



PO BOX 232

Vallecitos, NM 87581

TWISTEDTINESNM@GMAIL.COM

TWISTED TINES HUNTING SERVICES OF NM , LLC
OUTFITTER/CLIENT PUBLIC LAND
HUNTING CONTRACT

This CONTRACT made this _____ day of _____, 2024
by _____ and **Twisted Tines Hunting Services of NM, LLC.**,
hereinafter sometimes called "Service" and _____, hereinafter
referred as "Client". WITNESS that in consideration of their mutual covenants and agreements it
is hereby mutually agreed as follows:

(1). **Twisted Tines Hunting Services of NM, LLC.** agrees to sell to Client and Client agrees
to purchase from **Twisted Tines Hunting Services of NM, LLC**, the following described
hunting trip(s).

Species/ Hunt Type (MB/Rifle) : _____

Guided Hunt Dates: _____

Hunt Units: _____

Accommodations/ Special Requests and/or Agreement: _____

(Special requests must be approved by Twisted Tines Owner, Miguel Gallegos)

(2). The price for the above-indicated hunting trip will be the total sum of: \$ _____

Twisted Tines Hunting Services of NM, LLC \$ _____

Gross Receipts Taxes \$ _____

Total Cost of Hunt \$ _____

The Client agrees to pay 50% at the time of the confirmation of the booking.

The other 50% is to be paid in full by cashiers check, money order, credit card or certified funds, (30) DAYS PRIOR TO THE FIRST DAY OF THE HUNT. FAILURE TO PAY ALL MONIES DUE, PRIOR TO THE HUNT, WILL RESULT IN THE GUIDE BEING CANCELLED AND THE HUNT BEING CANCELLED. The Client acknowledges that he agrees with the following terms about the refund of the booking fees.

Total hunt price: \$ _____ Deposit: \$ _____ Amount due: \$ _____

- If a Client cancels the hunt (5) months prior to the first day of the hunt, the Client is entitled to a full refund of the booking fee.
- If a Client cancels the hunt in the time frame from (5) months to (3) months before the first day of the hunt, the Client is entitled to a refund of 75% of the booking fee, provided either the Client or **Twisted Tines Hunting Services of NM, LLC** finds a replacement hunter. If no replacement hunter is booked the Client is entitled to a 50% refund of the booking fee.
- If a Client cancels the hunt in the time frame between (3) months to the first day of the hunt, the Client is entitled to no refund of the booking fee.

The cost of the hunt **does not include tips or gratuities for the guide or cook**. The business of guiding hunters is a service industry and as such tip or gratuities are a part of it. If the guide or cook gives you good solid service, works hard for you to harvest your animal and provides you a generous meal in a satisfactory manner it is recommended that you acknowledge such. It is our recommendation that the tip to the guide should be a **minimum of 15% of the cost of the hunt**, with a lesser percentage for the cook. The tip should be based on the amount of service, the dedication put forth, and how well you got along with the guide. This is my recommendation as a courtesy to you, as I am often asked by hunters for a recommendation, Thank you.

(3). The Client acknowledges that he is aware of the inherent dangers associated with hunting and the activities associated with hunting. The Client hereby surrenders and waives any claims against **Twisted Tines Hunting Service of NM, LLC**, and its employees, agents, owners, and partners whom the Client may incur because of his activities on **Twisted Tines Hunting Services of NM, LLC**. The Client assumes all risk and responsibility of injury or accident to him and assumes all risks of damage or loss of his property or equipment.

(4). The Client agrees to assume responsibility for properly supervising all minor children in the Client's party. The Client does hereby waive for any minor child of which the Client may be the parent or guardian any claims against **Twisted Tines Hunting Services of NM, LLC** and its employees, agents, owners, and partners, which such children or ward may incur. The guest agrees to provide **Twisted Tines Hunting Services of NM, LLC**, a liability waiver and indemnity agreement in a form satisfactory to **Twisted Tines Hunting Service of NM, LLC** from the parent or guardian of any child in the Client's party of whom the Client is **not** the parent or guardian.

(5). The Client agrees to indemnify and hold **Twisted Tines Hunting Services of NM, LLC** and its owners or partners harmless from any damages, injuries, claims, costs, expenses, including attorney fees, court costs, or causes of action arising from the Client's activities.

(6). The Client acknowledges that **Twisted Tines Hunting Services of NM, LLC** has made no guarantees or warranties, express or implied, concerning the availability of game or the Client's likely success while hunting. If the Client fails to take or locate the desired game animal

during his stay, he will be entitled to no refund from **Twisted Tines Hunting Services of NM, LLC**.

(7). The undersigned Client hereby expressly agrees that in the event of the death or disability of Miguel N. Gallegos, owner of **Twisted Tines Hunting Services of NM, LLC**, the undersigned hunter hereby authorizes the transfer of his paid hunt to Miguel Gallegos. This is done so that there will be no interference or delays with the booked hunt and the hunt will continue on without delays. The Client also agrees that this agreement is non transferable to another client, without the permission of **Twisted Tines Hunting Services of NM, LLC**.

(8). The Client agrees to allow **Twisted Tines Hunting Services of NM, LLC** to use any photographs, slides, videos or other mechanical reproductions taken by employees of **Twisted Tines Hunting Services of NM, LLC**, during the contracted hunts. The reproductions will be used solely for the advertising and furtherance of business for **Twisted Tines Hunting Services of NM, LLC**.

(9). The Client agrees to comply with all applicable laws of the state of New Mexico and agrees to comply with all posted rules and regulation of **Twisted Tines Hunting Services of NM, LLC**. **Twisted Tines Hunting Services of NM, LLC** will have no responsibility for the Client's failure to comply with any rules, regulation, or laws. In the event the Client will breach any of the terms and conditions of this agreement, any applicable laws of the State of New Mexico or the posted rules and regulations of the **Twisted Tines Hunting Services of NM, LLC**. **Twisted Tines Hunting Services of NM, LLC** will be entitled to terminate this agreement and retain all sums paid by Client to **Twisted Tines Hunting Services of NM, LLC**, as liquidated damages. The Client also agrees to handle any contractual disputes in the appropriate courts of New Mexico and under the laws of the State of New Mexico and any decision made by the courts of New Mexico will be binding to all parties.

(10). The Client acknowledges that **Twisted Tines Hunting Services of NM, LLC** does not allow the consumption of alcohol during hunting hours. The use or consumption of any alcohol during hunting hours will prohibit the hunter from participating in any hunting activity or going to the field during that day. Alcohol may be consumed at night, after all weapons are secured and the day's hunt is over. **Twisted Tines Hunting Services of NM, LLC** does not furnish any alcohol and the Client is responsible for his/her own alcoholic beverages. The Client also acknowledges that no alcoholic beverage will be carried in any vehicle being used by a guide of **Twisted Tines Hunting Service of NM, LLC**. The Client acknowledges that a continual abuse of this portion of the contract is grounds for termination of the hunt, and all fees being kept by **Twisted Tines Hunting Services of NM, LLC**.

(11). Non-hunters are welcome to participate in the camp and in the hunt provided that the Client approves. The non-hunter is responsible for his/her own costs, food, and other needs or is paying **Twisted Tines Hunting Services of NM, LLC** a daily rate to participate in the hunt. The

non-hunter is not to dictate how to hunt, where to hunt, when to hunt, cause conflicts with Clients or with camp personnel in camp or to cause any conflict with the guide. If a conflict arises the guide has the authority to restrict the non-hunter to the camp or other location and not participate in the hunt. If conflicts continue the guide or camp manager has the authority to have the non-hunter leave the camp.

(12). Once an animal is wounded or blood is drawn the hunt will be considered over. Only the Camp Manager has the authority to allow the hunter to continue to hunt and that is after consultation with the guide as to the severity of the wound and/or whether the animal will probably die. If the animal is determined that it will probably die and not be found, the hunt will be over. The hunter may continue to hunt, for an additional fee to be determined between the Camp Manager and the Client and at the discretion of the Camp Manager.

(13). If the Client kills an animal of the wrong sex, for which his/her license is valid, then the hunt is over, and a game warden will be contacted. New Mexico law states that you can kill one animal of a species and they do not consider the sex of the animal in that decision. Killing a cow elk during a mature bull elk hunt or a doe mule deer during a mule deer buck hunt, the hunt is over.

(14). **Twisted Tines Hunting Services of NM, LLC** agrees for the payment of above-mentioned monies to furnish the following to the Client.

- a. Transportation during the hunt
- b. Accommodations for the hunter at a prearranged campsite or arrangements for a motel. Client is responsible for the cost of the motel/hotel.
- c. Noonday meal
- d. Trophy care of the harvested animal including extraction, hanging, skinning, quartering, and caping. Does not include taxidermy work or meat processing.
- e. A guide, on the maximum of a 1x1. Said guide will be ready prior to shooting time in the morning and stay with the hunter until shooting time ends during the day, for each day of the Client's hunt.

IN WITNESS WHEREOF the parties have a mutual agreement of the above written contract.

Signature (Client Name)

Miguel N. Gallegos

Twisted Tines Hunting Services Owner, LLC

DATE

January 8th, 2024

DATE

Miguel N Gallegos

Twisted Tines Hunting Services of NM, LLC

P.O. Box 232

Vallecitos, NM 87581

Phone 575-779-1959

www.twistedtineshuntingservicenm.com

Email form back to twistedtinesnm@gmail.com