**Hunting Agreement**

**Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Phone:(H) \_\_\_\_\_\_\_\_\_\_\_\_(C)\_\_\_\_\_\_\_\_\_\_ City, State& Zip: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Date of Hunt: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Hunter/Non-Hunter/: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Hunt Description: Whitetail Deer -Cull or Management/ Classic/ Premium/ Trophy (circle one)**

**Deposit: Amount Paid/ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 I (we) hereby acknowledge that I (we) are knowingly and willingly entering a Hunting Agreement, Or becoming a party bound by the terms and conditions of a Hunting Agreement by and between Tammie Mueller owner of Slow Coach Ranch, (herein referred to as “Land Owner”)and (Name of Hunter[s]/ Non Hunter(s) bound by the Hunting Agreement)(“Hunter”)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, dated\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_.

For the purposes of this Agreement, “Guide” shall refer to the lands owner’s employee/s, the terms “Harvested” shall refer to any whitetail deer wounded or killed by the Hunter, and “Hunt” shall refer to the entire time that the Hunter is participating in the pursuit of whitetail deer and/ or related services provided on the land owners premises.

 I (we) agree to abide by the terms and conditions set forth by this Hunting Agreement and also by the terms and conditions of the Release of Liability, Consent for Exposure to Dangerous and Hazardous Conditions and Assumption-of-the-Risk Agreement.

I (we) acknowledge and understand the land owner makes no warranties, either expressed or implied, as to the condition and/or safety of the hunting premises and the improvements located thereon (herein after collectively referred to as the Hunting Premises) being 691 acres, more or less parcel of land located at 300 Private Road 1642 on FM 2647 5 miles NE of Ballinger, TX 76821 in Runnels County.

**Terms and Conditions**

1. Hunter shall have and possess a valid TX hunting license that covers the species identified above and which the hunter intends to hunt on the Hunting Premises.
2. Hunter shall comply with all Texas, Federal and local hunting regulations.
3. While on the Hunting Premises, hunter shall: (a) maintain safe gun handling practices; (b)never shoot in the direction of any people, buildings, or livestock; (c) leave all gates as the hunter finds them; (d) use proper care in crossing fences; (e) operate vehicles only on established roadways; and (f) not use unlawful drugs or be in any way intoxicated.
4. Hunter shall exercise due care to prevent fires; and shall not cause or permit damage to fences, crops, trees, or farm animals, or equipment; and shall not commit or permit waste or damage or injury, and shall not conduct or permit any illegal activity on the Hunting Premises.
5. Hunter agrees to hunt only when accompanied by a Guide or Outfitter. Hunter agrees to abide by any and all rules or instructions from the Guide or Outfitter that may affect safety of Hunter or any other person. Any breach of such rules or instructions may, at the sole discretion of the Guide or Outfitter, result in termination of the Hunt without refund to the Hunter.
6. Hunting and Harvesting of Game: Hunter agrees to abide by any Guide’s instructions regarding age and class of whitetail deer. Hunter agrees that unless otherwise stated herein, the obligations of the Guide are fulfilled by assisting Hunter to attempt to locate whitetail deer and not necessarily the successful Harvesting of such deer. Hunter agrees to immediately compensate land owner for any additional deer/animal Harvested by Hunter that is not described in the “Hunt Description”. A deer/animal wounded by Hunter is considered a Harvested deer/animal. The judgement as to whether a deer/animal is wounded is made by and at the sole discretion of the Guide or Land Owners Agent viewing Trail Cam video of Hunt.
7. Land Owner reserves, and at all times shall have, the full, free, and absolute right and authority, by herself or her agents, and or Guides, to go on the Hunting Premises for any purpose, including, but not limited to planting, cutting, removing, protecting, caring for and dealing with any part of the Hunting Premises.
8. Land Owner may and can allow multiple Hunting Agreements to be in force at the same

date and time as this Hunting Agreement. It is possible that there may be multiple Hunters on the property at the same time.

1. Hunts are booked on a first-come first serve basis and are limited. Personal Checks are accepted. A deposit/hunt fee is required prior to scheduling a hunt date. Deposit/ hunt fees are non-refundable. Package payment is due prior to hunt and any applicable trophy fees are due before departure of the Hunter from the Hunting Premises.

1. Scheduled Hunt dates may only be changed at the sole discretion of the land owner and her agents and no less than 15 days prior to said scheduled hunt date. If you are unable to attend your hunt, you may request a date later in the current hunting season. A rescheduling fee of $200.00 may apply. In the event of inclement weather to which passage cannot be made safely to, from, and on the Hunting Premises, Land Owner will attempt to reschedule the Hunt for a later available date during the current hunting season with no rescheduling fees.
2. Hunter understands and agrees that any taxidermy, game processing and shipping of deer are at the expense of the Hunter. Any communication regarding taxidermy or processing shall be solely and directly between Hunter and processor /taxidermist. Hunter agrees to hold harmless Land Owner or her agents for the quality of game and meat processing, meat handling, taxidermy, and transportation of said products.

LAND OWNER MAKES NO WARRANTIES THAT HUNTER WILL BE SUCCESSFUL IN HARVESTING ANY DEER/ANIMALS ON THE HUNT, AS THERE ARE MANY VARIABLES BEYOND LAND OWNERS AND GUIDES CONTROL THAT MAY PREVENT HUNTER FROM SUCCESSFULLY HAVESTING SUCH DEER/ANIMAL. LAND OWNER OR GUIDE MAKES NO WARRANTIES AS TO THE FITNESS OF ANY FACILITY OR ITS IMPROVEMENTS FOR THE PURPOSES OF THIS AGREEMENT. HUNTER AGREES THAT NEITHER LAND OWNER, ITS AGENTS OR GUIDES HAVE MADE ANY PROMISES OR WARRANTIES AS TO AMOUNTS OR SIZE OR LOCATIONS OF GAME TO BE HUNTED OR THAT SAID DEER/ANIMAL WILL BE HARVESTED BY HUNTER. HUNTER IS AWARE SCORING BY SIGHT IS NOT AN EXACT SCIENCE, EVEN THE MOST EXPERIENCED GUIDE CANNOT GUARANTEE AN EXACT SCORE. HUNTER FURTHER UNDERSTANDS AND AGREES THAT DEER AND HUNTING ARE ALWAYS AFFECTED BY FACTORS SUCH AS WEATHER CONDITIONS, CHANGING MIGRATORY AND BREEDING PATTERNS, FORAGE, HUNTER’S SKILLS, AND MANY OTHER EVENTS OUT OF THE CONTROL OF THE LANDOWNER. HUNTER AGREES THAT IF GUIDE OFFERS A DEER FOR HARVEST AND THE HUNTER REJECTS THE HARVEST FOR ANY REASON WHATSOEVER, GUIDE AND LANDOWNER WILL ASSUME THIS AGGREMENT FULLFILLED AND APPLICABLE HUNT FEES AND DEPOSITS ARE FORFITTED AND NONREFUNDABLE.

This Agreement shall be construed and enforced in accordance with the laws of the State of Texas. Any actions brought by either party pursuant to this contract, whether an action in tort or in contract, shall be brought in Runnels County, Texas, and both parties consent to venue and jurisdiction in such.

If any portion of this contract shall be found to be invalid, illegal, or unenforceable, that the remainder of the contract shall remain in force and effect, the same as if the invalid, illegal, or unenforceable provision had not been included.

It is specifically agreed that Hunter’s rights hereunder shall automatically terminate without right to refund of any portion of consideration paid by Hunter in the event Hunter breaches any of the terms of this Hunting Agreement. No waiver by Land Owner of any provision hereof shall be deemed to be a waiver of any other provision hereof.

PARTIES TO HUNTING AGREEMENT:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Signature of Land Owner) (Signature of Hunter)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Printed Name of Land Owner) (Printed Name of Hunter)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_

(Signature of Non Hunter) Date (Printed Name of Non Hunter) Date