

When a guide and a potential client agree in advance to go fishing on a particular date, an informal contract is created. In this situation, most guides require a deposit in order to hold the date for the client. Some guides require as much as half their total fee as a deposit, while others take smaller amounts. In essence, the deposit is placed by the client to show a firm commitment to the date, while the guide shows commitment by not offering the date to others. Once a deposit has been placed and the guide has begun holding the date, a set of informal rules or ethical principles govern what happens if the time of the charter needs to be changed for some reason. Either of the parties in the agreement might need to cancel the trip or change the date for legitimate reasons, meaning family emergencies, vehicle troubles (either car, truck or boat), illness or a death in the family. "Something came up at work" or "my buddy's getting married" do not qualify as legitimate reasons, whether this happens to the guide or the client. If the client needs to change the date (for any reason) after a deposit has been placed, the guide is obligated to move the date and honor the deposited amount, unless he's already turned other potential clients away from the date. In that situation, the guide should attempt to rebook the original date, and if successful, carry the deposit over to the new date, or issue a refund. If the date can't be rebooked after a sincere attempt is made to do so, the client's deposit becomes non-refundable or transferable. If the guide is forced to cancel the charter, the client should be allowed to reschedule, or the deposit should be refunded, whichever the client prefers. The exact timing of the cancelling or request to move the date of a charter is definitely an issue in these matters. Both parties are obligated to notify the other as soon as they know they cannot maintain their original level of commitment to the date. For instance, if the client becomes injured and the injury might prohibit the ability to fish, the guide should be contacted, so an attempt to reschedule the date can be made. If the client discovers a possible conflict at work, the same ethics apply, even if the conflict might not eventually come to fruition. Likewise, a guide who encounters a potential problem should do the same, as in a case where the boat breaks down and the length of time required to fix it is uncertain. The bottom line is the other party is entitled to know the date is in jeopardy as soon as possible, so other plans can be made. In the guide's case, this might mean rescheduling and making money instead of sitting around not making money. Changing a scheduled date earlier increases the likelihood both parties will be able to find something else meaningful to do with their valuable time. Sometimes, however, cancellations come up last-minute, even after the boat has been launched or left the dock. If the guide is forced to cancel the charter because of boat problems or because the weather is suddenly and unexpectedly too severe to allow for safe and productive fishing, the client's deposit obviously isn't lost. In this case, both the guide and client have lost money (the guide in the form of a lost day of work, the client in terms of traveling expenses and/or missed work). If the client cancels at the last minute, and the cancellation results from some unavoidable accident or unfortunate occurrence, like a sudden illness, family emergency or serious vehicle troubles, the guide shouldn't

claim the client's deposit. Conversely, if the cancellation occurs because of some irresponsible act on the client's part, such as staying out late at the bar and/or over sleeping, or simply forgetting the date had been made, the client should not only lose the deposit, but should pay the guide the fee for the day as if the charter had been run as planned. I'd also say a guide who behaves in a similarly irresponsible manner is obligated to pay all of the client's lost expenses to make up for the transgression, in addition to honoring or refunding the deposit. In essence, this informal contract between guide and client functions best when mutual respect is present on both sides. The guide and the client need to fully acknowledge the other's time is valuable, also that things come up which necessitate changing schedules. A client should never schedule a charter in advance without firmly and fully believing he will be able to honor the commitment to the specific date. Similarly, a guide should be diligent in attempting to save the client's deposited money when a cancellation is made well in advance of a scheduled charter, so the client can reschedule without either party suffering a loss.