**Colorado Outfitter/Client Contract**

This agreement is made by and between Big Thompson Outfitters, (hereinafter referred to as “Outfitter”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as “Client”.) This agreement shall be effective on the date the Outfitter receives Client’s deposit and the agreement is signed by both parties. The parties (Outfitter and Client), in consideration of the mutual promises contained herein, now agree as follows:

1. The Outfitter Agrees to: Be insured, bonded and licensed/permitted as required by all appropriate State and Federal registration, wildlife management, and land management authorities including but not limited to Division of Professions and Occupations, Office of Outfitter Registration, Bureau of Land Management, Colorado Division of Wildlife, private land owners and/or the US Forest Service.
	1. Provide client with guided hunting/fishing opportunities and/or private property access for same activities.
	2. Dates: from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ through \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
	3. Provide Client with a suggested list of clothing and personal effects needed for the trip, suggestions for recommended lodging near said activities, directions to activity location, regulations, necessary application forms, arrival and departure dates (if not covered in C above), and other reasonable information requested by the client pertaining to the trip.
	4. Provide rules and regulations relating to camping and other wilderness activity, and follow standard health and safety precautions and procedures in setting up and operating the camp.
	5. Provide the following agreed-upon services and/or equipment:
		1. Decoys, blinds/stands, and other concealment equipment as required
		2. Scouting(game) for particular hunt involved
		3. Calling and game retrieval (waterfowl)
		4. Outfitter agrees the hunt will be in varying GMU’s as per game location and applicable open season dates
		5. Outfitter agrees to provide a guide(s) on a one-to-one basis for big game and one-to-eight basis for waterfowl, or as otherwise determined by the specific situation.

The parties understand that the dates of the trip may change for reasons beyond the Outfitters control. The duration of the trip is as stated above, not-withstanding the fact that circumstances, including but not limited to, weather, government action, staff illness, equipment failure or other factors beyond the Outfitters control may prevent access onto or out of certain areas on certain days.

Big Thompson Outfitters does not provide sleeping bags, personal gear, hunting or fishing licenses, taxidermist services/fees or big game processing. The Client is responsible for the meat, hide, cape and antlers, and proper tagging/transport of game.

2. The client agrees to:

* + - 1. Pay all fees when due and furnish all requested information by the dates promised. Live and camp in a manner consistent with State laws and regulations, US Forest Service regulations, and abide by camp and other rules as provided by the Outfitter.
			2. Purchase applicable license(s) and stamps.
			3. Arrange for their own travel to and from stated location(s) for hunting activity.
			4. Bring sufficient but not excessive amounts of personal gear based upon suggestions from the Outfitter.
			5. If born after Jan. 1st, 1949, have in possession a hunter safety card (bow or gun as required).
			6. Refrain from consuming any alcoholic beverages during the day or otherwise until all firearms are unloaded and stored for the day.
			7. Sign and submit the Liability Release Form used by Big Thompson Outfitters on or before the date of the trip.

 3. Fees and Conditions

In consideration of the Outfitter providing services as set forth herein above (including attachments), the Client agrees to pay the Outfitter the sum of $400.00/day (waterfowl), as follows:

a. A deposit of 25% per person, which shall be paid by the Client to the Outfitter with a signed copy of this agreement should be received by the Outfitter on or before 30 days prior to scheduled activity, or this contract will be null and void and in no way binding on the Outfitter unless accepted by him in his sole discretion.

b. The balance of the fee shall be paid by the day before (24hours) the activity.

4. Cancellations and refunds

a. The deposit of 25% ($100.00) shall be held by the Outfitter for and on behalf of the Client and applied against the total fee. In the event, the Client terminates this agreement, the deposit will be forfeited.

b. If the Client fails to draw the required license for the species for which he has negotiated the hunt the deposit will be refunded in full.

c. In the event the Client should desire to terminate the trip early, the Outfitter will endeavor to pack or transport the Client out of the wilderness area. However, the Client acknowledges and understands that the decision as to when the Client will be packed or transported out will be in the sole discretion of the Outfitter. Except for emergencies or situations in which prior arrangements have been made, all members of a party are expected to pack in/out together on the same day.

d. In the event Client materially defaults in the performance of any of his obligations herein, Client’s to participate or participate further may be forthwith terminated at the sole option of the Outfitter. Under such circumstances, the Client shall not be entitled to the refund of any portion of the fee.

e. In the event the Outfitter materially defaults in the performance of any portion of his obligations hereunder, due to circumstances beyond Outfitter’s control including but not limited to weather, floods, fire, other acts of nature, governmental actions, staff illness, equipment failure or livestock illness, the Client shall be entitled to a full refund for the portion of the activity missed (daily pro-rated fee).

f. Each Client understands that notwithstanding any other provisions of this contract the Outfitter may, at his sole discretion, return any fees paid and decline to accept Client for any reason.

5. Pursuant to section 12/55.5-105(l)(c) and (1)(d) outfitters are bonded and required to possess the minimum level of liability insurance and the activities of outfitters are regulated by the Director of the Division of Professions and Occupations in the Department of Regulatory Agencies. (Proof of bond and insurance is available upon request)

Outfitter Bond: AMERICAN CONTRACTORS INDEMNITY COMPANY #100788920

Outfitter Insurance: Glencar Insurance Company; Policy# EK39X000297-00

Outfitter Registration: 0003586

Client has read and understands this Agreement, and acknowledges that it shall be effective and binding upon the Client/Outfitter and their respective heirs, successors, and assigns. A parent or guardian must sign below for any participating minor (those under 18 years of age). This agreement shall be effective as of the last date signed by the parties below.

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

Outfitter or party designated as Date

Responsible Party on the original Registration application

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

Client Date

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

Parent or Guardian if under18 Date