

D&S Guide & Outfitter
Dennis Rodebaugh
License No. 897
24767 County Road 8
Meeker, Co. 81641

Contractual Agreement

Agreement, made this _____ day of _____ 2009 between D&S Guide & Outfitter (herein called the party of the first part) and

_____, of _____, _____, _____, _____, _____ - _____
Name street/p.o. city state zip phone number
(herein after called the party of the second part).

WHEREIN IT IS MUTUALLY AGREED AS FOLLOWS:

1. (a) That the party of the first part promises to provide the party of the second part, guiding services for (hunting),(fishing) or (horse riding),

Circle one. Between the dates of _____ thru _____ 2009.

(b) The party of the second part agrees to pay the sum of \$_____ each person for the services, and a deposit of \$250.00 is payable Upon execution of the contract, with the balance due and payable upon arrival. (If hunting tags must be drawn for the hunt and are not Drawn the deposit will be refunded in full or applied to another hunt with mutual agreement).

(c) The deposit is NOT refundable in case of cancellation by the party of the second part, but is your guarantee of your booking being reserved.

If you secure another party acceptable to the party of the first part, to take your place, the deposit will be refunded in full, or by agreement, may be

Applied to the cost of a hunt in the following year only.

2. D & S Guide & Outfitter agrees to:

- (a) Provide adequate food and shelter in camp as conditions of the type of hunt warrant.
- (b) Provide proper care of the trophies while in hunting camp.
- (c) Provide all transportation to and from hunting areas from the camp or lodge.
- (d) Provide pack animals; but no saddle horses, (unless otherwise agreed)
- (e) Provide (1) one guide per a maximum of four hunters.
- (f) other (specify) _____

3. Party of the second part further agrees to:

- (a) Furnish & pay for transportation from his/her residence to 24767 County Road 8, Meeker, Colorado.
- (b) Furnish all weapons & accessories necessary for the hunt or trip.
- (c) Pay for food & lodging for the dates not covered by agreement.
- (d) Pay cost of shipping hides, horns, antlers, meat, fish, and all other trophies secured on the hunt or trip to the destination of the persons choice.
- (e) Furnish all personal gear & licenses.
- (f) Abide by the hunting laws of the state of Colorado & rules of the camp (D&S Guide & Outfitter)
- (g) Other (specify), _____

4. The customer acknowledges that there are inherent dangers & risks in hunting, fishing, or horse riding expeditions. You agree to assume all risks. and releases and forever discharge your guides, and specifically D&S Guide & Outfitter from any and all liability and cost for personal injuries, accidents, losses, claims, or demands of every kind and nature whatsoever, whether known or unknown, which occur on the said hunting, fishing, or horse expedition or trip.

“PURSUANT TO SECTION 12-55 (1)(3) 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”.

THOSE PARTIES WHOS SIGNATURES APPEAR BELOW, AGREE TO AND UNDERSTAND ALL OF THE ABOVE STIPULATIONS.

Party of the second part;

Outfitter name and title

Party of the second part;

Party of the second part;

EACH MUST SIGN AND RETURN WITH DEPOSITS TO MEEKER, CO ADDRESS ABOVE.