTY PARTICIPANTS:

(2) Name: _____ Date: _____
Signature: _____

(3) Name: _____ Date: _____
Signature: _____

(4) Name: _____ Date: _____
Signature: _____

(5) Name: _____ Date: _____
Signature: _____

(6) Name: _____ Date: _____
Signature: _____

Capt. Doug’s Cell Phone (732)-996-7547

Directions to Boat: Victoria is berthed at Barnegat Light Yacht Basin at Historic Viking Village Seport in Barnegat Light, NJ. Upon entering Long Beach Island stay left and head north toward the Boro of Barnegat Light. Turn left on 18th St. Cross over Bay Avenue and into the parking lot. Park to the right hand side (north) of the lot. There is a long dock and we are at the end of that pier first slip on the corner.