CHARTER AGREEMENT

This charter agreement is made between the following parties:

*Daylight in the Swamp Fishing Charters LLC*, *Captain Todd Carmer* **and**

NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ADDRESS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CITY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

For the sum of **$100.00 per fisherman**, the above-named agrees to the terms and conditions set forth in this contract. A deposit of $100.00 returned with this signed agreement is due no later than 10 days prior to your charter date and the balance payable on the charter date. **Make checks payable to: Daylight in the Swamp Charters LLC.** **Credit card payments are accepted on our website:** [**www.daylightintheswampcharters.net**](http://www.daylightintheswampcharters.net) **Please return signed contract to: Capt. Todd Carmer 200 N. 21st St. Newark, OH 43055.**

**TYPE OF CHARTER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ CHARTER DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

CONDITIONS OF AGREEMENT

1. **Cancellations shall be made by mail or phone no later than ten (10) days prior to said charter date**. **Full refunds** **will be given** **under these conditions only. No refunds will be given for charters cancelled less than 10 days from the charter date, and available re-schedule dates are not guaranteed.**
2. Cancellations caused by inclement weather, rough seas, storm warnings, mechanical defect or any other conditions beyond the control of the Captain will be rebooked on a future date agreeable to charter party and Captain.
3. The Captain has the final word concerning the vessel’s sailing.
4. All rates apply to the charter of the boat with a four (6)-passenger limit unless otherwise specified.
5. On all charters the length of the trip will be 6-8 hours or a limit of fish from scheduled time of departure to arrival back at the dock unless early return is forced due to bad weather or at request of charter party.
6. Charters not arriving within one (1) hours of the scheduled departure time will be considered cancelled by fishing party with forfeiture of all deposits.
7. The Captain may cancel any charter without refund for any of the following reasons:
   1. Said charter is intoxicated, under the influence of drugs or acts in an unruly manner. Federal Law prohibits possession of any illegal drugs on board the vessel Daylight in the Swamp. The Captain of this vessel has "Zero Tolerance" for illegal drugs, regardless of the quantity, being carried on board. All drugs will be reported to the U.S. Coast Guard and U.S. Customs Service.
   2. Said charter poses a threat to the safe operation of the vessel or obstructs the Captain from his normal duties.
8. Tagging and/or releasing of all unwanted fish is strongly recommended. All fish caught is property of the charter party.
9. All federal and state catch regulations will be enforced.

10. No hard liquor or wine is allowed, however, beer is permitted.

11. No firearms or explosives will be allowed on board the vessel.

12. In return for accepting these conditions, the Captain of said vessel will offer the following to all

customers:

* 1. All necessary tackle, equipment and bait.
  2. All necessary insurance and life-saving equipment as required by law. Life jackets are located in the cuddy cabin.

If you have any questions regarding this contract or the charter itself, please contact Captain Todd Carmer at (740)586-9953 or [carmera123@gmail.com](mailto:carmera123@gmail.com). We appreciate your business and look forward to a great trip!

ACCEPTED BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*Customer Signature*