## **USING THE MODEL CONTRACT**

The attached model contract is being provided by the Office of Outfitter Registration (OOR) for your use. It is not mandatory that you use this model to draft your contract. However, it has been reviewed by the Director of the Division and the Attorney General's office and includes all the terms and requirements mandated by the Office of Outfitter Registration and the Advisory Committee. It also includes terms and conditions from various contracts that we have seen and liked. These terms and conditions help protect your rights and those of your client.

Please use the model as a basis for your contract; modify it and add or delete terms to meet the particular needs of your business. There are several places in the model that ask you to insert your own language or policies. In some cases, some terms and conditions will not be applicable; feel free to mark these "N/A" or leave them out all together if they would never apply to you. However, be careful when deleting or modifying terms and conditions that you don't eliminate something that is required by law. Finally, please feel free to call the office with questions at (303) 894-7778. We cannot give legal advice but we are willing to discuss your issues and help you understand our requirements.

The model contract is available in hard copy by calling the office at the number above and it is available on our web site in electronic copy at <a href="https://www.dora.colorado.gov/professions/outfitters">www.dora.colorado.gov/professions/outfitters</a>.

OOR also recommends that Outfitters use a "Liability Release and Acknowledgement of Risk". These forms are **not** required by the Outfitters' statute. The forms spell out the risks of hunting and other outdoor sports and require the client to ensure his own physical health is up to the demands of a hunting trip. They also release the Outfitter from some of the liability associated with taking people who may not be up to the challenge into the wilderness.

Note – the contract must be provided to the client within 30 days of receipt and acceptance of a deposit from a client.

## Outfitter/Client Model Contract

(Most Outfitters use letterhead but it is not mandatory)

This agreement is made by and between [INSERT company name] (hereinafter referred to as "Outfitter") and [INSERT client name] (hereinafter referred to as "Client"). This agreement shall be effective on the date 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:

- A. 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 and/or the U.S. Forest Service.
- B. Provide client with a [Specify the type of service, e.g., fully guided hunt, drop camp only, guided fishing trip, fishing instruction only, etc.]
- C. Dates: from [INSERT beginning date], through [INSERT ending date]
- D. Which includes: [INSERT #] pack-in and pack-out days □ Pack in/out not applicable.
- E. Provide the Client with a suggested list of clothing and personal effects needed for the trip, a listing of hotels in [List of hotels], directions to [Directions], 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.
- F. 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.
- G. Provide the following agreed-upon services and/or equipment [Add or delete services as appropriate]:
  - \* Riding horses to/from camp on pack-in and pack-out days **OR** riding horses for each client for the duration of the trip,
  - \* Wrangler to take care of horses and to accompany Client with horses used for transportation to hunting areas from camp or return from hunting areas to camp.
  - \* Complete packing service for client's gear,
  - \* Base camp accommodations to include food, a cook, tent lodging, toilet facilities and necessary supplies and equipment,
  - Guide service consisting of 1 guide for each [#] Clients, unless otherwise specified,
  - \* Field dressing, capping, quartering game,
  - \* The Outfitters agrees the hunt will be in GMU [#s] with camp locations as designated by the permitting agency. □ Other [Specify]

The parties understand that the dates of the trip may change for reasons beyond the Outfitter's control. The duration of the trip is as provided above, not-withstanding the fact that circumstances, including but not limited to, weather, governmental action, staff illness, equipment failure or other factors beyond the Outfitter's control may prevent packing into or out of certain areas on certain days.

[Insert company name] does not provide sleeping bags, personal gear, hunting or fishing licenses, taxidermist fees, meat processing, or [Specify]. The Client is responsible for the meat, hide, cape and antlers after [Specify].

# 2. The Client Agrees to:

- A. Pay all fees when due and furnish all required information by the dates promised. Live and camp in a manner consistent with State laws and regulations, U.S. Forest Service regulations, and abide by camp and other rules as provided by the Outfitter.
- B. Purchase applicable license(s).
- C. Arrange for his own travel to and from [Specify place].
- D. Bring sufficient but not excessive amounts of personal gear based upon the list provided by Outfitter.
- E. If born after January 1, 1949, have in possession a Hunter Safety Card.
- F. Refrain from consuming any alcoholic beverage during the day or otherwise until all firearms are unloaded and stored for the day.
- G. Other [Specify]
  [If the outfitter uses an individual release or other forms, add a paragraph like the following.]
- H. Read and sign the attached RELEASE AND ACKNOWLEDGEMENT OF RISK. All forms must be returned to [Insert company name] on or before [Date].

#### 3. Fees and Conditions

In consideration of the Outfitter providing the services as set forth herein above (including attachments), the Client agrees to pay the Outfitter the sum of \$[Enter amount] per person, in U.S. funds in the form of cash, certified funds or money order, as follows:

- A. A deposit of \$[Enter amount] 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 [Date], 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 on or before:

[Specify date]
Prior to the packing into the camp.
At the conclusion of the trip.
Not Applicable, PAID in FULL

### 4. Cancellations and Refunds:

- A. The deposit 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 shall [Put refund policy here].
- B. If the Client fails to draw the required license for the species for which he has negotiated the hunt, [*Put refund policy here*].
- 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 the Client materially defaults in the performance of any of his obligations herein, Client's right 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 action, staff illness, equipment failure or livestock illness, the Client shall be entitled to [State policy here, e.g., partial refund, hunt the following year, etc.].
- 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.

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 latest date signed by the parties below.

Outfitter or party designated as Responsible Party on the original registration application	Date	
Client	Date	
Parent or guardian of Client, if under 18	_ Date	