

COLORADO FRIENDS AND FAMILY FISHING Outfitter/Guide Contract 11 Mile Reservoir

This agreement is made by and between Colorado Friends and Family Fishing (hereinafter referred to as "Outfitter") and _____ (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 Registrations, Office of Outfitter Registration; Bureau of Land Management; Colorado Parks and Wildlife/or the U.S. Forest Service.
 - B. Provide client with a guided fishing excursion.
 - C. Date: _____ Departure Time: _____ am.
 - D. Which includes: A guided fishing excursion on 11 Mile Reservoir; for up to 5 hours (weather permitting) trolling by boat for trout and/or Kokanee Salmon.
 - E. Provide the Client with a suggested list of clothing and personal effects needed for the excursion, and directions to specific lake boat ramp, 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 excursion. Clients are encouraged to read the company operating and safety plan provided on the Outfitter's website or ask Outfitter for a handout.
 - F. Provide the following agreed-upon services and/or equipment:
 - Guide service consisting of 1 guide for each four (4) adult Clients; or a combination of adults and children four (4) years of age or older.
 - Boat, required safety equipment, fishing guide, fishing equipment (rods, reels, tackle, bait, etc.)

The parties understand that the dates of the excursion may change for reasons beyond the Outfitter's control. The duration of the excursion is as provided above, notwithstanding 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 fishing on certain days.

CO Friends and Family Fishing, does not provide personal gear, 1-Day fishing license or 1-Day Vehicle State Parks Pass.

2. The Client Agrees to:
 - Pay all fees when due and furnish all required information by the dates promised and abide by safe fishing and boating rules as provided by the Outfitter.
 - Purchase applicable license(s).
 - Arrange for his/her own travel to and from boat launch.
 - Bring sufficient but not excessive amounts of personal gear based upon the list provided by Outfitter.
 - Read and sign the attached RELEASE AND ACKNOWLEDGEMENT OF RISK.

- All forms must be returned to CO Friends and Family Fishing on or before the fishing 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 \$ 250.00 for one person; \$50.00 for each additional person, in the form of cash, check, or bank transfer through Intuit Payment Network. Debit and credit card payments may be made, however will be assessed a 3% service charge. Payment is to be made in US funds as follows:

- A deposit of \$100.00, which shall be paid by the Client to the Outfitter with a signed copy of this agreement, should be received by the Outfitter at the time of the reservation booking.
- The balance of the fee shall be paid on or before the date of the fishing excursion.
- Gratuity not included.

4. Cancellations and Refunds:

- 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 be refundable up to ten (10) days prior to excursion less a \$25.00 handling fee. Should Client need to reschedule with less than ten (10) days' notice, a one-time rescheduling option will be offered.
- In the event the Client should desire to terminate the excursion early, the Outfitter will return the Client to the boat ramp. However, the Client acknowledges and understands that fees will not be refunded or discounted.
- 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.
- 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 (between the ages of 4 and 17 years of age). This Agreement shall be effective as of the latest date signed by the parties below. Signature confirms a valid fishing license has been purchased.

Robert H. Stephenson, Colorado Friends and Family Fishing

Date

Signature of Client

Date

Signature of Client (Parent or guardian of Client, if under 18)

Date

Signature of Client (Parent or guardian of Client, if under 18)

Date