

FAIRVIEW RANCH OUTFITTER, LLC

17545 Deep Creek Rd

Faith, SD 57626

605-515-1924

CONTRACT FOR SERVICES

THIS AGREEMENT for hunting services between Fairview Ranch Outfitter, LLC and the client listed below is entered into and effective per the date of signature of the Client.

Client Information:

Name: _____

Non-Hunting Companion, if applicable (Cost is \$200 per day):

Address: _____

City: _____

State: _____ Zip: _____

Daytime Phone: ____-____-____ Cell: ____-____-____

Email (Not used for marketing purposes): _____

Emergency Contact:

(Name) _____ (phone) _____

Type of Harvest: (Please Check One)

☐ White Tail Deer

☐ Mule Deer

☐ Antelope

☐ Turkey

Hunting Dates: ____/____/____ through ____/____/____

Total Sum Owed for Hunt Package: \$ _____

Deposit: Client shall pay 50% of the total package upon entering into this agreement:

\$ _____ DEPOSITS ARE NON-REFUNDABLE

Total Remaining Balance: Balance Owed: \$ _____. This remaining balance is due upon arrival..

Payment Method: Outfitter accepts check, cash, money order, credit card or Venmo.. Credit, Debit Card or Venmo purchases are subject to an additional 3% fee.

Checks returned for insufficient funds shall incur an additional \$45.00 service fee.

Cancellation: Deposits are non-refundable,

. **1.** Nonrefundable payments or deposits may not be applied or given to another hunter's trip.

Transportation: Clients flying in shall arrive into Rapid City Airport. \$350 roundtrip for pickup and drop off.

Obligations of Outfitter:

1. Outfitter shall provide a Breakfast, Bag Lunch, Dinner,
2. Outfitter shall provide a Hunting Guide.
3. Removal of found and accessible game, dressing and minimal processing

Obligations of Client:

1. Shipping costs of trophies or meat.
2. Bringing all material to process game, ziplocks or packing paper
3. Obtaining and paying for all applicable State Licenses and Tags.
4. Clients need to bring alcohol, water or any beverages for the day. Snacks throughout the day.
5. Bring their own bow, Bring necessary arrows for their hunt. Safety harness for whitetail tree stand hunts. Appropriate clothing for all weather inclements.

WAIVER OF LIABILITY:

1. Statement of Danger from Terrain: By signing this agreement, Client is acknowledging the following dangers:

- a.** The terrain that Client may be hunting on is located in Perkins County , SD on private ground. The Terrain includes, but is not limited to, rocks, trees, streams, hills, slides, cliffs and other impediments.
- b.** Said impediments create a real and substantial danger to every animal or person. **c.** These impediments may also become wet, frozen, slick, or change consistency without warning or

notice.

2. Guests Medical Declaration: Client declares by signing this agreement that he has no medical condition which prevents him from hunting or engaging in the services offered by Outfitter. Client further warrants and states that Client will notify Outfitter or Guide at any time in which Client feels unable to safely perform any task. Client further warrants that should he have medical conditions which may limit his ability to participate, Client shall notify Outfitter in writing of Client's limitation or risk prior to arriving for the hunt.

3. Statement Concerning Weather: By signing this agreement, Client acknowledges the following dangers and obligations:

- a.** Weather can change rapidly and without notice. Client acknowledges weather changes can be dangerous and possibly deadly.
- b.** Clients are required to bring all necessary gear to ensure they are properly clothed during times of inclement weather.

7. Statements Concerning Tree Stands: By signing this agreement, Client acknowledges the following danger:

- a.** Clients may be required to use a tree stand for hunting. Tree stands pose a real and substantial danger if used improperly or without proper or with defective safety equipment. **b.** Clients are required, if a tree stand is to be used, to bring their own safety harness and safety belt. Client warrants that the harness and belt are in good working order. Client further warrants that he knows how to safely and properly use his harness and belt.

8. Statement of Release: By signing this release, Client has acknowledged the dangers listed herein and further recognizes that there may be additional dangers which have not been herein listed. Client releases Outfitter from any liability, loss, damage, harm or death which Client may suffer to their person or property.

9. Miscellaneous:

a. Amendment: No amendment or modification of this Agreement shall be effective unless or until executed in writing by the parties hereto.

b. Waiver of Breach: The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver or breach of any other provision or any subsequent breach of any provision herein.

c. Governing Law: The construction and interpretation of this Agreement shall at all times and in all respects be governed by the laws of the State of South Dakota. Any legal action brought by any party shall be filed in the appropriate jurisdiction located in South Dakota. **d. Severability:** If any provision of this Agreement shall be determined to be invalid, illegal or unenforceable in whole or in part, neither the validity of the remaining part of such provision nor the validity of any other provision of this Agreement shall in any way be affected thereby. **f. Entire Agreement:** This

Agreement constitutes the entire agreement and understanding by and between Outfitter and Client with respect to the employment herein referred to, and no representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force and effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by the party intended to be bound.

g. Attorney Fees: Should either party bring any legal action, arbitration or mediation, the successful party shall be entitled to recover all reasonable attorney fees and costs.

IN WITNESS WHEREOF, the Client has duly executed this Contract for Services this _____ day of _____ 20____.

X _____
(Client Signature)