

## **TERMS AND CONDITIONS**

Please take a moment to read our Yami Outdoors charter terms and conditions. By making a booking you acknowledge that you have read our terms and conditions and agree with them. Knowing what is expected and abiding by these policies is vital in any of our Yami Outdoors offered services. Please help us keep you safe by adhering to these rules and listening to some basic instructions given by Captain Matt.

Prior to participating in any Yami Outdoors services it is important that the person(s) booking the service(s) and all passengers understand the following terms and conditions.

## **FISHING CHARTER GENERAL RULES**

1. A licensed Captain will assist you and ensure you have a safe and enjoyable experience aboard our boat or any vehicles or equipment used during your adventure.
2. The Captain has total authority on the vessel and any decision made by the Captain overrides any other prior agreement and/or decision.
3. Please arrive 15 minutes prior to the departure time at the designated rendezvous point agreed upon.
4. If you are running late please call Matt and provide an ETA, Matt will wait for you, but the boat or scheduled service may be altered to accommodate other charters that are scheduled.
5. No alcohol or illegal drugs allowed on Yami Outdoors boats or in our vehicles. Medical cards don't mean Weed is legal!
6. Travel times to and from the fishing grounds or fishing spots are included in the length of the trip.
7. Captain Matt has the right to reschedule any charter due to weather.
8. The Captain will offer a safety brief on board before departure.
9. Yami Outdoors will not be responsible for the loss or damage of any items or valuables brought on board the vessel by customers.
10. All FWC rules and bag limits will be followed, if you're not sure then ask, if you know it's wrong, then don't ask!
11. You will be required to sign our standard indemnity form before departure. Please bring a valid Identification Document with you.

## **FISHING TOUR / CHARTER RESERVATIONS**

1. All reservations must be booked in advance.
2. Short notice cash bookings are "cash in hand" at the dock prior to the start of the tour.
3. Charter Bookings will only be confirmed by us upon receipt of a 50% deposit payment.
4. Upon reflection of your deposit payment in our bank account, we will email and / or call you your Booking Confirmation.

5. For online payments, we use Direct Pay Online (D.P.O), our secure service provider. To enable us to send you our online payment form, we will require the following: 1. Cardholders Full Name as per Credit Card. 2. Cardholders email address.
6. All Tour / Charter Bookings must be paid for in full before departure.
7. We accept VISA and MasterCard only. (No American Express). Cash payments are also accepted, but a credit card is required to make the reservation.
8. We accept reservations by phone or email.

## **CANCELLATIONS AND REFUND POLICY**

1. We reserve the right to cancel any scheduled fishing, hunting or eco charter or tour due to unforeseen circumstances such as inclement weather or mechanical issues, even at short notice.
2. If we cancel the tour / charter there will be a full refund and the cancellation fee does not apply.
3. It is at the Captain's discretion whether the charter will be canceled, a later departure or earlier return to port is called for due to any circumstances or weather conditions.
4. All cancellations by customers must be made in writing / email and occur within a minimum of 2 days / 48 hour' notice prior to the scheduled charter date. In this case your tour / charter deposit / payment will be refunded.
5. Your Tour / Charter Deposit / Payment will not be refunded if you cancel your tour / charter with less than 2 full days notice.
6. No show or cancellation within 24 hours of the scheduled charter date will incur a 100% Charter Fee payment.
7. In Game - Fishing Tours / Charters, there will be no refund if no fish or game are caught.
8. If a person gets seasick or becomes unwell, the Captain will offer to spend the remaining time at sea or return to port. Either way, there will be no refund.
9. If the weather turns bad unexpectedly and the Captain decides to return to port, a partial refund may be given.

## **FISHING CHARTER TOURS**

1. The Captain will do his best to find you the fish you desire, including networking with other Charter Captains that are out in the area too, the goal is to provide your desired trip.
2. The Captain does not usually fish or shoot on your charters/hunts. The best spots, equipment and baits are saved for you, the customer. Some fish allow for the Captain to take a daily limit as well, so please ask.
3. A fishing license is not needed or required by guest anglers onboard our boats in the Gulf of Mexico. A license is required if fishing freshwater lakes or rivers that are not part of the Gulf system..
4. Our boats are rigged for fishing. We provide quality fishing equipment (fishing rods/reels) for your use. We also provide bait, artificial lures, and chum. You may bring your own fishing rods/reels and lures if you prefer.

5. We will require reimbursement for any equipment damaged through negligence.
6. We provide a cooler with ice for your use, bottled water, and dry storage . You are welcomed to bring other beverages and food to the boat.
7. We cannot guarantee the fish will be biting on a particular day but we will use our best endeavors to get you on the fish and to cater for all levels of angler experience.
8. It is our mission to optimize everyone's opportunity to catch a fish. Fishing or hunting with Yami Outdoors does not guarantee every customer catches a fish or game. Fishing and hunting is a sport of chance and many variables outside our control determine the catch rate.
9. All gilled or arrowed fish/rays will be kept and processed, wanton waste is not acceptable. If we aren't going to use it, we aren't going to kill it.

## **CUSTOMER BEHAVIOR AND ALCOHOL**

1. It is required that all customers behave in a safe and respectful manner to all staff, other customers and our property.
2. If we find that there has been loss or damage to our equipment or vessel due to negligence or unruly behavior, you will be liable to cover the costs of these repairs or replacement value of the equipment.
3. The Captain reserves the right to cancel a trip and return to port immediately if unruly or unsafe behavior is displayed. In such an event, no refunds will be made.
4. We require that all our customers onboard behave responsibly at all times.
5. The Captain reserves the right and sole discretion to refuse to allow a passenger or passengers onboard the vessel if they are under the influence of alcohol or drugs. In such an event, the charter will be canceled and no refunds will be made.

## **SAFETY**

1. We welcome children of almost all ages. Children under the age of 16 must be accompanied by an adult. No children under the age of 5 are permitted
2. Customers must follow the Captain's instructions at all times while onboard.
3. Our primary concern is for your safety, and you must comply with any instructions from the Captain immediately and without argument. This includes wearing life jackets when asked to.

## **WEBSITE POLICY**

1. Yami Outdoors may publish any pictures or videos taken on board the tours / charters for web or promotional purposes. Any person who has issue with this should discuss the matter with the Captain or the manager prior to departure.
2. The content of the pages of this website does not form part of any contract and is for your general information and use only. It is subject to change without notice.

3. This website contains material which is owned by or licensed by Yami Outdoors. This material includes, but is not limited to, the design, layout, look, images, appearance and graphics. Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these terms and conditions.

4. Unauthorized use of this website may give rise to a claim for damages and/or be a criminal offense.

5. From time to time this website may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s).

**Terms and conditions above will also be made as a printable document which will include:**

Contracted By: \_\_\_\_\_ Fishing Date: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Price: \_\_\_\_\_

Depart Time: \_\_\_\_\_ Departure Date: \_\_\_\_\_ Destination: \_\_\_\_\_

*\*at the top*

*And at the bottom*

I agree with all the terms stated above

Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

E-Mail \_\_\_\_\_

Telephone \_\_\_\_\_ Bus. Phone (i.a) \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_