

## **Fishing Contract Vancouver Island Lodge Ltd.**

### Letter Contract of Agreement

This AGREEMENT is made by and between Vancouver Island Lodge Ltd. hereinafter referred to as "VIL" and \_\_\_\_\_ hereinafter referred to as "Client." VIL and Client may be referred to herein individually as "Party" or collectively as "Parties".

This Agreement will be effective when VIL has received Client's deposit and this Agreement is signed by both Parties. The Parties, in consideration of the mutual promises contained herein, now agree as follows:

#### VIL AGREES TO:

- Provide Client with a fishing trip with Client arriving \_\_\_\_\_, and departing on \_\_\_\_\_.
- Provide the Client with a suggested list of clothing and personal effects needed for the trip; regulations, necessary application forms and other reasonable information pertaining to the trip.

#### THE CLIENT AGREES TO:

- Accept and abide by the provisions of this Agreement, pay all fees when due, and furnish all required information by the dates requested.
- Each person shall sign a waiver before going on fishing trip.
- Fish in a manner consistent with British Columbia fish and game laws and regulations and abide by VIL guide rules as directed by VIL.
- Client understands he/she is personally responsible for any violations committed by Client.
- Be in good physical condition, be able to swim, or let VIL know if Client cannot swim. VIL is not responsible for Client not knowing how to swim or to be able to fish the areas involved.
- Clients will disclose all physical restrictions when returning this Agreement.
- Accept responsibility and pay for all damages caused to property, boats and equipment.
- Client agrees that he or she assumes the risk of fishing based upon disclosed or undisclosed conditions.
- Client understands that VIL will make all reasonable and legal efforts to make this a successful fishing trip but because of the unpredictable nature of weather, fish movement, success cannot be guaranteed.
- Client will read, sign, understand, and accept the Waiver & Release of Liability Claims and Assumption of Risk Acknowledgement and return the same with this Agreement.
- Client is responsible for all costs to and from the Victoria International Airport.

#### FEES AND CONDITIONS:

In consideration of VIL providing the services as set forth herein (including attachments), the Client agrees to pay VIL the sum of \$ \_\_\_\_\_CND per person for agreed upon trip.

**Total price for this trip is \$ \_\_\_\_\_**

An initial nonrefundable deposit and a signed copy of this Agreement are due at the time of booking. Places in a specific trip or for specific days are accepted on a first come, first served basis only, based on receipt of deposit and completed Agreement. **Total deposit required for this trip is \$\_\_\_\_\_ CND.**

The balance of fees shall be paid prior to departure of fishing trip. In no case will the Client be allowed to participate in, nor be provided with any services performed by VIL until VIL has received payment in full with funds as stated above. **Total amount due on or before arrival for this trip is \$\_\_\_\_\_**

SAFETY IS ALWAYS THE FIRST PRIORITY.

In the event the Client defaults in the performance of any of his/her obligations, from and after the date of arrival, the Client shall not be entitled to a refund of any portion of the deposit. In the event that VIL is unable to perform all or any portion of its obligations hereunder, for reasons beyond VIL control due to weather, an act of God or governmental action, the Client, as provided above, shall not be entitled to any portion of his fee refunded.

**DISCLOSURE, DISCLAIMER, AND WAIVERS:**

The Client acknowledges that he or she has signed, understood, and read the Waiver & Release of Liability Claims and Assumption of Risk Acknowledgement, incorporated herein, and further acknowledges that the risk associated with conditions of the area, the elevation, weather conditions, unavailability of immediate professional medical attention, travel by foot, boat, or vehicle, by persons within or outside VIL facilities are substantial, and that while VIL will attempt through ordinary and reasonable care to minimize the risks, such risks are specifically assumed by the Client.

**MISCELLANEOUS:**

This Agreement is a total and complete integration and contains the entire understanding between the Parties with respect to the subject matter hereof. It supersedes all prior and contemporaneous written or oral negotiations and agreements between the Parties. This Agreement may be amended only in writing signed by both Parties.

Any attachment or addendum hereto signed by both Parties will be a part of this Agreement and will be incorporated herein by reference. In the event any provision contained in such attachment or addendum is contrary to or inconsistent with any provisions set forth herein, the provisions of the attachment or addendum will supersede and prevail over any such provision herein.

This Agreement's typed print may not be modified or amended by anyone other than VIL. Changing typed print in any respect whatsoever nullifies the change and is not binding upon VIL, and VIL may retain all monies paid as damages for deception. Changes or modifications are to be done in obvious hand writing in the appropriate location or below in the specific changes/clarifications section. Guides and other employees and agents of VIL have authority to modify or change this Agreement; however, changes must be underlined or otherwise obviously indicated and presented to and approved by VIL.

This Agreement is deemed made at VIL's place of business in the Province of British Columbia, and shall in all respects be governed by the laws of British Columbia. The courts of Vancouver, British Columbia will have exclusive jurisdiction over any dispute relating to this Agreement.

In the WITNESS WHEREOF, WE HAVE HEREUNTO set our hand on the date indicated, the last such date governing the effective date of said Agreement.

Done for the following Client who acknowledges that s/he has read the Agreement with attachments and agrees to the terms thereof.

Print Name \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ Province/State \_\_\_\_\_ Postal  
Code/Zip. \_\_\_\_\_  
Phone \_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_

Accepted by Vancouver Island Lodge Ltd. on the \_\_\_\_\_ day of \_\_\_\_\_.

Signature: \_\_\_\_\_

A Deposit in the amount of \$ \_\_\_\_\_ was received by  
\_\_\_\_\_ on \_\_\_\_\_ for the following day(s)  
\_\_\_\_\_.

\_\_\_\_\_ Check here to give permission to use digital photos of this fishing package trip on the Vancouver Island lodge Ltd. Website

\_\_\_\_\_ Check here to deny permission to use digital photos of this fishing package trip on the Vancouver Island lodge Ltd. Website