

Barton Community College/Camp Aldrich Hunting Agreement

This agreement is between Barton Community College and the client hereinafter referred to as the "hunter." This agreement shall be effective when Barton Community College has received the hunter's deposit and both parties sign this agreement. The parties agree as follows:

Hunter _____

Date of Birth _____

Address _____

Driver's License _____

1. DESCRIPTION OF HUNT- the hunter will be oriented to the hunt area and given information on game movements and stand locations. Sleeping and restroom accommodations will be provided to the hunter [Rustic cabin, two bedrooms (capacity 2 per bedroom), restroom, kitchen, and living area]. Meals may be prepared by hunters and/or there are a number of local restaurants in the area.

2. COST OF HUNT

- Bow Hunt Cost \$ 2,500
- Total Due \$ _____
- Deposit Received \$ _____
- Balance Due \$ _____

3. PAYMENT TERMS

50% deposit for a reservation at the time of booking. Your reservation is confirmed when deposit is received and agreement is signed by both parties. Deposit is payable by personal check, credit card, money order, or certified check. The balance of all fees owed is due 45 days before the hunt. There will be no refunds of deposits.

4. HUNTER SHALL PROVIDE:

Hunter shall provide personal items, transportation to and from Camp Aldrich, bow and arrows, ice chests, hunting licenses, taxidermist's fees, meat processing, and meals.

5. BARTON COMMUNITY COLLEGE/CAMP ALDRICH SHALL PROVIDE:

The hunter will be oriented to the hunt area and given information on game movements and stand locations. Barton will provide accommodations near the area to be hunted, and transportation of game to a local processor upon request. Camp Aldrich is monitored by electronic surveillance and Camera equipment.

6. HUNTER AGREES TO:

- a. Accept and abide by the provision of the agreement and pay all fees when due.
- b. Hunt in a manner consistent with Kansas fish and game laws and regulations. Barton has made arrangements with Kansas Department of Wildlife & Parks to monitor hunting within the boundaries of Camp Aldrich.
- c. Be responsible for costs associated with processing, shipping, storing, and transporting of meat from Camp Aldrich.
- d. Assumes the risk of hunting based on disclosed or undisclosed conditions.
- e. Safety belts are provided and their use is mandatory in all tree stands.
- f. No guarantees or warranties, either expressed or implied, as to fitness of purpose of the property and that the success of the hunting is strictly the risk and responsibility of the hunter.
- g. In the event the hunter defaults in the performance of any of his obligations, to include health and safety rules, violations of laws, regulations, hunters right to participate further in the trip may be forthwith terminated at the sole discretion of Barton Community College. Under such circumstances the hunter shall not be entitled to any portion of a refund.
- h. Read, sign, understand and accept the waiver and release of liability.
- i. In the event that after the hunt starts, the hunter should desire to terminate the hunt early, no refunds of any fees will be made.
- j. Permits and licenses are not included in the prices. It is the responsibility of the hunter to obtain the proper permits and licenses.
<http://www.kdwp.state.ks.us/news/Hunting/Applications-and-Fees/Deer>
- k. Discharges of Firearms are not allowed on the grounds of Camp Aldrich.
- l. Permit is restricted to bow hunting within the boundaries of Camp Aldrich. Hunting on land adjacent to Camp Aldrich is considered trespassing and is not permitted.
- m. Arrive any time after 3 p.m. on your scheduled day of arrival. Check-out by 11 a.m. on your scheduled day of departure.

7. KANSAS HUNTERS FEED THE HUNGRY - KSHFH invites you to donate any legally harvested deer to our participating meat processors. There is no cost to donate your deer. Donated game must be field dressed and legally tagged. BARTON will arrange the donation of your deer.

<http://www.kshfh.org/>

8. BARTON COMMUNITY COLLEGE/CAMP ALDRICH AGREES TO:

a. In the event the BARTON materially defaults in the performance of its obligations due to circumstances other than weather, an act of God or government action beyond his control, the hunter shall be entitled only to a return of the pro rata portion of the balance due, as shown in paragraph (2.) of this contract, for the percentage of the trip not completed.

b. In the event that BARTON is unable to perform all or any portion of its obligations hereunder, for reasons beyond the BARTON’s control due to weather, an act of God or governmental action, the hunter, named above, shall not be entitled to a refund of any portion of fees paid to BARTON.

9. THIS AGREEMENT is deemed made at BARTON’s place of business in the State of Kansas, Barton County, and shall in all respects be governed by the laws of the State of Kansas. Any action brought by either party to enforce any of the terms or conditions of this agreement shall be brought only in Barton County, Kansas. Each party consents to the exclusive jurisdiction and venue of the appropriate court in such County.

I the undersigned have read, understood, and accept the terms and conditions stated herein and acknowledge that this agreement shall be binding upon me, my heirs, assigns, personal representatives, and estate, and for all members of my family including any minors accompanying me.

10. HUNTING DATES:

Week – Please indicate desired dates (contact BCC facilities for available dates) _____

Executed, Dated, and signed this _____ day of _____ 20_____

Hunter’s printed name

Hunter’s Signature

Hunter’s E-mail

Hunter’s home phone

Hunter’s cell phone

Barton’s official Signature_____