

# Fishing Contract

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, and Master Fishing Guide Wayne Gregory

Letter Contract of Agreement

Rev. 1/28/2008

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 fishing trip with client arriving to camp on, \_\_\_\_\_ and departing camp on \_\_\_\_\_.

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 trip.

Provide one licensed Guide per 2 anglers unless otherwise specified in the "Specific Changes" section below. All Guides will be competent, knowledgeable and professional in conduct.

Provide necessary equipment and gear except reels, line, flies, lures, personal gear, fishing licenses, taxidermist fees, fish processing and or shipping and liquor unless specifically agreed to in writing by APGS.

Transport clients, fish and trophies to the designated pick up point listed below.

Provide accommodations to include tents with cots, pads, sleeping bag and stoves, toilet facilities and necessary supplies, food and equipment necessary to conduct the agreed upon trip. Temporary Spike camps may or may not have cots, or toilet facilities.

APGS will provide Client a license and stamp applications as needed. Client agrees to fully fill out all forms correctly and truthfully and return such forms with a check for payment. Upon receipt, APGS will issue the license and tags.

## 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.

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

Be in good physical condition (basically be able to at least stumble from camp to the boats and back and along the gravel bars) to be able to 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 s/he assumes the risk of fishing and living in the bush based upon disclosed or undisclosed conditions.

Client understands that APGS will make all reasonable and legal efforts to make this a successful fishing trip but because of the unpredictable nature of weather, fish movement, and Fish and Game orders, success cannot be guaranteed.

Client may bring a personal side arm. Client will not handle their side arm after consuming any alcoholic beverages. Client accepts all responsibility in using theirs or any firearm.

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.

#### FEES AND CONDITIONS:

In consideration of APGS providing the services as set forth herein (including attachments), the Client agrees to pay APGS the sum \$\_\_\_\_\_ U.S. funds for agreed upon trip. (total price)

An initial deposit and a signed contract is due at the time of booking

\$\_\_\_\_\_. (10% if booking for the next year.)

The balance of the deposit or the full deposit (50%) in the amount of

\$\_\_\_\_\_ shall be paid before \_\_\_\_\_ in the form of cash, certified funds, money order or good check or 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 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 balance of \$ \_\_\_\_\_ (remaining 50%) shall be paid 60 days prior to arrival with a bank check, money order or good personal check. **The balance may also be paid upon arrival in camp with cash, certified funds or money order (not personal checks).** 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.

A representative of APGS agrees to meet client(s) at and return clients to, the designated pick up point which is Koliganek or \_\_\_\_\_ Alaska at agreed upon date of arrival. Client is responsible for all costs to and from home to the designated pick up/return 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.**

APGS has placed its main base camps in strategic locations known to hold fishable populations contracted for. However, any flights incurred other than those from the pick up point to camp round

trip, will be at the sole expense of client(s). Extra 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, fish or trophy shipment, handling or packaging fees not covered by APGS before leaving Camp or Point of Departure as would be reasonable. ; 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 all 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.

REFUND POLICY: 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. APGS may, if possible, also try and sell the trip and time frame to someone else where in APGS may refund all or part of the monies paid by client if the client has not re-booked for a future date.

In the event that after the trip starts, the Client should desire to terminate the trip early, APGS will, consistent with the rights and convenience of the remaining anglers and APGS, endeavor to transport the Client out of the 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.

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 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 trip 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 the trip 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 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 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. Changing 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 have authority to modify or change this agreement however changes must be underlined or otherwise obviously indicated and presented to and approved by Don Duncan, owner of Alaska Private Guide Service.

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. Once a claim is made and proven or non-contested and damages assessed, APGS may collect and or bring action to any jurisdiction to collect monies owed.

In consideration of APGS providing snow machines, boats, rod, reels, lure flies 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, loss or destruction to equipment or other property caused by client use of equipment. Payment is due upon presentation orally or in writing of fair damages due.

Specific changes and/or clarifications to contract:

This fishing trip is booked as a \_\_\_\_\_guide/\_\_\_\_\_angler/s\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**License and tag applications should be mailed to me by \_\_\_\_\_ with a check to pay for them.**

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 \_\_\_\_\_

Business Phone \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Accepted by Alaska Private Guide Service on the \_\_\_\_\_ day of \_\_\_\_\_.

Signature: \_\_\_\_\_

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 APGS permission to use me and pictures of me and game for references and advertisement.