



MONTGOMERY PROPERTIES RANCH GUIDED HUNT CONTRACT

This agreement is entered into by and between _____, of _____, referred to in this document as "Hunter" and Montgomery Properties Ranch, 4741 Squaw Mountain Road, Jacksboro, Texas 76458, Jack County, Texas referred to in this document as "MPR".

I.

MPR grants to the Hunter, for the consideration specified in this document, a guided hunt on Montgomery Properties Ranch, located in Jack County, Texas. The hunter is entitled to hunt for ____ days, being from 12:00 noon on _____ to 12:00 noon on _____.

II.

Hunter to check off the desired hunt:

- MPR CLASSIC BUCK HUNT – \$2,000.00 deposit plus trophy fee for a 4 day/3 night fully guided hunt. A Classic Buck is a mature buck scoring up to 150" Gross B&C Score. See MPRHUNTS.COM for Classic Whitetail hunt pricing and package details.
- MPR TROPHY BUCK HUNT – \$5000.00 deposit plus trophy fee for a 5 day/4 night fully guided hunt. See MPRHUNTS.COM for Trophy Whitetail hunt pricing and package details.
- MPR TROPHY EXOTIC HUNT – \$1,000.00 deposit plus remaining trophy fee for a 3 day/2 night fully guided hunt. See MPRHUNTS.COM for all Exotic hunt pricing and package details.

The consideration paid by the Hunter to MPR for the privileges granted by this contract is as follows:

Classic Whitetail	Trophy Whitetail	Exotic
\$1,000	\$2,500	\$1,000

Whitetail Hunts: 1/2 of deposit as listed above / All Exotic Hunts: \$1,000 deposit- is payable on execution of this agreement with all remaining deposit and trophy fees paid prior to Hunter departing the ranch.

Deposits are non-refundable, unless hunter can be replaced at full price. It is not MPR's obligation to replace hunter if cancellation takes place. Cancellation can result in credit towards rebooking within one year of the date of cancellation.

MPR does encourage hunter to consider purchasing travel insurance to protect any payments made.

All additional trophy fees will be paid when other animals are taken.



III.

MPR will provide three meals a day, sleeping accommodations, and ranch transportation during the time of the hunt. Hunt fees to include complete trophy care (field dressing, caping, and quartering of meat for transportation). No one, other than the Hunter shall come upon the ranch with Hunter without written approval of MPR. All Guest (Non-Hunters) and Second Person Hunters (i.e. husband/wife or father/child) will be charged \$150.00/day per person for meals and lodging.

IV.

Should MPR agree to ship antlers/horns and cape to a clients requested destination, client will be charged for ALL shipping charges as well as a MPR service charge (\$450.00 per animal) for crating and handling. Clients will retain all meat or may donate it upon their departure. **MPR WILL NOT SHIP MEAT.**

V.

MPR will provide one on one guide service per Hunter during the hunt, except in those situations where a husband/wife or father/child, as an example, may share a guide. The Hunter shall stay in the company of his assigned guide while on the ranch, and shall abide by all rules and safety requirements set forth by the ranch and the guide.

VI.

The Hunter shall be entitled to hunt for and harvest one (1) mature whitetail buck deer or other animals as specified, during the term of the hunt. If Hunter so chooses and MPR agrees, Hunter may take multiple animals at the fees as designated (deposit plus trophy fee). Hunter will pay deposits and trophy fees for all animals taken prior to departing the ranch. MPR does have in effect a wounded animal policy. **If blood is drawn, or this animal shows visible signs of being hit as determined by MPR Guide, this animal will be treated as a kill.** In the event of a wounded and lost Trophy Buck, the **Guides Estimation** of Gross B&C score of that deer will apply as to Trophy Fees. In the event of a wounded and lost Exotic animal, the hunter will be charged 100% of the listed Trophy Fee for that species. **Guides Estimation** of measurement and/or score will apply as necessary. MPR will make every reasonable effort to recover any wounded animal. **MPR Staff Only**, is allowed in the pursuit and recovery of a wounded/lost animal.

VII.

The Hunter shall, before coming upon the ranch, obtain a valid Texas Hunting License. The Hunter shall abide by all laws of the United States, State of Texas, and Jack County while hunting on the ranch. **Go to www.tpwd.state.tx.us for more license information or to purchase your license online.**

VIII.

All Hunters will be required to shoot their rifles in, upon arrival at the ranch. **No rifle calibers smaller than 243 cal. are allowed on Whitetail Deer. Contact MPR for rifle caliber requirements on Exotics prior to your hunt. Ballistic Tip Ammo is not allowed in the harvest of game at MPR.**



IX.

The Hunter shall, at the time of the execution of this Agreement execute and deliver to MPR the attached "Hunting Liability Waiver and Indemnification Agreement", which is an enforceable part of this contract.

X.

MPR warrants that the ranch has a huntable population of mature whitetail bucks and exotics. MPR does not warrant or guarantee that the Hunter will be successful in killing a mature whitetail buck, or any other allowable game animals on his hunt, since there are many natural variables beyond the control of MPR, which could prevent the Hunter from killing a deer or other game.

MPR will make every lawful and reasonable effort to enable the Hunter to kill a mature Whitetail buck (or bucks) and/ or other allowed game animals. **The Hunter shall be the soul judge, after the guide has determined the animal to be mature, whether or not to shoot a particular animal, although the guide may give binding advice on which animal to shoot.** Hunter does understand that the trophy fee for Whitetail and Elk as listed on MPRHUNTS.COM, will be determined by the Gross Boone & Crockett Score. Hunter does understand that the trophy fee for Exotics as listed on MPRHUNTS.COM, will be determined by length measurements or SCI Score as needed.

XI.

This agreement is performable in Jack County, Texas, and shall be interpreted and construed in accordance with the laws of the State of Texas. Any suit brought to enforce this agreement, or on account of any activity relating to this Agreement shall be brought in Jacksboro, Texas, and the parties hereby consent to venue and jurisdiction in such county and state.

XII.

If any portion of this contract shall be found to be invalid, illegal, or unenforceable, then 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.

XIII.

Please check appropriate box:

- Yes, MPR has authority to use photos/video taken by MPR of hunter and harvested game for the purpose of it's web-site, promotions, or other uses as it so chooses.
- No, MPR does not have authority to use photos/video taken by MPR of hunter and harvested game for the purpose of it's web-site, promotions, or any other use.

XIV.

Counterparts

This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original, but all such counterparts together shall constitute one and the same agreement. In addition, the parties agree that the counterparts of this agreement so signed may be evidenced by delivery of an electronic transmission of the signature page image to this Agreement to the other parties and that such electronic signature pages shall be treated for all purposes as original signatures to this agreement.

Signed the ____ day of _____, 20____.

HUNTER*

(OR GUARDIAN AS IT APPLIES)

DON MONTGOMERY
MONTGOMERY PROPERTIES RANCH



MONTGOMERY PROPERTIES RANCH **GUIDED HUNT CONTRACT**

** Upon completion of this contract please return a signed and dated copy by email, fax, or mail along with deposit payment (Check, Cashiers Check, or Credit Card**)*

*** A 3% charge will be added for credit card payments.*

Don Montgomery: (817) 996-2959
Email: dmontgomery@burmont.com
Fax: (817) 444-5443

Mitch Montgomery: (817) 925-2234
Email: mtmontgomery@burmont.com

Ty Montgomery: (817) 874-0256
Email: tymontgomery12@gmail.com

Mailing Address: Montgomery Properties Ranch
7150 Gantt Access
Azle, Tx 76020

Hunter Contact Information:

Name	
Street Address	
City, State and Zip Code	
Home Number	
Work Number	
Cell Number	
Email Address	



**HUNTING LIABILITY WAIVER AND
INDEMNIFICATION AGREEMENT**

_____, hereinafter referred to as "Hunter", has purchased a hunt from Montgomery Properties Ranch, hereinafter referred to as "MPR", and has signed a hunting contract setting out the terms and conditions for the agreement between Hunter and MPR. As part of the consideration for the hunting rights granted to Hunter by MPR, Hunter hereby agrees as follows:

PRINT NAME

1. HUNTER AGREES TO INDEMNIFY, DEFEND AND HOLD MPR HARMLESS AGAINST ALL CLAIMS, DEMANDS, DAMAGES, COSTS AND EXPENSES, including reasonable attorney's fees for the defense thereof, arising from Hunter's activities on or around the ranch at any time, as well as arising from any activities of any relatives of Hunter or of any member of Hunter's party, whether before, during, or after the hunt, EVEN IF the claim, demand, damage, cost or expense is CAUSED BY THE NEGLIGENCE OF MPR.
2. HUNTER FURTHER RELEASES MPR FROM ALL LIABILITY MPR may otherwise owe to Hunter, his heirs, survivors, beneficiaries or assigns FOR ANY PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, that the Hunter suffers while on the ranch at any time, whether before, during, or after the hunt. This release applies to all injuries or damages which may be suffered by the Hunter, his heirs, survivors, beneficiaries or assigns, EVEN IF CAUSED in whole or in part BY THE NEGLIGENCE OF MPR Hunter acknowledges that this release of liability does not affect any claims he might have for gross negligence or willful conduct of MPR.
3. Hunter acknowledges that hunting activities on rural property such as the ranch on which he will be hunting can result in injury or property damage to the person doing those activities as well as others. The many possibilities and sources of injury or damages are acknowledged by Hunter and he comes upon the ranch with full knowledge of such hazards.
4. The term MPR used in this agreement covers and includes Montgomery Properties Ranch, its employees, Don Montgomery, and his agents, employees, family members, heirs, devisee, and beneficiaries, as well as any other persons or entities for whom Don Montgomery is acting as an agent or trustee, and any other person or entity owning any interest in the ranch on which Hunter will be hunting, all of whom are included in this Release and Indemnification Agreement.
5. Hunter has read this document and understands it. He is signing it freely and voluntarily.
6. This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original, but all such counterparts together shall constitute one and the same agreement. In addition, the parties agree that the counterparts of this agreement so signed may be evidenced by delivery of an electronic transmission of the signature page image to this Agreement to the other parties and that such electronic signature pages shall be treated for all purposes as original signatures to this agreement.

Date _____ **Hunter** _____
(OR GUARDIAN AS IT APPLIES)



MONTGOMERY PROPERTIES RANCH HUNT INFORMATION & GUIDELINES

BE PREPARED FOR YOUR HUNT

- Please read and review the terms of the Hunt Contract. It is the responsibility of the hunter to be familiar with those terms and conditions prior to the hunt.
- Weather in our region could be 85° one day or 25° mix sleet and rain the next. Come prepared for either!
- Shooting Preparedness – Three words, Practice – Practice – Practice. Don't just sight in!
- Don't forget you must have a current Texas Hunting License, non-resident for those that reside outside the state.
- MPR Wounded Deer Policy – (see item VI of the hunt contract) If you shoot and wound a deer, your hunt is over except for that specific deer.
- Safety of the hunters and ranch staff is MPR's #1 priority.
- Before coming upon the ranch, obtain a valid Texas Hunting License. Go to www.tpwd.state.tx.us for more license information or to purchase your license online.

Shipping of Antler and Capes

Should MPR agree to ship antlers/horns and cape to a clients requested destination, client will be charged for ALL shipping charges as well as a MPR service charge (\$450.00 per animal) for crating and handling. Clients will retain all meat or may donate it upon their departure. **MPR WILL NOT SHIP MEAT.**

Hunt Inclusions

MPR does provide full service hunts that include all meals, lodging, guides, field dressing, skinning, capping and quartering of game. All hunts include bedding, linens and towels.

Hunt Exclusions

- MPR does not provide hunting equipment, such as binoculars, guns, ammo or personal effects.
- Hunter must pay for all hunting license, taxidermy work, taxidermy shipping costs and gratuities.

Thanks and Good Luck!

Don Montgomery & MPR Staff



MONTGOMERY PROPERTIES RANCH HUNT INFORMATION & GUIDELINES

Gratuities

Gratuities and tips should be an extension of appreciation for a great hunt and a great experience. Amounts may vary, listed below are some guidelines:

Hunt Price	Gratuity Amount Per Hunter	
	Guide	Cook
\$3,850	\$300 - \$500	\$50 - \$100
\$5,000 - \$7,000	\$500 - \$700	\$100 - \$150
\$8,000 - \$9,000	\$800 - \$900	\$150 - \$175
\$11,500 - \$15,000	\$1,000 - \$1,500	\$175 - \$200
\$15,000 - \$20,000 up	\$1,500 - \$2,000+	\$200+

REMEMBER, THESE ARE RECOMMENDATIONS ONLY!

Thanks and Good Luck!

Don Montgomery & MPR Staff