



SADDLE HORN OUTFITTERS HUNTING CONTRACT

This AGREEMENT is made by and between Saddle Horn Outfitters, hereinafter referred to as "SHO" and _____ hereinafter referred to as "Client". This agreement shall be effective when SHO has received Client's deposit and this agreement is signed by both parties. The parties (SHO and Client) in consideration of the mutual promises contained herein now agree as follows:

1. SHO AGREES TO:

- a. Be insured as required by the applicable State licensing agency and the United States Forest Service.
- b. Client is scheduled to arrive on, _____ and depart on, _____. The parties understand that, notwithstanding the specified dates, the dates of the trip may change for reasons beyond the control of SHO. A representative of SHO agrees to meet client(s) at the designated pick-up point which is usually a trail head for the area they will be hunting in at agreed upon date of arrival or to have made arrangements to transport client(s) to another point of departure. Client is responsible for all costs to and from the trail head or other designated pick up/departure point and any costs incurred while in designated pick-up location. SHO will make all reasonable efforts to transport client(s) as soon as possible to the agreed upon camp location at its expense. **Client agrees to pay all associated costs if client elects to depart early or to stay longer** than scheduled. No refund is given by SHO to client for weather delays incurred when traveling to, from or in the field.
- c. Provide Client with a hunting trip for _____ hereinafter referred to as "Primary Species". SHO may consider allowing an incidental big or small game species to be hunted in addition to the primary species. Incidental species include any game that is not the primary species and may include Deer, Bear, or Forrest Grouse provided the season is open; client must have the proper big game tags.
- d. 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 hunt.
- e. Provide one Guide per two hunters unless otherwise specified and agreed upon.
- f. Provide necessary equipment and gear except rifle, rods, reels, or lures, sleeping bags, personal gear, hunting licenses, taxidermist fees, meat processing and liquor unless specifically agreed to in writing by SHO. Except in the case of a drop off hunt where client is responsible for all listed items above.
- g. Provide rules and regulations relating to wilderness activity and follow standard health and safety precautions and procedures in setting up and operating the camp. Outfitter will stress safety throughout the trip. **SAFETY IS ALWAYS OUR FIRST PRIORITY.**
- h. Transport meat, antlers and capes to your vehicle as needed.
- i. Provide accommodations to include tents with cots and stoves, toilet facilities and necessary supplies, food, and equipment necessary to conduct the agreed upon hunt. Temporary Spike camps may or may not have cots, stoves, or toilet facilities.
- j. Pay all land use permits and daily use fees.

i. DROP CAMP AGREES TO:

1. Provide drop camp accommodations consisting of tent lodging with stoves, cooking stoves and toilet facilities. Drop camp activities are

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exclusively on foot. NO horses will remain in camp unless accompanied by a wrangler due to insurance liability factors. NO guide service is provided in drop camp settings. Food and its preparation is the responsibility of the drop camp clients. Necessary clothing, gear, equipment, licenses, taxidermist fees, meat processing, shipping of meat, cape and antlers are client responsibilities.

2. Provide riding horses to/from camp on pack-in and pack-out days unless otherwise agreed upon that hunter will hike in or out or both.
3. Provide complete packing service for client's gear.
4. Provide pack-out service for quartered or boned animal. Animal to be packed-out should be in camp. Field dressing, capping, quartering, boning of game is responsibility of drop camp client.
5. Provide the specific additional items and/or additional service, if any, only as set forth and listed below.

ii. **GUIDED CAMP AGREES TO:**

1. Provide guided camp accommodations consisting of cook, food, tent lodging, toilet facilities and necessary supplies and equipment, except personal gear/equipment.
2. Provide field dressing and packing out game to base camp area and proper care of cape, hide and meat until time of the client's departure. Client will thereafter be responsible.
3. Provide riding horses for each client for the duration of the trip as needed.
4. Provide the specific additional items and/or additional services, if any, as set forth and listed below.

2. **THE CLIENT AGREES TO:**

- a. Accept and abide by the provisions of this contract.
- b. Pay all fees when due and furnish all required information by the dates requested. Client agrees to fully fill out all forms correctly and truthfully.
- c. Live and hunt or fish in a manner consistent with State game laws and regulations, Forest Service regulations and abide by camp and hunt rules as provided by SHO.
- d. Client understands they are personally responsible for any violations committed by Client.
- e. Is in good enough physical condition to be able to hunt the area and game involved. Client(s) will complete and sign the form, "RESERVATION & STANDARD INFORMATION FORM" and "ACKNOWLEDGEMENT OF RISK", as to his physical limitations, allergies, health, and weight problems, required medications and dietary restrictions when returning this contract. Client understands that notwithstanding any other provisions of this contract, outfitter may, in his sole discretion, return any fees and decline to accept client for reasons stated on such form. **CLIENT AGREES THAT HE ASSUMES THE RISK OF HUNTING, HORSEBACK RIDING, CAMPING, BASED UPON ANY DISCLOSED OR UNDISCLOSED CONDITION REQUIRED BY SUCH FORM.**

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- f. Client understands that SHO will make all reasonable and legal efforts to make this a successful hunting trip but because of the unpredictable nature of weather and animal movement, success cannot be guaranteed. That is why they call it hunting instead of killing.
- g. Client will refrain from consuming any alcoholic beverages during the hunting day or otherwise until all firearms associated with the hunt are unloaded and stored for the day.
- h. If born after January 1, 1965, provide a Hunter Safety Card or Number.
- i. Client will read, sign, understand and accept the release and hold harmless agreement and return the same with this contract.
- j. Any wounded game is considered killed game.

3. FEES AND CONDITIONS:

In consideration of SHO providing the services as set forth herein (including attachments), the Client agrees to pay SHO the sum \$_____ U.S. funds for agreed upon trip. License and Tag fees ARE NOT included in the above total.

- a. **DEPOSIT** An initial 10% deposit and a signed contract are due at the time of booking if the trip is for the following year OR a 50% deposit if the trip is for the current calendar year. Deposit paid is \$_____.

The balance (40%) of the deposit in the amount of \$_____ shall be paid before _____ in the form of cash, good check, certified funds or money order or the contract will be null and void and in no way binding on SHO unless accepted by SHO at its sole discretion. Total deposit will equal 50% of total hunt price. Places in a specific trip or for specific days are accepted on a first come, first serve basis only, based on receipt of deposit and completed contract. If full when received, SHO may return deposit and cancel contract without penalty.

BALANCE OF MONIES OWED The balance of \$_____ shall be paid on or before _____ with certified funds, money order or good personal check. In no case will the Client be allowed to participate in, nor be provided with any services performed by SHO until SHO has received payment in full with funds as stated above.

OR

A payment in the amount of \$_____ and a signed contract are due at the time of booking plus a monthly payment of \$_____ for _____ consecutive months due on or before ____/____/____ with a final payment in the amount of \$_____ due on or before August 1 the year of your hunt.

- b. SHO has placed its main base camp(s) in strategic locations known to hold huntable populations contracted for.
- c. Client must pay for all extra services not covered under the Trip fees such as Satellite phone use time fees, meat or trophy shipment, handling or packaging fees not covered by SHO before leaving Camp or Point of Departure as would be reasonable. In any event; Client agrees to pay fees within 15 days of being notified of payment due. For shipment of any items at the Clients request and delivered to requested shipper by SHO personnel in acceptable condition; SHO shall not be liable for shippers' negligence, non-performance, abuse or damage. SHO will strive to minimize extra costs and to inform Client of amount of potential costs where reasonable and practical; however, this does not eliminate nor reduce Client's responsibility.
- d. All monies deposited shall be held by SHO for and on behalf of the Client and applied against the total fee. In the event the Client terminates this agreement, or fails to make payment, the deposit may be retained by SHO as its sole and exclusive remedy hereunder as liquidated damages but not as a penalty inasmuch as the parties mutually

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agree that SHO damages may be difficult to ascertain. In the alternative, if Client does not pay all fees when required, SHO may treat this contract as being in full force and effect and maintain an action for damages against Client for all costs expended by SHO in preparation for said trip. In such event, Client agrees that she/he will be responsible for all costs and damages proven by SHO, including attorney fees. However, SHO may, at its discretion, allow the Client to apply forfeited deposit towards a trip at a later date, said date to be mutually agreed upon by SHO and Client.

- e. In the event that after the trip starts, the Client should desire to terminate the hunt early, SHO will, consistent with the rights and convenience of the remaining hunters and SHO, endeavor to transport the Client out of the hunt area. Any costs incurred for any unscheduled departures are the sole responsibility of the Client. Client acknowledges and understands that in such event, the decision as to when the Client will be transported out, will be at the sole discretion of SHO, and under such circumstances, the Client shall not be entitled to a refund of any portion of the fee.
- f. In the event the Client defaults in the performance of any of his/her obligations, from and after the date of arrival, either at the base camp or at such place of pickup of the Client by SHO, to include health and safety rules, violations of laws, regulations, or rules set forth by SHO, Client's right to participate further in the trip may be forthwith terminated at the sole option of SHO, and the Client returned to pick up/departure point as is the responsibility of SHO. Any costs incurred by SHO for terminating said hunt will be the sole responsibility of the Client. Under such circumstances, the Client shall not be entitled to a refund of any portion of the fee.
- g. In the event SHO materially defaults in the performance of its obligations hereunder due to circumstances other than weather, an act of God or governmental action beyond its control which may prevent travel, hunting, packing into or out of camp on certain days or in certain areas the Client shall be entitled only to a return of the prorated portion of this fee for the percentage of the trip not completed.

4. FEE NON-REFUNDABLE BUT TRANSFERABLE:

- a. The fee is non-refundable, but is transferable. Hunter may transfer his interest in hunting package to another person upon written notice to SHO. Before any such transfer becomes valid the transferee must sign a contract identical to this and agree to the same contractual stipulations and liability waiver, as defined in this contract.

5. DISCLOSURE, DISCLAIMER AND WAIVERS:

- a. The Client acknowledges that s/he has signed, understood and read the Release and Hold Harmless Agreement incorporated herein and further acknowledges that the risk associated with conditions of the hunt area, the elevation, weather conditions, unavailability of immediate professional medical attention, travel by foot, plane, boat or vehicle, and the handling of firearms in the trip area by persons within or outside SHO camp(s) are substantial, and that while SHO will attempt through ordinary and reasonable care, to minimize the risks, such risks are specifically assumed by the Client.

6. MISCELLANEOUS:

- a. Any attachment or addendum signed by the Client shall be a part of this agreement and be incorporated herein by reference as if set forth verbatim. In the event that any provisions contained in such attachment or addendum are contrary to or inconsistent with any provisions set forth herein, the provisions of the attachment or addendum shall supersede and prevail over any such provision herein.
- b. This contract's typed print may not be modified or amended by anyone other than an authorized agent of SHO. Changing the typed print in any respect whatsoever nullifies the change and is not binding upon SHO and SHO may retain all monies paid as damages for deception. Changes or modifications are to be done in obvious hand writing

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in the appropriate location or below in the Specific changes/clarifications section. Guides and other employees and agents of SHO do not have authority to modify or change this agreement which can only be modified or changed by Jesse Tatman, of Saddle Horn Outfitters

- c. This agreement is deemed made at SHO place of business in the State of Idaho, and shall in all respects be governed by the laws of the State of Idaho. Any action brought by either party to enforce any of the terms or conditions of this agreement shall be brought only in Franklin County. Each party consents to the exclusive jurisdiction and venue of the appropriate court in such County
- d. In consideration of SHO providing snow machines, ATV's, horses or like equipment for clients use; client agrees to accept all liability associated with using them, to include injury to one's self or others and damage to equipment or other property caused by client use of equipment. Payment is due upon presentation orally or in writing of fair damages due.
- e. No price of the hunt is for fishing or guided fishing.
- f. There is no additional Trophy fee charged for any animal harvested during your hunt.
- g. Hunters also agree to pay SHO a fair sum for any meat processing, packaging and/or shipping meat or trophies that are not covered in the contract. Generally, SHO is responsible for getting the meat out of the field and to the trail head. The hunter can then choose what they want to do. SHO will advise you on the various options.
- h. License and tag information forms should be mailed to SHO no later than 10 days from the signing of this contract along with a check to pay for them if SHO is applying for client's tags unless otherwise specified and agreed upon. Client pays for all license and tag cost.
- i. SHO reserves the right to hire any guide to be the guide of record for your hunt.

7. SPECIFIC CHANGES AND/OR CLARIFICATIONS TO CONTRACT:

- a. This hunt/trip is booked as a _____ guide _____ hunter(s).
- b. _____

_____ **I Do** give SHO permission to use me for a reference

_____ **I Do Not** give SHO permission to use me for a reference

I, the undersigned, have read, understand and agree to, without reservation, all terms and conditions outlined in this contract and agree to all items, terms, and situations stipulated above.

Signature _____ Date ____/____/____

Print Name _____

Accepted by _____ for Saddle Horn Outfitters on _____.
A Deposit in the amount of \$ _____ was received