

Don Duncan's "Alaska Private Guide Service" 299 Alvin Street Fairbanks AK 99712 907-457-8318
With Don Duncan Master Guide #136, Registered Guides L. Tom O'Connor #1204

Letter Contract of Agreement

Rev. 3/20/2011

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

APGS AGREES TO:

Provide Client with a hunting trip for _____ (Primary Specie/s). APGS may consider allowing an incidental big or small game species to be hunted in addition to the primary specie/s. Incidental species include any game not listed as the primary specie/s and may include moose, brown bear, black bear, wolf, wolverine or caribou provided the season is open, client has the proper big game tags and agrees to pay additional kill fees listed herein.

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.

Provide **one licensed Guide per _____ hunters** unless otherwise specified and agreed upon.

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 APGS. Except in the case of a drop off hunt where client is responsible for all listed items above.

Transport meat, antlers and capes to Dillingham or Koliganek as needed for the costs detailed below. Some meat may be transported to Koliganek, Alaska for distribution to natives with the client's consent.

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.

Pay all State land use permits and daily use fees except as noted below for trespass fees to private landowners and kill fees to private land owners if applicable and detailed below.

APGS will assist Client in filling out all appropriate applications for specific hunts/ game permits and or license.

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 APGS. A representative of APGS agrees to meet client(s) at the designated pick up point which is Koliganek Alaska or _____ at the 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 Koliganek or other designated pick up point and any costs incurred while in designated pick up location. APGS 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 APGS to client for weather delays incurred when traveling to, from or in the field.

THE CLIENT AGREES TO:

Accept and abide by the provisions of this contract and 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.

Hunt or fish in a manner consistent with Alaskan fish and game laws and regulations and abide by camp and hunt rules as directed by APGS. Client understands they are personally responsible for any violations committed by Client.

Be in good physical condition to be able to hunt or fish the area and species involved.

Clients will complete and sign the contract, and will disclose all physical restrictions when returning this contract. Client understands that notwithstanding any other provisions of this contract, APGS may, at its sole discretion, return any fees and decline to accept Client.

Client agrees that she/he assumes the risk of hunting or fishing based upon disclosed or undisclosed conditions.

Client understands that APGS will make all reasonable and legal efforts to make this a successful hunt/fishing trip but because of the unpredictable nature of weather and animal/fish movement, success cannot be guaranteed. That is why it is called hunting and fishing instead of killing and catching. APGS will attempt, within reason, to accommodate clients with limited physical ability."

Client will not consume any alcoholic beverages during the hunting day or otherwise until all firearms are unloaded and stored for the day otherwise APGS may refuse to take you hunting that day.

Client will read, sign, understand and accept the release and hold harmless agreement and return the same with this contract. Furthermore client/s agree that in consideration of APGS and L. Tom O'Connor and or others providing minimal (\$100,000) or above minimal (\$150,000) worth of aircraft insurance; client agrees to limit any and all aircraft related liability to the policy coverage amounts. Client understands the location of hunt and/or fishing is in very remote Alaska wilderness that is without services of any kind.

FEES AND CONDITIONS:

In consideration of APGS providing the services as set forth herein (including attachments), the Client agrees to pay APGS the **sum of _____ plus kill fees of _____ for the second primary animal and** additional kill fees for incidental animals that are listed below in U.S. funds for agreed upon trip .

If the trip is for the following year, an initial 10 % deposit of \$_____ and a signed contract is due at the time of booking. 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.

If the trip is for the current calendar year, a 50% deposit and a signed contract is due at the time of booking in the **amount of _____** .

The contract will be null and void and in no way binding on APGS unless accepted by APGS 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, APGS may return deposit and cancel contract without penalty.

The hunt **balance of \$**_____ shall be paid 60 days prior to arrival with a bank check, money order or good personal check. (Prior payment by check is required due to bank check fraud and the difficulty of verifying a check's validity from camp.) **The balance may also be paid upon arrival in camp with cash only.** In no case will the Client be allowed to participate in, nor be provided with any services performed by APGS until APGS has received payment in full with funds as stated above.

APGS has placed its main base camps in strategic locations known to hold huntable/fishable populations contracted for. However, any flights incurred other than those agreed upon in writing will be at the sole expense of client(s). Flight cost are charged at actual or fair estimated costs. Fly-out spike camps from the base camps are considered extra flights. SAFETY IS ALWAYS OF FIRST PRIORITY. Client must pay for all extra services not covered under the Trip fees such as Satellite phone use time fees, extra flying time costs, meat or trophy shipment, handling or packaging fees not covered by APGS before leaving Camp or Point of Departure as would be reasonable. **Kill fees are due the day of the kill** and are payable in cash. 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 APGS personnel in acceptable condition; APGS shall not be liable for shippers' negligence, non-performance, abuse or damage. APGS 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.

All monies deposited shall be held by APGS 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 APGS as its sole and exclusive remedy hereunder as liquidated damages but not as a penalty inasmuch as the parties mutually agree that APGS damages may be difficult to ascertain. In the alternative, if Client does not pay all fees when required, APGS may treat this contract as being in full force and effect and maintain an action for damages against Client for all costs expended by APGS in preparation for said trip. In such event, Client agrees that s/he will be responsible for all costs and damages proven by APGS, including attorney fees. However, APGS 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 APGS and Client.

In the event that after the trip starts, the Client should desire to terminate the hunt or depart earlier than planned, APGS will, consistent with the rights and convenience of the remaining hunters and APGS, 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 APGS, and under such circumstances, the Client shall not be entitled to a refund of any portion of the fee. If client requests a camp move, the cost is \$300/ hour of plane use and \$150/ hour of boat use.

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 locations of pickup of the Client by APGS, to include health and safety rules, violations of laws, regulations, or rules set forth by APGS, Client's

right to participate further in the trip may be forthwith terminated at the sole option of APGS, and the Client returned to any such place as is the responsibility of APGS. Any costs incurred by APGS 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.

In the event APGS 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, the Client shall be entitled only to a return of the pro rata portion of this fee for the percentage of the trip not completed. In the event APGS is unable to perform all or any portion of its obligations hereunder, for reasons beyond APGS control due to weather, an act of God or governmental action, the Client, as provided above, shall not be entitled to any portion of his fee refunded.

DISCLOSURE, DISCLAIMER AND WAIVERS:

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 APGS camp(s) are substantial, and that while APGS will attempt through ordinary and reasonable care, to minimize the risks, such risks are specifically assumed by the Client.

MISCELLANEOUS:

Any attachment or addendum are hereto 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 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.

This contract's typed print may not be modified or amended by anyone other than Don Duncan or the registered guide hired by APGS who is conducting the hunt under his guide license and in his guide use area. Changing the typed print in any respect whatsoever nullifies the change and is not binding upon APGS and APGS may retain all monies paid as damages for deception. **Changes or modifications are to be done in obvious hand writing in the appropriate location or below in the Specific changes/clarifications section.** Guides and other employees and agents of APGS do not have authority to modify or change this agreement which can only be modified or changed by Don Duncan, owner of Alaska Private Guide Service except as noted above (a registered guide hired by APGS who is contracting and conducting the hunt under his guide license and in his guide use area) .

This agreement is deemed made at APGS' place of business in the State of Alaska, Fairbanks North Star Borough, and shall in all respects be governed by the laws of the State of Alaska. Any action brought by either party to enforce any of the terms or conditions of this agreement shall be brought only in the Fairbanks North Star Borough. Each party consents to the exclusive jurisdiction and venue of the appropriate court in such Borough.

In consideration of APGS providing snowmachines, boats or like equipment for clients use; client agrees to accept all liability associated with using them, to include injury to ones self or others and damage to equipment or other property caused by the client's use of equipment. Payment is due upon presentation orally or in writing of fair damages due.

Specific changes and/or clarifications to contract: This hunt/trip is booked as a 1 guide/ hunter/s.

Moose hunters in the area of 17 B that requires them to obtain the moose registration permit that allows non-residents to hunt moose in the river corridor area in the Nushagak River drainage; (if that is where they are to hunt) are aware that it is up to them to obtain the permit. No refund is available if they fail to do so. The moose permit must be picked up in person by Sept. 8th at 5 pm at Fish and Game. Alternative hunt areas may be limited. **Client/s are / are not** (cross one out) required to get the moose permit. Client and APGS may mutually agree to change areas by mutual consent. **This is a _____ day hunt. Total moose hunting days are _____.** **Total brown bear hunting days are _____.** Seasons for different species may overlap.

A maximum fee of \$400 is charged to client for transporting moose or caribou meat and antlers from Koliganek to Dillingham. The fee may be lowered if some or all of the meat is donated in Koliganek and/or the antlers and or meat share the trip with others. We only want fair costs covered.

Any wounded game is considered killed game. Primary (contracted) animals hunted do not incur kill fees unless so stated. For the purposes of the hunting contract, the hunt is over when the primary animals have been taken.

If the client elects to take a second brown bear during a brown bear only hunt, the second bear kill fee is \$3500. If the client takes a second bear during a moose and brown bear hunt and client does not take a moose the second animal kill fee is \$2000. If the client takes a moose and brown bear and then takes a second brown bear the second bear kill fee is \$2700. Private land use fees and kill fees associated with private lands discussed below may increase these costs.

If the client wishes to continue hunting incidental animals like wolf, wolverine or black bear the charge is an additional \$350/day. (The hunt price for the primary animals is typically calculated based largely on the average number of days it takes to be successful and not so much on the contracted number of days.)

Private land use fees, typically, Native Regional or Village Corporations or individual native allotments and any kill fees associated with taking a bear or wolf on those lands are not known at this time. Both parties agree those fees or part of those fees may be added at a later date by mutual consent. Under no circumstances will client be required to hunt on those lands to fulfill part of or the whole agreement.

On moose or brown bear hunts, the caribou kill fee is \$1500. Caribou hunting in unit 17 is now closed for non-residents.

On any guided hunt the kill fees for black bear are \$800 and \$200 each for wolf, \$400 for wolverine. On any unguided hunt the kill fees for black bear are \$400 and \$100 each for wolf, \$200 for wolverine. On any hunt, the fishing is free of charge. None of the price of the hunt is for fishing or guided fishing. All hunters will pay APGS up to \$100 maximum/animal to handle meat donations. Any meat donated and not accepted in Koliganek or Dillingham will be shipped to Fairbanks or Anchorage at APGS expense.

The fee for non-hunter client (observer, photographer, etc) shall be \$_____.

Hunters also agree to pay APGS a fair sum for any meat processing, packaging and or shipping meat or trophies that is not covered in the contract. **Generally APGS is responsible for getting the meat and trophies out of the field and into Koliganek.** The hunter can then choose what they want to do. APGS will advise you on the various options. Hunters also agree to pay APGS \$75 to get bear/s or wolves sealed at Fish and Game.

License and tag applications should be mailed to APGS by _____ with a check to pay for them. Client pays for all license and tag cost. Wolf tags should be bought now by mail. Extra tags may or may not be available in camp. If during the hunt; client requests and desires additional license and or tag/s and APGS must incur substantial expense delivering the tag, client agrees to reimburse APGS for fair delivery costs.

To comply with Section 17, AS 08.54.680; APGS reserves the right to hire any registered or master guide to be the guide of record on the State of Alaska's "Hunt Record" . The name and license number of any guide may be added to this contract by APGS at any time and with prior notice to client. Don Duncan Master Guide #136, Registered Guide L.Tom O'Connor et al... This is used primarily to increase the number of guide use areas you can hunt in and hopefully, rarely, for the right of survivorship in case a guide is incapacitated or dies before, during or after your hunt. This clause is not used to push you off to someone else.

In the WITNESS WHEREOF WE HAVE HEREUNTO set our hand on the date indicated, the last such date governing the effective date of said agreement. Done for the following Client who acknowledges that s/he has read the agreement with attachments and agrees to the terms thereof.

Print Name _____

Driver's License Number, State _____ DOB _____,

Address _____

City _____ State _____ Zip. _____

Home Phone _____ Bus./cell Phone _____

E-Mail Address _____

Signature _____ Date _____

Accepted by Alaska Private Guide Service on the day of ____/____/____.

Signature: _____

Signature of guide providing the hunt _____

A Deposit in the amount of _____ was received by _____ on ____/____/____ Pursuant to state laws, APGS is bonded and required to possess the minimum level of liability insurance and that the activities of APGS are over regulated by the State of Alaska.

I Do / Do Not give (cross out one) APGS permission to use me and pictures of me and game for references and advertisement.