

## **Hawaii Marlin Tournament Series**



### **Cancellation Policy for Entry Fees and Charter Boats**

#### **Tournament Entry Fees**

If the tournament is owned and operated by Tropidilla Productions LLC and the client is unable to participate the “jackpot portion” of the entry fees will be refunded upon written request outside of 15 days of the first fishing day of the specific tournament. If the refund request is received inside of 15 days of the first fishing day of the specific tournament the “jackpot portion” will be refunded, minus a 10% penalty charge.

If the tournament booked by Tropidilla Productions on behalf of the client is not owned by Tropidilla Productions LLC then the refund/cancellation policy of that tournament operator will apply. Tropidilla shall assess a 10% handling charge on the gross value of the entry fees refunded.

#### **Charter Boat Cancellations**

Tropidilla books charters for clients that fish during/ in tournaments, and outside of tournament dates, or non-tournament fishing. Please note which policy section corresponds to your specific charter.

Cancellations are non-refundable unless : a) refund request is made in writing/e-mailed to Tropidilla Productions LLC and received prior to 45 days from charter/trip date which will result in a full refund subject to a 20% penalty charge. b) No refunds for full or partial cancellations made less than 15 days prior to charter c) unless charter is cancelled prior to departure by US Coast Guard due to weather .d) if charter is cancelled prior to departure due to mechanical failure an alternative boat of similar size will be provided / If canceled by Captain due to mechanical failure that occurs while fishing & requires return to port, refund will be pro-rated based on time remaining in charter.- however, repairs made on the water to enable charter to continue or cause delays returning to port do not constitute a cause for refund. e) Cancellations by captain for safety of clients due to weather or other circumstances shall be also be pro-rated - captains are licensed by the US Coast Guard and remain in full control on the water, pro -rated or partial refunds will only be offered if captain or fleet manager deems it necessary to cancel charter. However if charter is cancelled due to inappropriate or illegal behavior from client no refund will be offered. f) request from client for early return to harbor are non-refundable under any circumstances. g) No refunds for motion sickness or rough seas. h) no refunds for missed boats i)Cancellations due to local strikes, fuel shortages or any other reason beyond our control or acts of God, shall be subject to a 20% cancellation fee k.) charters for tournaments are subject to tournament rates & are non-refundable if refund was requested less than 30 days from Charter/trip date, unless we can re-book boat for tournament. A 30% penalty fee will be charged for all tournament cancellations IF the boat is re-booked. l.) Charters for tournaments that are cancelled outside of 30 days are subject to a 30% fee if the boat is re-booked, or not.

## **Conditions & Release of Liability**

Applicable Worldwide: Trepidilla Productions LLC acts solely as the booking agent for all described services and is not responsible for the willful or negligent acts and/or omissions of suppliers or any carrier or their respective employees, agents, crew or representatives including, without limitations, their failure to deliver or their partial or inadequate delivery of services. All vouchers, coupons, receipts & tickets are issued subject to the terms & conditions specified by the suppliers and/or carriers. By utilizing the travel and/or activity services of the suppliers and/or carriers you agree that neither Trepidilla Productions LLC, nor any representatives shall be liable for cost or damages from any accident, injury, loss of life, property damage, property loss, personal loss or loss of mental or physical enjoyment etc. to you or to those traveling with you in connection with any services or resulting directly or indirectly from any occurrences or conditions. Payment of a reservation and/or signature on contract constitutes consent to release of liability, all provisions of the conditions and general information contained in a contract. Rates quoted are based on current rates and are subject to change without notice. Trepidilla Productions LLC reserves the right to change or cancel any arrangement or itinerary herein set forth should it deem it necessary to do so, and may offer substitutions of equal value. The right is reserved to refuse service to, payment from or decline to accept any person or persons as members of these groups or charters. Should there be a conflict of understanding, then the terms of this Trepidilla Productions LLC contract shall prevail.

### Rules & Conditions:

1. Payment and/or signature by a group leader or traveling head of household binds all parties in household or group to rules/conditions & release of liability.
2. Charters are based out of Honokohau Harbor, Kailua-Kona, Hawaii. Client is responsible for transportation to the boat(s). No refunds for missed boats.
3. Cancellation/Travel Health insurance available at current rates from many vendors. International travel & sport fishing is exciting & strenuous. Trepidilla Productions LLC accepts no responsibility for personal loss or personal injury.
4. For charters - taxidermy, meals/drinks, crew/boat tips are not included.
5. Changes, upgrades, extensions or modifications of charters subject to availability and additional cost. Tournament Charters subject to tournament rates and will fish according to times and rules of each particular tourna