



TIDE TO FIELD
CLIENT SERVICES AGREEMENT

This contract agreement (“Agreement”) is between ATLAS HOSPITALITY LLC, doing business as TIDE TO FIELD (“Tide to Field”) and _____ (“Client”).

Tide to Field is a bonded and licensed California guide, guide license no. [SP#1002195].

Each individual Client participating in the activities described below must sign this Agreement, including any attachments, prior to engaging in the activities. Please review this agreement carefully.

In consideration of the mutual promises set forth below, the parties agree as follows:

1. DESCRIPTION OF SERVICES

Client agrees to participate in the following activity:

___ **Fishing guided session**

___ 4-hour session

___ 6-hour session

___ **Hunting guided session**

___ 4-hour session

___ 6-hour session

___ overnight: ___ night(s) total

___ **Foraging guided session**

___ 4-hour session

___ 6-hour session

___ **Fishing workshop**

___ group class

___ private group

___ private session



___ **Hunting workshop**

___ group class

___ private group

___ private session

___ **Foraging workshop**

___ group class

___ private group

___ private session

Additional details regarding the selected services are attached and incorporated into this Agreement as Exhibit A.

Selection of any of the services included in this paragraph DOES NOT guarantee that the Client will harvest or take any animal or species.

All guided sessions include water, snacks, and meals provided by Tide to Field. Client is also welcome and encouraged to pack their own water, snacks, and meals. Where applicable, bait, tackle, and ammunition are included and provided by Tide to Field. ***Firearms are not provided by Tide to Field or available for rental at this time. Client is responsible for bringing any gear described in Exhibit A to this Agreement.***

2. TERMS OF PAYMENT

In consideration for the Services provided by Tide to Field as set forth in Paragraph 1, Client agrees to pay Tide to Field a total of [_____] (“Cost of Services”). The total Cost of Services is due immediately upon reserving the Services selected in Paragraph 1.

3. CANCELLATION POLICY

No refund will be provided for cancellation within 48 hours of the reserved Services. Client may reschedule to a different time slot that is mutually available to both Parties, or, if there are no mutually available sessions corresponding to the type of Service originally requested, Client may book a private session within a 2-month window of the original reservation. If Client has no availability within the 2-month window, Client can secure a session outside of this window for a \$50 re-booking fee.

4. LAND ACCESS

Tide to Field is responsible for securing authorization to access to any public and/or private land on which the activities subject to this Agreement will take place, including obtaining any federal, state, and local permits for land access.



5. HUNTING & FISHING LICENSES

Client warrants and is responsible for securing all applicable federal, state, and local licenses and permits that may be required to take any bird, mammal, fish, amphibian, or reptile in connection with performing the activities set forth in this Agreement. This includes any federal, state, and local licensing that applies to possession, ownership, or use of firearms. Client is solely responsible for maintaining any applicable licenses or permits on Client's person at all times throughout the duration of the activities subject to this Agreement. **Tide to Field expressly disclaims any responsibility for securing or possessing any individual licenses or permits relating to hunting, fishing, or the use of firearms on Client's behalf.**

6. WARRANTY

Tide to Field warrants that it will provide the Services and obligations set forth in this Agreement in a timely and workmanlike manner, using knowledge and recommendations for performing the Services which meet generally acceptable standards in Client's community and region, and will provide a standard of care equal to, or superior to, care used by similar bartenders on similar projects/work.

Tide to Field warrants that it is aware of and in compliance with all relevant federal, state, and local laws, regulations, policies, and guidelines that are applicable to rendering the Services set forth in Paragraph 1. This includes, but is not limited to, compliance with California Fish and Game Code §§ 2535, et seq., regarding guide licensing requirements. **Tide to Field is a licensed and bonded guide regulated by the California Department of Fish and Wildlife, guide license no. [SP#1002195].**

7. LIABILITY AND INDEMNIFICATION

Tide to Field is only liable for services completed and provided by Tide to Field and cannot be held liable for the services of other contracted vendors.

Tide to Field is not responsible for acts of God, natural disasters, acts of government such as a declaration of national or local emergency, or other incident outside of the control of Tide to Field that may render Tide to Field unable to perform the Services and obligations set forth in this Agreement.

Tide to Field EXPRESSLY DISCLAIMS LIABILITY FOR THE INHERENT RISKS OF PARTICIPATING IN THE ACTIVITIES SUBJECT TO THIS CONTRACT THAT CANNOT BE ELIMINATED, INCLUDING THE POTENTIAL FOR PHYSICAL OR EMOTIONAL INJURY, PROPERTY DAMAGE, OR DEATH. CLIENT ASSUMES ALL RISKS ASSOCIATED WITH PARTICIPATING IN THE ACTIVITIES SET FORTH IN PARAGRAPH 1 OF THIS AGREEMENT, WHETHER KNOWN OR UNKNOWN. CLIENT RELEASES, DISCHARGES,



AND HOLDS HARMLESS TIDE TO FIELD, ATLAS HOSPITALITY LLC, AND ITS OFFICERS, EMPLOYEES, AND AGENTS FROM ANY AND ALL CLAIMS, DEMANDS, DAMAGES, AND LIABILITIES ARISING FROM OR IN ANY WAY RELATED TO CLIENT'S PARTICIPATION IN THE ACTIVITIES SUBJECT TO THIS AGREEMENT. CLIENT AGREES TO INDEMNIFY AND DEFEND TIDE TO FIELD AND/OR ATLAS HOSPITALITY LLC FROM ANY AND ALL CLAIMS, DEMANDS, DAMAGES, AND LIABILITIES ARISING FROM OR IN ANY WAY RELATED TO CLIENT'S PARTICIPATION IN THE ACTIVITIES SUBJECT TO THIS AGREEMENT.

8. TERMINATION

In addition to all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term, or condition of this Agreement (including without limitation the failure to make a payment when due), the other Party may terminate the Agreement by providing written notice to the defaulting Party.

9. ATTORNEY

If legal action is necessary to enforce the terms of this contract the prevailing party shall be entitled to reasonable attorney fees in addition to any other remedies to which that party might be legally entitled.

10. GOVERNING LAW

This Agreement shall be construed in accordance with the laws of the State of California.

EXECUTED BY:

[INSERT CLIENT NAME]
[INSERT CLIENT TITLE]

[DATE]

Lauren Coakley
Owner, TIDE TO FIELD

[DATE]



EXHIBIT A

Per the terms of this Agreement, Client has agreed to participate in **[INSERT TYPE OF PACKAGE]**. The Services rendered pursuant to this Agreement will take place on **[DAY]**, from **[TIME]** at **[LOCATION]**.

Tide to Field is responsible for providing:

- **[INSERT LIST OF THINGS TIDE TO FIELD WILL PROVIDE]**, e.g. food, water, snacks, any other materials]

Client is responsible for bringing:

- **[INSERT LIST OF THINGS TIDE TO FIELD WILL PROVIDE]**, e.g. types of gear, packing list, any applicable hunting/fishing/firearm licenses]

Client further agrees to review and sign the attached “Waiver, Assumption of Risk and Indemnity Agreement”. Completion of the Waiver, Assumption of Risk and Indemnity Agreement is required prior to Client engaging in any of the activities set forth in this Agreement.

Client may elect to fill out the attached “Personal Information Form”. This is a voluntary form prepared to facilitate Tide to Field’s ability to provide an experience tailored to Client’s individual needs. Client is under no obligation to complete this form.