

CLIENT/OUTFITTER AGREEMENT

1. THIS AGREEMENT IS HEREBY ENTERED INTO BY AND BETWEEN:

OUTFITTER:

John Kolver
P.O. Box 300
PHILIPPOLIS
9970
Republic of South Africa

Tel: +27 51 773 0400
Cell: +27 83 468 6080
Fax: +27 86 540 3473

E-mail: info@johnkolversafaris.com

AND

CLIENT (NAME IN FULL)	
DATE OF BIRTH	
ADDRESS	
CITY	
STATE	
ZIP CODE	
COUNTRY	
TELEPHONE (BUSINESS)	
TELEPHONE (HOME)	
TELEPHONE (CELL)	
FAX	
E-MAIL	
PASSPORT NUMBER	

The responses provided by the **OUTFITTER** and the **CLIENT** herein are true and accurate. Each party has the right to rely upon the information provided by the other as a basis for this **AGREEMENT**. Further, both parties acknowledge that the responses set forth herein shall constitute part and parcel of this **AGREEMENT**.

2. CLIENT INFORMATION

AGE			
HEIGHT			
WEIGHT			
FITNESS LEVEL	GOOD	FAIR	POOR

Medical and/or physical limitations:

Hunting experience:

Additional information (including special dietary requirements):

3. OUTFITTER/HUNT INFORMATION

The OUTFITTER represents and warrants to the CLIENT that the OUTFITTER is duly licensed by all applicable national, provincial and local authorities to conduct the hunt(s) in accordance with all national, provincial and local laws, rules and ordinances applicable to the hunt(s).

The hunt(s) will take place in the southern Free State Province, Republic of South Africa, in the area known as the GROOTFONTEIN RIVATE NATURE RESERVE. This reserve is registered with the DEPARTMENT OF ECONOMIC DEVELOPMENT, TOURISM AND ENVIRONMENTAL AFFAIRS in terms of the Biodiversity Act 10 of 2004 and in terms of Nature Conservation Ordinance No. 8 of 1969.

Other concessions are also hunted.

It is understood that this AGREEMENT does not constitute or imply any guarantee by the OUTFITTER, the professional hunters, the guides, or their employees or agents, that any particular specie or animal will be obtained by the CLIENT. However, it is fully understood that the OUTFITTER the professional hunters, the guides, or their employees or agents will make every reasonable effort to place the CLIENT in an area and position where the animal sought could be taken. The final decision to take the animal is the sole decision of the CLIENT and any assistance requested from the OUTFITTER, the professional hunters, the guides, or their employees or agents in arriving at that decision does not relieve the CLIENT from the responsibility for the choice of the animal taken.

The hunt is complete upon taking or wounding of an animal.

4. TERMS AND CONDITIONS

All prices and fees are quoted as per **PRICE LIST 2015** and are quoted in US DOLLAR (US\$). All other currencies will be calculated and converted at the current US DOLLAR (US\$) exchange rate.

Prices and fees are subject to change without any prior notice.

PRICE LIST 2015			
DAILY FEES			
Daily Fee (1x1)		450-00	
Daily Fee (2x1)		350-00	
Observer		250-00	
Night Hunt (per hunter per night)		250-00	
TROPHY FEES			
Blesbok	400-00	Nyala	3,000-00
Blesbok, White	800-00	Ostrich	500-00
Bontebok	2,000-00	Reedbuck, Mountain	800-00
Buffalo	14,000-00	Reedbuck, Southern	1,100-00
Bushbuck	1,000-00	Rhebuck, Grey (Vaal)	1,000-00
Caracal	500-00	Sable	8,500-00
Duiker, Common	400-00	Springbok, Common	400-00
Eland	2,200-00	Springbok, Black	800-00
Gemsbok	1,300-00	Springbok, White	1,000-00
Giraffe	3,400-00	Springbok, Copper	2,000-00
Hartebeest, Red	1,000-00	Steenbok	500-00
Impala	400-00	Warthog	400-00
Kudu (Cape)	2,200-00	Waterbuck	2,000-00
Kudu (Southern)	2,200-00	Wildebeest, Black	1,100-00
Lechwe, Red	2,500-00	Wildebeest, Blue	1,000-00
Lioness	8,500-00	Zebra, Burchell's	1,300-00

4.1 DAILY FEES

Daily fees are applicable from date of arrival to date of departure irrespective of the activities.

Government tax [Value Added Tax (VAT)] at 14% is applicable on daily fees. No government taxes are applicable on exported trophies.

4.1.1 Included in the DAILY FEES:

- Transport from (and to) Bram Fischer International Airport, **BLOEMFONTEIN**.
- All ground transportation and use of hunting vehicles for the duration of the safari.
- Services of a licensed professional hunter, camp staff, skimmers and trackers.
- Accommodation for the duration of the safari – including meals, soft drinks, alcoholic beverages and laundry.
- **Government tax [Value Added Tax (VAT)] at 14%.**
- Forwarding of trophies to NICO VAN ROOYEN TAXIDERMY, Rosslyn, Gauteng, Republic of South Africa.

4.1.2 Not included in the DAILY FEES:

- Accommodation and travel fees and charges incurred **before and after** the contracted period of the safari.
- Air travel, air charter and commercial air transportation.
- Transport of trophies to the CLIENT's destination other than NICO VAN ROOYEN TAXIDERMY, Rosslyn, Gauteng, Republic of South Africa.
- Taxidermy fees and charges.

4.2 TROPHIES

Field preparation of trophies (skinning, caping, salting and drying of hides and skulls) will be done by the OUTFITTER. The OUTFITTER will transport all trophies to NICO VAN ROOYEN TAXIDERMY, Rosslyn, Gauteng, Republic of South Africa, unless prior arrangements are made.

Address:

NICO VAN ROOYEN TAXIDERMY
A1 De Waal Street
ROSSLYN, Gauteng 0200
REPUBLIC OF SOUTH ARFICA

Tel: +27 541 2053

Fax: +27 541 2220

E-mail: nicovanrooyen@taxidermy.co.za

4.3 PAYMENT

Final payment is due prior to departure from camp in cash or traveler's checks. NO PERSONAL CHECKS are accepted.

Trophy fees and daily fees not included in this agreement (additional animals taken and additional days added) will be paid in cash or traveler's checks in camp prior to departure. NO PERSONAL CHECKS are accepted.

4.4 DEPOSIT

Deposit required at time of booking:

US\$ 2,000-00 (TWO THOUSAND US DOLLAR)

DAY OF ARRIVAL	<u>DATE:</u>				
DAY OF DEPARTURE	<u>DATE:</u>				
DURATION OF HUNT (NUMBER OF DAYS)					
DAILY FEES					
Mark with X	1 x 1	2 x 1	Observer	US\$	
LICENSE FEES				US\$	200-00
GAME ANIMALS TO BE TAKEN ON THIS HUNT					
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
TROPHY FEES				US\$	
SUB TOTAL				US\$	
MINUS: DEPOSIT				US\$	–
TOTAL				US\$	

5. REFUND POLICY

Deposits are not refundable.

Should the CLIENT need to change the date of the safari/hunt for any reason, there is no charge to do so. If the CLIENT is unable to reschedule immediately, the account of the CLIENT will be placed "on hold" and the CLIENT may reschedule at any time based on availability and provided that there is sufficient time to obtain the necessary licenses and permits.

If for any reason the CLIENT fails to arrive as scheduled, no adjustment or compensation will be made except at the OUTFITTER's sole discretion.

6. HEALTH

A good physical condition is important. The CLIENT is advised to visit his/her physician before leaving on safari.

This area is MALARIA FREE.

The outfitter will vary hunting conditions to accommodate the CLIENT's physical condition.

7. INSURANCE

Travel insurance is a vital part of travelling arrangements. The OUTFITTER strongly recommends that the CLIENT take out adequate insurance for the duration of the safari.

Insurance and personal liability is the responsibility of the CLIENT. Again, the CLIENT is advised to arrange for his/her own personal, travel and all-risk hunting and medical insurance for the duration of the safari, as no liability can be accepted by the OUTFITTER even though all reasonable precautions are taken.

8. PHOTOGRAPHY

The OUTFITTER reserves the right to make use of any photography or film taken during this engagement by the OUTFITTER or the OUTFITTER's staff for general purposes without any payment or permission.

9. JURISDICTION

This AGREEMENT was made and is to be performed in the Free State Province, Republic of South Africa. Thus, the construction and validity of this AGREEMENT and any of its terms, conditions and provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the Free State Province, Republic of South Africa. Therefore, to the fullest extent permitted by law, it is agreed by both parties that this contract shall be governed, interpreted and enforced pursuant to the laws of the Free State Province, Republic of South Africa at the locality in which the hunt(s) takes place, as shall the determination and resolution of any and all claims arising out of this AGREEMENT or of the activity engaged in.

10. RELEASE OF LIABILITY AND ASSUMPTION OF RISK

The OUTFITTER, the professional hunters, the guides and their respective employees and agents shall maintain reasonable care and precaution for the safety of the client. However, the CLIENT recognizes that he/she is taking part in an outdoor activity involving inherent risks and substantial danger to persons and property.

The CLIENT is aware that medical facilities may not be readily available during participation in this engagement. The CLIENT does hereby accept and assume all risks involved in, or arising out of the activity booked by this AGREEMENT.

The OUTFITTER advises and encourages the CLIENT to obtain insurance, which the CLIENT acknowledges is currently available from sources other than the OUTFITTER, for accidental death or disability, major medical expenses, emergency medical evacuation, loss of personal property and trip cancellation.

The CLIENT agrees that the OUTFITTER shall not be responsible or liable in any way for any act, error, deficiency or omission for any loss, injury, accident, illness, disability or death arising out of the performance of this engagement. Neither shall the OUTFITTER be responsible or liable in any way for an act of God, strikes, embargoes, delays, customs quarantines, customs regulations, acts of governments, expenses or other causes beyond the direct control of the OUTFITTER arising out of the performance of this engagement. The CLIENT expressly assumes the liability for all such risks and holds the OUTFITTER, the professional hunters, the guides and their respective employees and agents harmless for any accidents, claims, losses, damages, expenses or liabilities, including death, disability, injury or loss or damage to the CLIENT or to the CLIENT's property, which may occur during this engagement.

The OUTFITTER is not responsible for the performance, action and/or inaction of third parties the CLIENT engages for services collateral to this engagement, such as travel arrangements before and after the contracted period of the safari, taxidermy work and/or shipping of trophies, baggage, weapons and/or ammunition.

The CLIENT agrees to follow the rules of safety as they pertain to the safe handling of firearms. Abuse of alcohol and/or use of illegal narcotics are strictly prohibited. The OUTFITTER may terminate this AGREEMENT for any violation of, or failure to comply with, these terms and will result in immediate removal from the property without refund.

THIS SAFARI/HUNT IS NOT CONSIDERED BOOKED, NOR IS THIS AGREEMENT BINDING, UNTIL THIS SIGNED CONTRACT IS RECEIVED BY THE OUTFITTER.

If this safari/hunt is booked through a booking agent, it is the responsibility of the CLIENT to ensure that the booking agent forwards the deposit and the signed contract to the OUTFITTER immediately to ensure the hunt is booked. The BOOKING AGENT shall sign this AGREEMENT and indicate the date the deposit and the signed AGREEMENT was forwarded to the OUTFITTER.

Any changes, modifications or alterations to this AGREEMENT must be made in writing and signed by the parties.

THIS AGREEMENT IS EXECUTED BY BOTH PARTIES BY THEIR SIGNATURES AFFIXED HERETO. THE PARTIES HAVE READ THIS AGREEMENT AND UNDERSTAND THIS AGREEMENT AND ACCEPT THE TERMS OF THIS AGREEMENT.

	SIGNATURE	DATE
OUTFITTER:		
CLIENT:		
BOOKING AGENT:		DATE DEPOSIT AND AGREEMENT FORWARDED TO OUTFITTER