

# 1<sup>ST</sup> CLASS BASS CHARTERS, LLC MASTER SERVICE AGREEMENT

**THIS CUSTOMER SERVICE AGREEMENT**, the (“Agreement”), sets forth all of the terms and conditions between **1<sup>ST</sup> CLASS BASS CHARTER, LLC**, a Michigan Limited Liability Company, the (“Seller”), and the following client, collectively referred to as the (“Parties”), for the provision of the following charter fishing services.

In consideration of the following terms and conditions, the Parties agree to the following:

## CLIENT INFORMATION

- **CLIENT NAME:** \_\_\_\_\_
- **CONTACT NAME/ TITLE:** \_\_\_\_\_
- **ADDRESS:** \_\_\_\_\_
- **TELEPHONE/FAX:** \_\_\_\_\_
- **E-MAIL ADDRESS:** \_\_\_\_\_
- **CUSTOMER I.D.** \_\_\_\_\_

## CHARTER SERVICES AND RATES

Seller agrees to perform one of the following charter fishing services as requested and booked by Client.

1. **Full day charter:** Eight hour charter beginning at \_\_\_\_\_, and ending at \_\_\_\_\_, regardless of when the boat departs from the dock. A full day rate is \$ 350.00.

2. **Half day charter:** Half day charters consist of either four or six hour services, as requested by Client. Half day charters also begin at \_\_\_\_\_ and end at either \_\_\_\_\_ or \_\_\_\_\_, regardless of when the boat departs from the dock. A four hour half day charter is \$ 250.00 and a six hour half charter is \$ 300.00.

All charters require an initial deposit of \$ 150.00 to be received by Seller prior to Seller booking the charter. All remaining fees shall be paid on the date of the charter prior to the boat leaving the dock. All payments shall be in the form of cash or personal check made out to Seller. All personal checks require a valid driver’s license. Seller shall provide Client with a \$ 50.00 discount on all subsequent charters booked within three months of the original charter.

Client acknowledges that the maximum number of guests on either charter shall be two adults (16 years old) or one adult and two minors.

Client further acknowledges that Seller offers Client no guarantees, representations or warranties as to the number or type of fish caught, weather or water conditions, or any other foreseeable or unforeseeable condition. Seller shall perform all charter services in a “reasonable” professional manner, in accordance with comparable industry standards, barring any unforeseen circumstances delays or superseding events not caused by Seller.

Client further acknowledges and agrees that Seller's services shall only be made available to those guests named by Client upon booking or subsequently communicated to Seller at least three days prior to the charter date.

### **CANCELLATION AND RESCHEDULING**

The Parties acknowledge and agree that Client shall be entitled to their initial deposit upon Seller's receipt of Client's notification to cancel or reschedule a booked charter **within three days prior to the scheduled date**. Notification shall be received by Seller by way of e-mail, telephone or personal contact. Client acknowledges that any cancellation received **within three days from the scheduled charter date** shall constitute a material breach of this agreement, thus immediately releasing Seller from any further obligations and causing Client to forego their initial deposit.

The Parties also acknowledge that Seller reserves the right to cancel or reschedule any booked charter up to six hours from the scheduled departure time as a result of dangerous or inclement weather, as determined by Seller.

The Parties further acknowledge that Client shall not be entitled to reschedule or cancel the charter once the boat has left the dock.

### **ADDITIONAL CONDITIONS**

The Parties acknowledge that as a pre condition to Seller fulfilling its obligations, all Client guests who will be fishing must have on their person and be able to show Seller all required Michigan and or Canadian fishing licenses, depending on seasonal and species requirements. Seller shall communicate to Client which licenses are required at least one week prior to the scheduled charter date, however, Seller shall not be responsible for any Client guest not having sufficient or the correct licenses, or any costs, penalties, fines or other actions taken upon any Client guest as a result.

Client acknowledges and agrees to wear all life preservers or flotation devices requested and furnished by Seller prior to leaving the dock. The Parties agree that Client may furnish and utilize their own life preservers or flotation devices, assuming they are of correct size, standard and have not expired. Client's refusal to wear said preservers or flotation devices shall constitute a material breach of this Agreement thus relieving Seller from any further duties and causing Client to forfeit all initial deposits paid.

### **ASSUMPTION AND RELEASE FROM LIABILITY**

Given the inherent nature and danger of open water fishing, Client assumes all responsibility and liability associated with their participation or observation of said charter fishing, and further releases and holds Seller harmless from any and all causes of action, suits, and other legal proceedings brought by any third party associated with care, use or maintenance of Seller's fishing equipment or boat and Seller's performance of the agreed upon charter fishing services.

### **GOVERNING LAW**

This agreement shall be governed and interpreted in accordance with Michigan Law, and the parties expressly consent to personal jurisdiction in any competent court in the State of Michigan

for any action or proceeding brought by either party to interpret or enforce the terms of this agreement.

**AUTHORITY TO CONTRACT**

The Parties acknowledges that they have read and fully understand the terms of this agreement, that this writing contains the entire agreement between the parties and that they have the legal authority and capacity to enter into this agreement.

ACCEPTED AND AGREED UPON BY THE PARTIES:

• \_\_\_\_\_  
Client:

\_\_\_\_\_  
By: Michael Stein, on behalf of  
1<sup>st</sup> Class Bass Charters, LLC

Date: