

Spring Creek Outfitters of Missouri, LLC

54722 Highway 6 • Milan, Mo 63566

Guides/Owners:

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Donnie Orner....607-427-9317.....broadhead@epix.net

Spring Creek Outfitters of Missouri, LLC (SCO) specializes in Midwestern trophy hunts by offering a variety of services, including turkey, bobcat, coyote and white-tail hunts. SCO aims to provide modern-day outdoorsmen the opportunity for the trophy of a lifetime by offering the highest quality semi- or fully-guided hunts.

All SCO hunts take place in North Central Missouri on over 5,000 acres on several private farms. All farms are located in Sullivan, Adair and Putnam Counties, where terrain consists of rolling hills covered with native grass (CRP), pastures, creek bottoms, cropland and timber. Missouri is known as a leader for Midwestern trophy whitetail and turkey and annually ranks among the country's best in producing record book bucks.

SCO provides pre-scouted and pre-positioned ladder stands, blinds and hang-on treestands for all rifle and archery hunts and accommodations and assistance with retrieval of game and facilities to process and freeze meat. All whitetail hunts are semi-guided. An optional yearly membership includes lodging and access to hunt properties year

This Hunting Services Contract Contains Information Regarding:

- 1. Description of Hunting Services Provided by SCO**
- 2. Description of Other Services Provided by SCO**
- 3. Description of MO State Laws & SCO Hunting Laws**
- 4. Hunting Equipment & Supplies**
- 5. Lodging**
- 6. Costs & Fees**
- 7. Legal Disclaimers**
- 8. Resources**
- 9. Waiver & Release Form**
- 10. Hunting Packages & Contract**

Hunting Services Contract

THIS HUNTING SERVICES CONTRACT (hereinafter referred to as the Agreement) made this _____ day of _____, 20____, (hereinafter referred to as the Effective Date) entered into by and between Spring Creek Outfitters of Missouri, LLC, a general partnership with its principle address at 54722 Highway 6, Milan Mo 63556, (hereinafter referred to as SCO) and _____, an adult individual with an address of _____, (hereinafter referred to as Hunter).

It is the intention of SCO and Hunter to enter into a business relationship whereby SCO is in the business of brokering hunts and related services by arranging hunts in Sullivan, Adair and/or Putnam County, Missouri for Hunter.

It is the intention of SCO and Hunter to enter into this Agreement so that the terms and conditions of the business relationship are specifically set forth.

In consideration of mutual promises herein, both parties are legally bound and agree as follows:

1. Description of Hunting Services Provided by SCO

- A. SCO will provide Hunter with a location on a private, managed farm on which to hunt, based on the package purchased by Hunter.
- B. Transportation to and from Hunter's designated hunting location is not provided by SCO; Hunter is responsible for his/her transportation.
- C. Hunters are not permitted to drive vehicles on hunting property at any time. Designated locations will be available for parking.
- D. Tree stands, maps and trail cam images will be provided by SCO to maximize Hunter's success.
- E. When hunting from an elevated stand, Hunter must wear a harness, NOT provided by SCO.
- F. SCO will make every effort to keep hunting parties together. Hunter must only hunt at their designated position and is not permitted to freely roam property. If Hunter must leave their stand, he/she will only be permitted to go directly to and from his/her vehicle.
- G. Driving deer is not permitted at any time and will not be tolerated.
- H. Hunter shall not trespass on adjoining properties for any reason.
- I. Hunter shall not damage the environment, land and/or accommodations. Any damages, fines or other casualties caused by Hunter must be repaired and/or replaced at Hunter's expense.
- J. After two and a half days, if Hunter has not tagged game, Hunter may be relocated, unless he/she requests to remain at the original, designated location.
- K. Hunter may request relocation every full day thereafter if location is not satisfactory to Hunter. Hunters will only be moved at midday.
- K. Hunter shall not follow wounded animals. Hunter must contact an SCO representative before tracking an animal.
- L. After harvesting an animal, Hunter must contact an SCO representative to assist with retrieval. The use of an ATV is available with permission from an SCO representative.
- M. All hunts are booked on a first-come, first-served basis.

2. Description of Other Services Provided by SCO

- A. SCO shall provide lodging to Hunter. Lodging includes a furnished house with bedding, towels, kitchen, stove, microwave, refrigerator, freezers, washer/dryer, toaster, plates/silverware, TV and Wi-Fi. Lodging is within a 30 minute drive of all hunting properties.**
- B. Archery targets and rifle range are available.**
- C. Facilities to process and freeze harvested animals will be available to Hunter. It is Hunter's sole responsibility to process all game.**
- D. All five day hunts include dinner unless noted by an SCO representative. Other meals and drinks are the responsibility of Hunter.**
- E. Smoking will not be permitted in lodging.**
- F. Before departure, Hunter must leave the lodging in its original condition with cleaning supplies provided by SCO.**
- G. SCO is not responsible for any lost, broken or stolen property.**

3. Description of Missouri State Laws & SCO Hunting Laws

- A. Licenses/tags are not included in the hunting packages and are the responsibility of Hunter. For details on licenses/tags and applicable fees, see "Resources", section 8.**
- B. Hunter must possess/obtain safety card.**
- C. Hunter MUST be familiar with Missouri state game laws and abide by them at all times.**
- D. Missouri State law requires hunters to harvest bucks with at least four point on one side. SCO strictly enforces this law.**
- E. SCO requires Hunter to harvest a 130" or larger buck. If Hunter harvests a buck under 130", a \$500 fine will be imposed and must be paid in full before Hunter's departure.**
- F. If Hunter wounds ANY deer with ANY weapon, all reasonable attempts to recover the animal (with SCO's help) must be made. The second time Hunter wounds an animal and is unable to recover it, Hunter's contract will be terminated by SCO without exception.**

4. Hunting Equipment & Supplies

- A. Hunter shall provide his/her own equipment and supplies, unless otherwise specified in this Agreement. Hunter will be responsible for maintaining equipment in good repair and in accordance with safety regulations.**
- B. Hunter is permitted to use scent, call, decoy or personal tree stand as long as they are permitted within MO state laws and are respectful to other hunters and property.**

5. Lodging

- A. SCO's lodging address is: 13557 Route B, Green City, MO.**
- B. Accommodations: A seven -bedroom house with 27 beds available. The house consists of four full bathrooms, a large living room and a large lounge area with a bar. A skinning/processing area is also available for Hunter to utilize.**
- C. Amenities: 4 full refrigerators, 2 small refrigerators, coffee station with supplies in lounge area, Cable Television in living room and lounge area, bunk beds with bedding (see note below), 2 washers and dryers, pots, pans, dishes, utensils and 3 freezers for game storage. **Although SCO provides bedding, Hunter may wish to bring their own sheets, pillows, etc.***
- D. Stipulations: Facilities must be used with respect and left in the condition in which they were found.**

Con't.

Lodging con't.

E. SCO facilities are located approx. 12 miles south of Unionville and 12 miles north of Milan, MO. Both towns have restaurants, grocery stores, gas stations, etc. A small convenience store is located in Green City, MO, approximately 8 miles southeast of SCO facilities.

6. Costs & Fees

A. Costs and fee collection details:

- i. A fifty percent (50%) deposit is due upon signing of contract. The remaining balance is due 30 days prior to hunt.
- ii. Deposits are non-refundable but are transferable to another hunt or hunter.
- iii. Licenses and tags are not included in the hunting package prices.
- iv. Payment should be made to Spring Creek Outfitters of Missouri, LLC by cash, check or money order payable to Michael Bupp or Donald Orner.
- v. If paying by check, Hunter will assume a \$30 service charge on returned checks.
- vi. If legal action is necessary to collect payment, Hunter shall be responsible for all court costs and attorneys' fees associated with collection of debt.

7. Legal Disclaimers

- A. **Liability Indemnification.** Hunter agrees to release SCO from liability of any kind, indemnify and hold SCO harmless from any and all claims, losses, expenses and fees, including attorney's fees and costs and judgments that may be asserted against Hunter as a result of his/her acts or omissions, including but not limited to, claims by others or by governments arising from negligence, failure to secure necessary licenses/tags and/or following all federal, state or municipal laws, or misuse or unauthorized use of land or facilities.
- B. **Notice of Claim or Suit.** Should a claim or suit arise against either party, the parties agree to forward immediately every demand, notice, summons or other process they receive that involves a claim, suit or other legal proceeding. If received by Hunter, all notices must be mailed to: Spring Creek Outfitters of Missouri, LLC, 54722 Highway 6, Milan, Mo 63556. If received by SCO, the notice will be mailed to Hunter's address provided on contract form.
- C. **Assistance & Cooperation.** The parties agree to cooperate fully with each other in the conduct of any lawsuits arising, if any of the parties shall, upon request, attend hearings and trials and assist in securing evidence or obtaining the attendance of witnesses.
- D. **Initial Term.** This Agreement shall continue in full force and effect from the date of signing until at least thirty days (30) after the expiration of the hunt.
- E. **Renewal Terms.** This Agreement shall not renew automatically. A new contract must be executed for each and every hunt purchased by Hunter.
- F. **Termination.** This Agreement may be terminated as follows:
 - i. **By Hunter:** Upon thirty days (30) written notice to SCO Outfitters of Missouri, LLC, 54722 Highway 6, Milan, Mo 63556.. In this instance, Hunter understands any deposit or payment made to SCO is non-refundable.
 - ii. **By Hunter or SCO if the other party breaches this Agreement:** If Hunter is the breaching party, any deposit or additional payment made to SCO is nonrefundable. If SCO is the breaching party, a full refund, including the initial deposit, will be given to Hunter.
 - iii. **By SCO:** In the event that SCO ceases to do business, SCO will make a full refund, including the initial deposit, to Hunter.

Con't.

Legal Disclaimers con't.

- G. **Attorneys' Fees.** If any action is initiated by either party to enforce or seek damages for breach of any provision of this Agreement, the prevailing party in such action, if there be a prevailing party, shall be entitled to recover, in addition to the costs of the suit, such reasonable attorneys' fees as the tribunal deterring the action may award.
- H. **Notices.** Any notices to be given hereunder by either party to the other may be effected either by personal delivery, by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement, but each party may change that address by written notice and in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of the date of actual receipt. Mailed notices shall be deemed communicated as of three (3) days after the date of mailing.
- I. **Entire Agreement.** This Agreement represents the entire agreement between the parties and supersedes any and all other agreements, oral or written, between them.
- J. **Severability.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

- K. **Modification or Waiver.** No modification or waiver of this Agreement shall be binding unless in writing and signed by the parties hereto. The waiver by either party of any breach by the other party of any obligations hereunder or the failure of such party to exercise any of its rights in respect of such breach shall not be deemed to be a waiver of any subsequent breach.
- L. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the courts of the County of Putnam in the State of Missouri.

8. Resources

A. www.mdc.mo.gov

- i. Applications/Permits
- ii. Season dates
- iii. MO state hunting laws
- iv. Hunting events
- v. Hunting/trapping MO state statistics
- vi. Hunting method exemption sheet

B. www.screekout.com

- i. Details pertaining to Spring Creek Outfitters of Missouri, LLC and hunts
- ii. All information found within this contract
- iii. Contact information
- iv. Flyers, contracts and waiver and release agreement

Waiver and Release Agreement

Please read carefully before signing. This is a release of liability and waiver of certain legal rights.

In consideration for my being permitted to participate in the activities of _____, I agree to the following Waiver and Release:

I acknowledge that the activities have inherent risks, hazards, and dangers that cannot be eliminated, particularly in a wilderness environment. I UNDERSTAND THAT THESE RISKS, HAZARDS, AND DANGERS INCLUDE WITHOUT LIMITATION:

1. The risk of handling firearms and being near others that have firearms in their possession;
2. The risk of injury from ammunition and shot from other guns;
3. Walking in rugged country, including encounters with wildlife, animals and insects;
4. Inclement weather conditions;
5. The risk of injury from riding on an all terrain vehicle (ATV) or any vehicle used off paved road;
6. The risk of injury from the use of tree stands.

I understand the risks, hazards, and dangers of hunting and have had the opportunity to discuss them with _____. I understand that these activities may require good physical conditioning and a degree of skill and knowledge. I believe I have the good physical conditioning and the degree of skill and knowledge necessary to engage in these activities safely. I understand that I have responsibilities. My participation in these activities is purely voluntary. No one is forcing me to participate and I elect to participate in spite of the risks. I AM VOLUNTARILY USING THE SERVICES OF _____

WITH FULL KNOWLEDGE OF THE INHERENT RISKS, HAZARDS, AND DANGERS INVOLVED AND HEREBY ASSUME AND ACCEPT ANY AND ALL RISKS OF INJURY, PARALYSIS, OR DEATH.

Lastly, I, for myself, my heirs, successors, executors and subrogates, hereby KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE, INDEMNIFY AND HOLD HARMLESS _____, their directors, officers, agents, employees and volunteers from and against any and all claims, actions, causes of action, liabilities, suits, expenses (including reasonable attorneys' fees) which are related to, arise out of, or are in any way connected with my participation in this activity including, but not limited to, NEGLIGENCE of any kind or nature, whether foreseen or unforeseen, arising directly or indirectly out of any damage, loss, injury, paralysis or death to me or my property as a result of my engaging in these activities or the use of these services, animals or equipment, whether such damage, loss, injury, paralysis, or death results from negligence of _____ or from some other cause. I, for myself, my heirs, my successors, executors and subrogates further agree not to sue as a result of any injury, paralysis or death suffered in connection with my use and participation in the activities of _____.

BY SIGNING THIS CONTRACT, THE PARTIES AGREE THAT THEY HAVE READ AND UNDERSTAND ALL OF THE TERMS AND CONDITIONS OF THIS CONTRACT. I HAVE CAREFULLY READ, CLEARLY UNDERSTAND, AND VOLUNTARILY SIGN THIS WAIVER AND RELEASE AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date of _____.
Spring Creek Outfitters of Missouri, LLC:

Hunter's signature: _____

Print name: _____

Michael Bupp, Partner/Owner: _____

Donald Orner, Partner/Owner: _____

Spring Creek Outfitters of Missouri, LLC Hunting Contract

▪ Archery 5-day hunt	1 buck, 1 doe, 2 turkeys	\$1,525.00
▪ Archery Final Week 5-day hunt	1 buck, 1 doe, 2 turkeys	\$1,700.00
▪ Archery Post Rut (Dec 1 – Jan15)	1 buck, 1 doe, 2 turkeys	\$1,200.00
▪ Rifle Week #1 5-day hunt	1 buck, 1 doe	\$2,000.00
▪ Rifle Week #2 4-day hunt	1 buck, 1 doe	\$1,400.00
▪ Late-season inline 4-day hunt	1 buck, 1 doe	\$1,400.00
▪ Late –season inline 5-day hunt	1 buck, 1 doe	\$1,650.00
▪ Archery 3-day AND rifle 5-day hunt	2 bucks, 1 doe, 2 turkeys	\$3,300.00
▪ Archery 5-day hunt AND rifle 3-day hunt	2 bucks, 1 doe, 2 turkeys	\$3,300.00
▪ Semi-guided turkey 3-day hunt (Spring only)	Week 1: 1 Bird Week 2&3: 2 birds	\$450.00
▪ Semi-guided turkey 5-day hunt (Spring only)	Week 1: 1 Bird Week 2&3: 2 birds	\$625.00
▪ Semi-guided predator hunt		\$150/day
▪ Fully-guided predator hunt		\$250/day
▪ Yearly membership	(Unlimited hunting for all seasons)	\$4,000.00

50% is due upon contract signing and the remaining balance is due thirty (30) days prior to the hunt

Hunt type: _____ Hunt Dates: _____

Hunter's name: _____

Address: _____

Home phone: _____ Cell phone: _____ Can we text you? _____

Email address: _____

Emergency contact: _____

Hunt info: _____ \$ _____

Subtotal \$ _____

Less Deposit \$ _____

Balance Due \$ _____