

CLIENT SERVICE CONTRACT

THIS AGREEMENT is made as of the date provided herein between Trophy Chasers Hunting Consultants (“Trophy Chasers”) and the undersigned (“Client”).

- 1. CONSULTING SERVICES.** Trophy Chasers shall provide to Client information about services that are available to Client from one or more third parties (“Hunt Providers”), including but not limited to outfitters, ranchers, guides, air taxi services, private-land hunting leases and leasers, scouting services, map service providers, facilitators, and horse packers or river packers. Trophy Chasers and its agents, and subagents, act only as consultants providing information and helping Client to arrange for hunting and other services from Hunt Providers.
- 2. ROLE OF TROPHY CHASERS.** Trophy Chasers will provide Client with information for use in making hunting plans. Much of this information is provided to Trophy Chasers by Hunt Providers, previous customers of Hunt Providers, Trophy Chasers’ customers or staff members. Trophy Chasers does not give unqualified recommendations of Hunt Providers due to factors beyond its control, including but not limited to unpredictable actions of Hunt Providers and guides, weather, animal movements and populations, changes in hunting camps and leases, and other factors. Client will use the information Trophy Chasers provides in choosing which Hunt Provider, if any, to employ for a hunting trip.
- 3. COMPENSATION OF TROPHY CHASERS.** Trophy Chasers will receive a fee or commission paid by a Hunt Provider from each deposit paid by a Trophy Chasers customer. Client agrees to send any deposits through Trophy Chasers and not directly to the Hunt Provider when it reserves a hunt with a Hunt Provider referred by Trophy Chasers. This applies not only to Client’s deposit for Client’s first hunt with such a Hunt Provider but to deposits on all future hunts with the Hunt Provider as well as deposits for members of Client’s party. Client authorizes Trophy Chasers to deduct its fees and to forward the balance to the Hunt Provider to hold Client’s reservations. If Client sends the deposit check directly to the Hunt Provider, Client will pay Trophy Chasers compensation in the amount of \$150.00 or 15% of the hunt price, whichever is greater, within 14 days of sending the deposit to the Hunt Provider. Client agrees to pay a late fee of 1.5% per month on amounts not paid by the end of such 14-day period. If the Hunt Provider sends the full commission to Trophy Chasers such a payment will satisfy Client’s obligation.
- 4. LIABILITY.** Trophy Chasers assumes no liability or responsibility or responsibility for any loss, expense, damage, accident, delay, inconvenience, injury or death, which results directly or indirectly from any act or failure to act, whether negligent or otherwise, of any such Hunt Provider and/or any provider of transportation, lodging and other services. Client agrees that Client shall be solely responsible for the cost of accommodations and associated transportation company’s scheduling problems, over booking, cancellations or other events beyond the control of Trophy Chasers.
- 5. VACATION INSURANCE.** Client has been advised to procure vacation or travel insurance prior to any trip in order to recover expenses that might be incurred if a trip is cancelled in the event of sickness or death of Client, the death of a family member, the death or negligence of the Hunt Provider, riots, wars, acts of God, flight cancellations, and so forth.
- 6. SUBSEQUENT RESERVATIONS.** When Client reserves an additional hunt with a Hunt Provider originally referred to Client Trophy Chasers, Client agrees to send the required deposit to Trophy Chasers rather than to the Hunt Provider. This includes deposits for members of Client’s party. Client understands that Trophy Chasers has agreements with most Hunt Providers to accept a lower commission for subsequent hunts than for the initial hunt. Client’s obligation to Trophy Chasers for subsequent hunts is limited to that amount.
- 7. SEPARATE CONTRACT BETWEEN HUNT PROVIDER AND CLIENT.** Client acknowledges that any contract for actual hunting services, such as guide service or access to private land, is between Client and the Hunt Provider and not between Client and Trophy Chasers. Client acknowledges that hunt prices, terms and dates are subject to change at any time before such a contract is signed by both parties.
- 8. BALANCE DUE.** After payment of the deposit, the balance of the hunt price is due according to Hunt Provider’s policy.
- 9. REPRESENTATION BY HUNT PROVIDER.** Trophy Chaser’s will not knowingly refer Client to a Hunt Provider who has misrepresented material facts to Trophy Chasers. Trophy Chasers will not knowingly refer a Hunt Provider whose services do not correspond with claims made by

Trophy Chasers or by the Hunt Provider. Client accepts responsibility for selecting Hunt Provider and acknowledges that Trophy Chasers only role is to provide information.

10. **REFUNDS.** If Client cancels the hunting trip within 60 days of the trips commencement, Trophy Chaser's commission amount is non-refundable, but usable by client towards the commission cost of a future trip booked within 12 months. The Hunt provider's policy will govern the refund of the deposit money. Deposit and commission money may also be applied towards another hunter if a replacement hunter can acquire necessary hunting licenses or permits without additional cost to the Hunt Provider. If the New Client applies for the necessary hunting licenses or permits required to take the hunt and fails to draw the permit, Trophy Chasers agrees to refund its commission to Client. In that event then Hunt Providers' policy shall determine any refund with regard to the balance of the deposit. Client agrees under any circumstances, Trophy Chasers' total financial responsibility is limited to Trophy Chasers commission amount.
11. **REPLACEMENT HUNTERS.** Client understands that Trophy Chasers often can find another hunter to replace Client if Client must cancel trip. Client agrees to pay Trophy Chasers a fee of 10% of the total hunt cost for this service allowing Client to recover his deposit.
12. **ACKNOWLEDGMENTS.** Client acknowledges the following:
 - A. Trophy Chasers cannot control any aspect of the services for which Client contracts with a Hunt Provider, including any claims Hunt Provider may have made to Trophy Chasers and/or to Client.
 - B. Trophy Chasers makes no guarantee as to the quality or quantity of game or fish, the quality of the services provided, or the effect of weather conditions; Trophy Chasers provides information about the services Hunt Provider claims to provide, but does not guarantee that Hunt Provider will provide the services as described.
 - C. Hunt Provider is responsible for acquiring and keeping up to date any necessary governmental permits or licenses that might be required to legally provide the services offered by Hunt Provider. Trophy Chasers does not determine whether a Hunt Provider has all such necessary permits or licenses, as any such permit or license could be voided at any time by a governmental agency.
 - D. Client's baggage, personal items and equipment are Client's sole responsibility at all times.
13. **PHOTOGRAPH AND PROMOTIONAL MATERIALS.** Client agrees to supply a photograph of Client with any game taken on the hunting trip. Trophy Chasers may use the photograph and any reports about the hunting trip, whether verbal or in writing, for publicity and advertising purposes without payment to Client.
14. **TERM.** This contract begins on the date Client signs it and ends 12 months later. Client may use other hunting consultants and booking agents during that period and may contact directly with Hunt Providers other than those whose names and contact information was provided to Client by Trophy Chasers.
15. **INDEPENDENT CONTRACTORS.** Hunt Providers and providers of other services are independent contractors and are not subject to Trophy Chasers control.
16. **INDEMNIFICATION.** Client acknowledges and agrees on behalf of himself, his heirs, executors and assigns, to hold Trophy Chasers, its agents, servants, and employees harmless and indemnify them from and against any and all claims and liabilities, including court costs and legal expenses, which may arise by reason of any bodily injury or death to Client and/or by reason of loss of time, happiness or money arising from any Hunt scheduled or reserved through Trophy Chasers, or failure of any Hunt Provider to keep any representation made to Client or Trophy Chasers.
17. **ATTORNEYS FEES.** In the event that Trophy Chasers prevails in any legal action against Client, Client agrees to pay all attorneys fees and costs incurred by Trophy Chasers in association with the matter. If, through no fault of Trophy Chasers, any litigation arises out of this Contract (whether before or after the scheduling of a hunting trip), Client agree to indemnify Trophy Chasers and its agents from all costs and attorneys fees incurred in pursuing and/or defending such action.
18. **RESERVED RIGHTS.** Trophy Chasers reserves the right to accept, to decline, or to retain any person as a member of any trip or expedition. Trophy Chasers reserves the right to cancel any trip prior to departure, in which case a full refund of the money paid toward the hunt price will constitute a full settlement for Client.

- 19. FAX AND E-MAIL AND INTERNET TRANSMISSION AND COUNTERPARTS.** Facsimile (fax) transmission of a signed copy of this Contract, and any addenda to this Contract, and the retransmission of any signed fax shall be the same as delivery of an original. A copy of this contract e-mailed to Trophy Chasers from the Client with the Client's name typed at the end of the e-mail shall be considered by both parties to be the same as delivery of a signed original. This Contract and any addenda to this Contract may be executed in counterparts, This contract is considered signed by Trophy Chasers when it is e-mailed to Client or is posted on the following worldwide web page: www.TrophyChasers.com
- 20. NO INFORMATION PROVIDED.** No information will be provided by Trophy Chasers to Client until after this Agreement has been signed by Client and accepted by Trophy Chasers as provided herein.
- 21. ENTIRE CONTRACT.** This Contract contains the entire contract between Trophy Chasers and Client. This Contract shall not be modified or amended except in writing signed by both parties.
- 22. BINDING CONTRACT.** Client has read this Contract and agrees to the terms and statements contained herein and agree to be legally bound by it. Client executes this Contract by signing and returning to Trophy Chasers, or as otherwise provided herein, as of the date found below. Trophy Chasers accepts the terms of this Contract by posting a copy of this contract on www.TrophyChasers.com or by providing a signed copy of this contract to Client. This agreement does not become binding until it is signed by Client as provided herein and accepted by Trophy Chasers.

EXECUTED as of the date indicated herein.

CLIENT:

Print or Type Name: _____

(Signature)

Date: _____
(Print or Type)

TROPHY CHASERS HUNTING CONSULTANTS

By: Dan Herrera _____