

Don Duncan's "Alaska Private Guide Service" 299 Alvin Street Fairbanks AK 99712 907-457-8318  
With Don Duncan Master Guide #136, et al....

Contract Letter of Agreement

Rev. 11/10/2007

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 Black Bear \_\_\_\_\_ as the primary animal/s. APGS may consider allowing an incidental big or small game species to be hunted in addition to the primary specie/s. Wolf and Grizzly are incidental animals unless noted here.

Client is scheduled to arrive in camp on, \_\_\_\_\_ and depart from camp 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 at the \_\_\_Tanana River Camp\_\_\_ at 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 getting to and while in Fairbanks. Client is responsible for getting to the airplane float pond or to Fish and Game as needed. 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 arrive or 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.

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

Provide accommodations to include tents with cots, pads, toilet facilities,, supplies, food and equipment necessary **except** rifle, fishing equipment, sleeping bags, personal gear, hunting licenses, taxidermist fees, meat processing, shipping costs and liquor unless specifically agreed to in writing by APGS. Basically APGS is responsible for transporting meat, bear hides and skulls in good condition to float plane for pick up in. Typically hides are salted but may not be if the bear is killed the last night. Meat is bagged and hung until departure. Temporary Spike camps may or may not have toilet facilities; In the case of a drop off hunt; the client is responsible for all listed items above.

Pays all land use permits and daily use fees.

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

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 s/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 they call it hunting and fishing instead of killing and catching.

Client will refrain from consuming any alcoholic beverages during the hunting day or otherwise until all firearms associated with the hunt are unloaded and stored for the 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.

#### 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.

An initial 10 % deposit and a signed contract is due at the time of booking if the trip is for the following year. \$\_\_\_\_\_ .

The balance ( 40%) of the deposit in the amount of \$\_\_\_\_\_ shall be paid before \_\_\_January 1\_\_\_ of the hunting year in the form of cash, good check, certified funds or money order 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 hunt price.

A 50% initial deposit is due in the amount of \$\_\_\_\_\_ if the hunt is for the current calendar year.

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 (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.

APGS has placed its main base camps in strategic locations known to hold huntable/fishable populations of the species contracted. Typically the flights to and from camp is included in the hunt price. Typically, there are no other flights. However, if client elects to not fly on the contracted dates or out of rotation sequence, or requests to leave early, client agrees to pay actual flight costs

estimated to be \$400/trip. 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, money order or certified bank check. 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 early, 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 of the field, 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 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 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 (registered guide hired by APGS who is 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 snow-machines, 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 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 hunt/trip is booked as a \_\_\_\_\_guide/ \_\_\_\_hunter/s for (#) \_\_\_\_\_hunting days/nights.

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Depending on the species hunted and the guide to client ratio kill fees may apply. Any wounded game is considered killed game. Client provides game bags for meat or pays APGS \$20/bear.

On Spring Black Bear hunts, the extra bear/s (second and third bears) kill fee is \$600/bear. The missed bear fee is \$350. The grizzly kill fee is \$4000, & Wolf kill fee is \$200. The hunt is over once the primary animal/s is/are taken unless client agrees to pay \$350/day to continue hunting incidental animals. The rate for continuing to hunt incidentals may be deducted from the kill fee.

On any hunt, the fishing is free of charge. No price of the hunt is for fishing or guided fishing. Opportunity to fish viable waters is not guaranteed since not areas/sites have fishing.

All hunters will pay APGS up to \$100 maximum/animal to handle meat donations.

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 Fairbanks. 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 sealed at Fish and Game. **Client pays for all license and tag cost.**

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

**NEW 2011: Full In Town Service. This includes picking you up at the hotel and taking you to and from your bush flight or air taxi flight; sealing the hides and skulls at F&G, boxing and preparing and freezing if needed, the hides, skulls and meat and delivering them to the shipper and taking you to meet your flight home. If your incoming flight arrives at a decent hour we can take you to your hotel. We can usually swing you by a store if you need something.**

**Costs: \$250/ 2 persons, \$200/ one person**

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 with prior notice to client. Don Duncan Master Guide #136, et al.... 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 and 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: \_\_\_\_\_ 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 APGS permission to use me and pictures of me and game for references and advertisement. **Please circle one.**