

STATE OF COLORADO OUTFITTER REGISTRATION NUMBER 2547

CONTRACT OF AGREEMENT

THIS AGREEMENT is made by and between **Hughes Ranches, LLC a Colorado Limited Liability Company, 65891 Solar Road, Montrose, CO 81401**, hereinafter referred to as "outfitter" and _____ hereinafter referred to as "client". If client is a party of more than one person, the word client shall include party as a whole and each participant, who shall be personally and individually responsible for each provision herein and shall individually sign each contract, agreement, and attachment hereto. This agreement shall be effective when outfitter has received client's deposit and both parties sign this agreement, (outfitter and client), in consideration of the mutual promises contained herein, now agree as follows:

1. OUTFITTER AGREES TO:

- a. Be insured as required by the applicable State licensing agency.
- b. Provide client with a guided private land ____ hunt in game unit area 70, San Miguel County, Colorado for ____ (species) from the ____ day of ____ to the ____ day of ____ The parties understand that notwithstanding the specific dates, the dates of the outing may change for reasons beyond the outfitter's control due to change in season dates, permit dates, or other reasons to include closing of the area, all as a result of governmental action. The duration of the outing is as provided above, notwithstanding the fact that circumstances, including but not limited to weather, governmental action, staff illness, stock injury/death or other factors beyond the outfitter's control may prevent travel, hunting, packing into or out of hunting areas on certain days.
- c. Provide client with a suggested list of clothing and personal affects needed for the trip.
- d. Provide reasonable information requested by the client pertaining to the trip.
- e. Provide rules and regulations relating to big game hunting in Colorado and follow standard health and safety precautions. Outfitter will stress safety throughout the trip.
- f. Provide guided camp accommodations consisting of cook, food, lodging, toilet facilities and necessary supplies and equipment, except personal gear/equipment.
- g. Provide guide service consisting of one guide per two hunters (guide: hunter ratio).
- h. Provide field dressing and packing out game to base camp area and proper care of cape, hide and meat until brought in from the field. Client will thereafter be responsible.

2. CLIENT AGREES TO:

- a. Accept and abide by the provisions of the contract.
- b. Pay all fees when due and furnish all required information by the dates promised.
- c. Live and hunt in a manner consistent with State game laws and regulations, Forest Service regulations and abide by camp and hunt rules as provided by the outfitter.
- d. Purchase applicable license(s) as well as apply for any necessary validations for the hunt.
- e. Arrange for own travel to and from the hunting area.
- f. Is in good enough physical condition to be able to hunt the area and game involved. Client(s) will complete and sign the form, "REGISTRATION AND STANDARD INFORMATION FORM", 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, HIKING, HORSEBACK RIDING, CAMPING, BASED UPON ANY DISCLOSED OR UNDISCLOSED CONDITION REQUIRED BY SUCH FORM.
- g. Bring sufficient but not an excessive amount of personal gear based upon the list provided by outfitter.
- h. If born after January 1, 1949, have in position a Hunter Safety Card.
- i. 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.

3. FEES AND CONDITIONS:

In consideration of the outfitter providing the services as set forth herein above (including attachments) the client agrees to pay the outfitter the sum of \$_____ (each), US funds in the form of cash, certified funds or money order, as follows:

- a. A deposit of \$_____, (each), which shall be paid by the client to the outfitter with a signed copy of this agreement

received by the outfitter on or before _____ or the contract will be null and void and in no way binding on the outfitter unless accepted by him in his sole discretion. The outfitter subject to the terms and conditions contained herein shall hold the deposit. Places in a specific hunt/trip or specific days are accepted on a first come, first serve basis only based

on receipt of deposit and completed contract. If full, when received, outfitter may return deposit and cancel contract with no penalty.

b. The balance of the fee shall be paid on or before _____.

c. The deposit shall be held by the outfitter for and on behalf of the client and applied against the total fee. In the event the client terminates this agreement the deposit shall be retained by the outfitter as his sole and exclusive remedy hereunder as liquidated damages but not as a penalty inasmuch as the parties mutually agree that the outfitters' damages may be difficult to ascertain under such circumstances. In the event the outfitter retains the deposit as set forth herein, the client shall have no other or further obligation under this agreement.

d. In the event the client should desire to terminate the hunt/trip early, the outfitter will, consistent with the rights and convenience of the remaining client's and the outfitter, endeavor to pack or transport the client out of the area as provided above if such is the responsibility of the outfitter at the end of the hunt/trip period; however the client acknowledges and understands that in the event the client desires to terminate the hunt/trip early, the decision as to when the client will be packed or transported out, if such is the responsibility of the outfitter, will be in the sole discretion of the outfitter.

e. In the event the client materially defaults in the performance of any of his obligations, as set forth in paragraph 2, above, from and after the date of arrival, either at the base camp or at such place of pickup of the client (if applicable) by the outfitter, as provided in paragraph 1, above, to include health and safety rules, violations of laws, regulations, outfitters' rules, ranch rules, client's rights to participate further in the hunt/trip may be forthwith terminated at the sole option of the outfitter and the client returned to any such place as is the responsibility of the outfitter. Under such circumstances the client shall not be entitled to the refund of any portion of the fee.

f. In the event the outfitter materially defaults in the performance of any portion of his obligations hereunder, due to his own fault, the client, as his sole and exclusive remedy, either at law or equity, shall be entitled to the return of his fee in full upon demand. In the event the outfitter materially defaults in the performance of his obligations hereunder, due to circumstance other than weather or governmental action beyond his control, the client shall be entitled only to a return of the pro-rata portion of his fee for the percentage of the hunt/trip not completed. In the event the outfitter is materially unable to perform any portion of his obligation hereunder, for reasons beyond outfitter's control due to weather or governmental action, the client, as provided above, shall not be entitled to any portion of his fee refunded.

4. DISCLOSURES, DISCLAIMERS AND WAIVERS:

A. Pursuant to section 12-55.5-105(1)(C) and (1)(D) outfitters are bonded and required to possess the minimum level of liability insurance and that the activities of outfitters are regulated by the director of the division of registrations in the department of regulatory agencies.

B. WARNING; UNDER COLORADO LAW, AN EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES, PURSUANT TO SECTION 13-21-120 COLORADO REVISED STATUTES.

C. The client acknowledges that he has signed, understood and read the "OUTFITTER AND GUIDE RELEASE OF LIABILITY AND USER INDEMNITY AGREEMENT" and further acknowledges that he understands that the risks associated with the primitive conditions of the hunt area, the elevation, weather conditions, unavailability of medical attention, travel by foot, vehicle or horseback, and the handling of firearms in a hunt area by persons within or outside of the outfitter's camp are substantial, and that while the outfitter will attempt through ordinary and reasonable care to minimize the risks, such risks are specifically assumed by the client.

5. MISCELLANEOUS:

a. Any attachment or addendum hereto signed by the parties, or one party as required by the terms thereof, shall be a part of this agreement and be incorporated herein by reference as if set forth verbatim. In the event that 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 shall supersede and prevail over any such provision herein as to such inconsistency.

b. This agreement, including exhibits, schedules, attachments, and addenda attached hereto sets forth the entire understanding and agreement between the parties and supersedes any prior agreement, written or oral. There are no agreements, conditions, representations, statements or understandings between parties except as set forth herein.

c. This agreement may not be modified or amended in any respect whatsoever except by written instrument and executed by the parties hereto, any purported modification or amendment other than, as in accordance with this subsection, shall be null and void.

d. This agreement is made in the State of Colorado; county of San Miguel shall in all respects be governed in accordance with the laws of the State of Colorado. Any action brought by either party to enforce any of the terms of conditions of the agreement shall be brought only in such county. Each party consents to the jurisdiction and venue of the appropriate Court in such county.

6. HUGHES RANCH HUNTING RULES

Hughes Ranches prides itself on providing high-quality hunting experiences using fair chase methods. To maintain our quality standards and ensure the safety of our guests, the Ranch has established the following rules.

1. The Ranch and its employees will adhere to all Federal and State game laws at all times and uphold the highest standards of fair chase and ethical hunting. All Ranch guests are asked to do the same. The Ranch reserves

- the right to ask any hunter who refuses to abide by Ranch rules or State game laws to leave the Ranch, hunting privileges on the Ranch will be terminated, and violators may be subject to prosecution.
2. All hunters will be asked to attend an orientation meeting and weapon sight-in session the afternoon prior to their hunt dates. While this is not a mandatory meeting, we strongly urge you to attend. Your participation will help streamline the hunt for all parties, and ensure firearm accuracy has been retained after the trip to the Ranch. We are strongly committed to the wildlife resource and we ask for your help in doing everything possible to ensure quick, clean kills in the field.
 3. All Ranch guests (including non-hunting companions) will be required to sign a release of liability and a waiver of claims prior to the hunt.
 4. No access to the Ranch will be allowed prior to the hunt dates for the purpose of scouting game.
 5. Trespassing on neighboring private lands will not be tolerated, and will result in revocation of hunting privileges on the Ranch. Violators may also be subject to prosecution from the landowner on which the violation occurs.
 6. Do not carry a loaded firearm in a motor vehicle. The action of a firearm should remain open at all times while in a motor vehicle. Do not inject a cartridge into the chamber until you are out of the vehicle in a safe position. Shooting from vehicles is strictly prohibited.
 7. All firearms are to be unloaded and actions left open prior to entering any Ranch facilities.
 8. Hunting ethics, respect for animals, and hunter skills are all high priorities of the Ranch. Rifle shots in excess of 300 yards and bow shots farther than 40 yards are discouraged.
 9. Hunting for bear, mountain lion, coyotes or small game is not permitted. Fishing is not permitted.
 10. In order to make this program a success for the Ranch and for you, we need your cooperation in adhering to the above rules.
 11. In the event that a hunter wounds an animal, the hunter shall make every reasonable effort to find that animal, dispatch it humanely, and take it into possession.
 12. **ANY WOUNDED ANIMAL IS CONSIDERED A KILL AND WHILE EVERY EFFORT WILL BE MADE BY YOUR GUIDE AND THE RANCH STAFF TO LOCATE AND RECOVER YOUR ANIMAL, IF AN ANIMAL IS WOUNDED AND IS NOT LOCATED, HUGHES RANCHES, LLC RESERVES THE RIGHT TO TERMINATE YOUR HUNT WITHOUT REFUND. REMEMBER, ONLY YOU CAN PULL THE TRIGGER.**

IN WITNESS WHEREOF we have hereunto set our hand on the dates indicated, the last such date governing the affective date of said agreement.

Done for **HUGHES RANCHES, LLC, A COLORADO LIMITED LIABILITY COMPANY,** outfitter, this _____ day of _____,

Hughes Ranches, LLC

65891 Solar Road

Montrose, CO 81403

Hughes Ranches, LLC

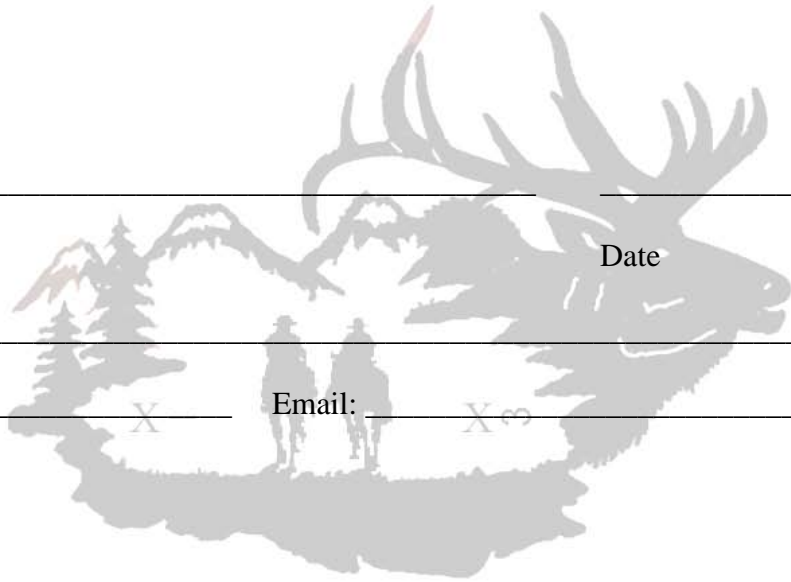
Client

Date

Address: _____

Phone: _____

Email: _____



*Land * Livestock * Outfitters*

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