

CONTRACT and AGREEMENT

This Agreement is made effective as of Date: _____ by and between Client: _____ Address: _____ and Rio Outdoor Adventures, LLC of P.O. Box 542 Santa Cruz, New Mexico, 87567.

In this Agreement, the parties who are contracting to receive services shall be referred to as "Client", and the party who will be providing the services shall be referred to as "Outfitter".

Outfitter has a background in outdoor recreation specifically in guiding and outfitting for the harvest of big game species including: Rocky Mountain Elk, Rocky Mountain Big Horn Sheep, Mule Deer Black Bear, Mountain Lion, Turkey and predators and other big game animals and is willing to provide services to the client based upon this background and profession.

Client desires to have services provided by Outfitter.

THEREFORE, the parties agree as follows:

1. DESCRIPTION OF SERVICES. Beginning on hunt date: _____ Outfitter will provide the following services with the intent of harvesting a Specie: _____ (collectively, the services). Hunt in which Client has the opportunity to hunt the private lands of the Rio Costilla Cooperative Livestock Association (RCCLA). The Outfitter will provide the client with a professional hunting opportunity by guiding and outfitting the client on the above-mentioned lands based upon the landowner's policies, rules and regulations for big game hunting and public rules set forth by the NM Dept. of Game & Fish. Outfitter will guide the client based on the Outfitter's knowledge, experience and expertise with the intent of harvesting a trophy class big game specimen. Services includes vehicles for travel, hunting implements intended for hunting purposes, and facilities for outfitting purposes. The outfitter will also take measurements for proper meat and trophy care upon harvest.

Outfitter will also provide outfitting services, which will include adequate quarters for lodging, based on the requirements of the client and agreed upon by both parties. Outfitter is poised to provide the use of a lodge/motel facility which contains running water and bathrooms facilities. Outfitter will also provide two hardy meals per day including breakfast and dinner and will provide a sack lunch each afternoon, as well as snacks and other foods as required and requested by client.

2. PERFORMANCE OF SERVICES. The Outfitter based on his knowledge and experience shall determine the manner in which the Services are to be performed and the specific hours to be worked. The client will rely on the Outfitter to work as many hours as shall be determined for the conduction of said hunting opportunity.

3. PAYMENT. Client agrees to compensate Outfitter for the Services based upon the agreed contract amount of \$ _____. Client is also responsible for non-resident hunting license payable to the NM Department of Game & Fish. Client is to pay one half of the total cost of the hunt to book through deposit in the amount of \$ _____

payable upon execution of this contract. The remaining balance is to be paid 30 days prior to the commencement of the hunt booked. If client fails to meet the 30-day final balance requirement, client will be required to provide the remaining balance through cashiers check and or cash. Failure to provide final payment within the requirements set forth in this agreement shall null and void this contract and any deposits paid towards a hunt shall be forfeited and non-refundable. The Outfitter will provide the necessary paperwork required by the ranch in conjunction to this hunt prior to hunt period. Outfitter shall be responsible to provide the required paperwork and documentation so that client may obtain the required license and tag from the New Mexico Game and Fish Department in a timely manner. The outfitter will offer his consultation in this effort. The deposit for booking a hunt is transferable only from one hunter to another within the same hunting season originally booked. Deposits paid on hunts are non-refundable otherwise. Client also has 30 day right of first refusal for future hunting slots for same hunt in the following years. The 30 day period shall begin on the last day of the current hunt. A minimal deposit is required and shall be determined by outfitter.

4. TERM/TERMINATION. This Agreement shall terminate automatically upon completion by Outfitter of the Services required by this Agreement or by agreement by both parties.

5. RELATIONSHIP OF PARTIES. It is understood by the parties that this is an independent contractor with respect to Client, and not an employee employer relationship.

6. INDEMNIFICATION. Client agrees to indemnify and hold harmless from claims, losses, expenses, fees including attorney fees, costs and judgments that may be asserted against outfitter that result from the acts or omissions of the Outfitters, employees, if any, and Outfitter's agents or contractors. Client agrees to execute hunter registration form, release of liability form and acknowledgment of risk form on behalf of the Rio Costilla Park Ranch and its agent outfitter. Refusal to execute the required documents will null and void this contract and any deposits paid towards a hunt shall be forfeited and non-refundable.

7. NOTICES. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

If for Client:

Client Mailing Address

If for Rio Outdoor Adventures, LLC:

Elias M. Vigil (Lee)
P.O. Box 542
Santa Cruz, NM 87567 (505) 927-1415 Cellular

Either party may change such address from time to time by providing written notice to the other in the manner set forth above.

8. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

9. 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 that 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.

9. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

10. APPLICABLE LAW. The laws of the State of New Mexico and the United States shall govern this Agreement.

Party Receiving Services:

By: _____
Client

Party Providing Services:
Rio Outdoor Adventures, LLC

By: _____
Elias M. Vigil (Lee), Outfitter # O-3235