

## No Fluke Charter Fishing & Tours

Fishing Charter & Tour Boat Policies, Terms & Conditions  
Captain Dave Monti, telephone on boat and in office is 401.480.3444,  
E-mail: [dmontifish@verizon.net](mailto:dmontifish@verizon.net); website [www.noflukefishing.com](http://www.noflukefishing.com)

We do everything in our power for you to have a great time on your charter fishing or tour excursion, but we do have some rules. Some are for your safety and others protect our boat, our equipment, and our crews. The following is a review of our Terms and Conditions.

1. The Charter operates under the authority of the Captain. The Captain has the authority to terminate the Charter in the event of unacceptable conduct by the Charter party.
2. No illegal substances or firearms are permitted on board. Discovery of the presence and/or use of illegal substances and/or firearms will immediately terminate the Charter without refund and the vessel will return to port.
3. When you reserve a Charter date, it is your Charter date if the Captain determines that the date is fishable and/or can leave port for a tour. It is your responsibility to arrange your party unless otherwise agreed in writing.
4. If you request that the Captain assist you in finding additional members for your Charter party, there are no guarantees or responsibilities associated with that assistance. You should be aware that in the event that the Captain finds additional party members on short notice, they are likely not to agree to pay their full share of the Charter. You are responsible for the balance of the agreed Charter price.
5. A cancellation called by the Captain due to weather or mechanical problems will create a deposit credited toward another Charter date or a refund. A trip terminated by the Captain due to the weather once fishing has commenced will not be entitled to a credit or a refund if the Charter party agreed to leave the dock. A trip terminated due to member(s) of the Charter party getting seasick will not be entitled to a refund or credit. A trip canceled in advance by the charter party will create a credit of the paid deposit to a deposit on a charter trip on another date as determined by the charter party and the Captain. If the replacement date cannot be determined during the same year, the credit will carry forward into the next year.
6. The Charter includes proper use of our properly and outfitted charter boat, the Captain, all tackle, bait, and ice for the type and length of Charter trip contracted. The boat does not have toilet facilities.
7. The Charter does NOT include food, beverages, or misuse of the boat or equipment.

8. The Charter party is responsible for loss of or damage to equipment belonging to the boat that must be replaced in kind or by paying for replacement(s) as determined by the Captain. The Charter party is also responsible for damage to the boat. Paying careful attention to directions from the Captain will minimize chance of loss or damage to the boat and equipment and/or injury to a member of your Charter party or the Captain. The Captain will provide a safety and familiarization tour prior to leaving the dock. Normal wear and tear is excepted from this condition. If a member of your party has a tendency to get seasick, discuss the matter with the Captain prior to your reserved Charter date. Medications (like "Bonnie") are available for this syndrome but usually works best when started the night before your trip.
9. The Captain is always willing to teach members of the Charter party how to rig tackle and baits as well as to explain why we do the things that we do. The Captain or crew will always explain the operation of the various pieces of equipment on the boat. All you have to do is ask.
10. Please be aware it is customary to pay tips. Generally for good service, a tip 15% of the total Charter price. And, for superior service, the tip is generally 20% or more of the total Charter price.
11. Fish cleaning may be arranged with the Captain.
12. There are NO guarantees concerning how many or what type of fish you and your party will catch. We do guarantee that the equipment is in proper repair and that our professional crew will do everything in its power to give you and your party a wonderful fishing or tour experience. The sport is called "Fishing" not "Catching". There are days when we catch more fish than other days and there are many conditions that govern catching success. Not in the least of those conditions are the abilities of the anglers in your party. Listening and following suggestions and directions will increase the likelihood of catching fish especially after fish have been hooked. It is possible that your charter date might not produce many keeper fish. Please base your treatment of our team on their performance and work ethic and not how many fish you take home.
13. Bringing your own tackle on your Charter is generally not suggested. The boat is fully equipped and the crew knows how to use our equipment. Our equipment is heavily maintained and we change line at the slightest sign of wear. If you wish to bring and use your own equipment, it must be agreed to by the Captain prior to your reserved Charter date.
14. The Captain, owner, and/or our insurance company prohibit liquor other than beer and any beverages in glass bottles on board the boat. Beer will be limited to not more than one six pack per person who drinks beer for full day. In the event that members of your

Charter party become intoxicated to the point that the Captain determines that they create a hazard to themselves or others, the Charter will be immediately terminated without refund and the boat will return to port.

15. We have bottled water on the boat. Any beverages you bring will be placed in the drink cooler on board. The crew requests that you put your coolers back in your vehicle after loading your supplies on the boat in order to keep the cockpit free of obstacles.
16. The balance of your Charter price over and above your deposit is due and payable, at the latest, on the dock prior to leaving on your trip.
17. No trash, garbage, or other materials are to be thrown overboard into the water.
18. The crew expects you to be on time for your trip.
19. The Captain will call the person and telephone number noted on the reservation slip the night before your Charter between 5:30 p.m. and 6:30 p.m. to discuss recent catches, catch locations, the weather, sea conditions, confirm point of departure, etc.
20. The crew requests that you respect others if you must smoke. The crew retains the right to request "No Smoking" periods. Burn marks on our teak and elsewhere are your responsibility.
21. Children are welcome aboard. The crew takes great pleasure in teaching children what we do and how we do it.
22. Children age 12 and under are required by Coast Guard regulations to wear personal flotation devices, life jackets, when not in the boat's cabin. The crew will remind children in your party regarding this regulation. Please assist in making sure that children covered by this Coast Guard regulation comply. You may bring a suitable life jacket for your child as long as it is Coast Guard approved.

It is the job of the crew to provide a pleasant fishing or tour experience. The crew will do anything within reason to make sure that you and your party has fun on your charter excursion. If you have questions, please feel free to ask the Captain.

## Reservation Slip for No Fluke Charter Fishing & Tours

Name:

Home/work address:

E-mail address:

Today's date:

Date and time of trip:

Contact number to reach Charter party night before and day of charter:

Agreed upon rate:

Agreed upon deposit:

I have read and understand the No Fluke Charter Fishing & Tours policies, terms and conditions:

Signature:

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(Make checks payable and mail deposit to: No Fluke Fishing, 399 Greenwood Avenue, Warwick, RI 02886. Call Captain Dave Monti at 401.480.3444 with questions or e-mail him at [dmontifishing@verizon.net](mailto:dmontifishing@verizon.net) . Visit [www.noflukecharters.com](http://www.noflukecharters.com) for additional information.)