

## CARRIER/HUNTER CONTRACT

Your signature on this contract and the receipt of funds from you, hereinafter called the Hunter, by 40-Mile Air, LTD., hereinafter called the Carrier, constitutes a services contract under which both the Hunter and the Carrier have certain rights and obligations.

The Carrier is certified under Federal Aviation Regulation Part 135 as an air taxi operator in the State of Alaska and meets all applicable State and Federal safety and insurance requirements. The Carrier is also a Licensed Big Game Transporter in the State of Alaska, License #06. A transporter license requires us to report any known or suspected game regulation violations. Please know and comply with the regulations!!

Prices for 2010 are as follows:

- 1) Caribou base rate is \$1795.00 per hunter.
- 2) Moose base rate is \$1795.00 per hunter.
- 3) Sheep is flat rate of \$895.00 per hunter in the Tok and Delta Management Areas, \$2295.00 per hunter in the Nutzotins, Wrangells, Crescent Creek and Mt. Sorenson and \$1595.00 in the Mt. Harper Area.
- 4) If on any of the above hunts you shoot: caribou add \$600.00, moose add \$900.00, or bear add \$150.00. These figures are per animal for transportation of meat, horns and hides to Tok. Please note that these prices are based on meat being boned out. If your meat is not boned, it will require extra trips to haul and would cost 50% more.
- 5) If you exceed your maximum allowable gear of 50# per hunter going in, an additional trip can be arranged for \$700.00. A maximum of 200# of gear may be carried and it must physically fit in the super cub. Several small bags or boxes are much better than one or two large ones.

In return of the payment for a hunt, the Carrier will transport the Hunter and a total of 50# of gear plus a high powered rifle from the Carrier's Tok base and return the Hunter, gear and rifle, plus any acquired game with horns or antlers to the base from which the Hunter left (caribou, moose and bear require an additional fee). Hunters must bone out their animals and have the meat in sturdy game bags not exceeding 50# each. The Carrier will not spot game during the flight to a hunting area, but rather transports you to an area where other hunters have had success, and which, to the best of the Carrier's knowledge, supports the appropriate game. If you have gear in excess of 50# and it necessitates an extra trip, an additional fee will be added to the cost of your hunt. Further, the excess gear must be cleared with the Carrier before your arrival, or it may mean delays or inability on the part of the Carrier to transport it.

40-Mile Air expects your hunting party to be in Tok and checked in the night before your scheduled hunt date. If you need to come at a different time, please contact us well in advance so proper scheduling can be done. Hunters should realize that the Carrier is at the mercy of the weather and should plan for the possibility of delays going in or coming

out of a hunting area. The Carrier assumes no responsibility for the consequences of a Hunter being off schedule. We will attempt to keep on schedule as best as possible. Your party will be asked how you would like to communicate with the Carrier, satellite phone, VHF radio or early out signal. If possible, we will fly over at the Carrier's convenience to see if a Hunter is ready to come out early. If the Hunters calls or places an early out signal up, they are expected to have completed their hunt and be ready to come out as soon as the plane arrives to pick them up.

The Carrier reserves the right to transport hunters in larger aircraft to a staging area away from home base and then stage from that area to a hunting area by Super Cubs. A wait of several hours at the staging area is possible before you are picked up in a Super Cub for your hunting destination. In the interest of saving time during windows of opportune weather, the Carrier may elect to stage in this manner on both incoming and outgoing flights. We attempt to serve Hunters on a "first-come, first-served" basis during this process. However, if we cannot land in one area because of a factor such as adverse winds, and an area for a "just-arrived" Hunter is more favorable, this first-in, first-out system may be altered. At times, the Carrier realizes flight conditions may not be apparent to Hunters, so we advise you to rely on the best instincts of your pilots.

You may know where you want to hunt. However, if you do not, we will pick an area we believe to be suitable. It is in our best interest to have satisfied hunters, so rest assured we do everything possible to put you in good areas.

It is your responsibility, as the Hunter to determine all applicable regulations, including what animals are legal for you to take in the area that we fly you in to. You must always recover all edible meat from the animal and properly care for it. You must also make arrangements for your meat's care once it's out of the field, unless you legally transfer it to a third party. Please read the meat care information provided with your confirmation letter.

It is also the responsibility of the Hunter to consider any medical conditions he or she may have and take into consideration extra days that may be spent in the field due to wind, weather, or other circumstances.

The Carrier and your pilots will perform to the best of their abilities during your stay with us. **We advise and caution you to keep in mind that we are Transporters, not Guides.**

Reservations may be made by phone, but are **CONFIRMED** only when we receive your deposit, your signed contract and your signed release form. Deposits are for 2010 hunts and cannot be transferred to next year or to another hunter. Each hunter should submit his/her own deposit or the amount will be split evenly amongst the party. If the deposit submitted is for additional party members, please note that with your payment. Deposits are **not refundable or transferable except for the following reasons.**

## **40-MILE AIR HUNTER DEPOSIT POLICY**

1. A deposit equal to 50% of the base rate of your hunt is required to guarantee your hunting reservation. As soon as we receive your deposit, you are locked into that date and hunting spot. We will work with you as much as possible to move your date within the same year and/or to move you to a different spot if it is available.
2. Deposits are for the individual hunter and the upcoming hunting season. If you cancel your hunt the deposit cannot be transferred to the next years season. Substitutions of hunters within the party are allowed, but if a hunter drops out his deposit is forfeited. As an example, if a reservation for four hunters is made and one hunter cannot hunt but has a new hunter take his place the deposit will move to the new hunter. If he cannot find a new hunter to replace him in the party then his deposit is forfeited.
3. Refunds of deposits will be given for the following reasons only:
  - a. 40-Mile Air is physically unable to transport you to the field by 8 p.m. on the day following your scheduled flight date. I.E. Airplanes or pilots are not available due to aircraft maintenance or pilot shortage. You must be in Tok and ready to fly for this policy to apply
  - b. 40-Mile air is unable to transport you to the field by 2 p.m. on the second day following the scheduled flight date due to weather conditions not conducive to safe flight. You must be in Tok and ready to fly for this policy to apply.
  - c. If one hunter in the party dies we will refund the entire parties deposit after receiving proof of the death. I.E. a copy of the death certificate.
  - d. If Alaska Fish and Game closes the season relevant to your hunt.
  - e. If a Military Member is deployed outside of the state of Alaska we will refund the entire parties deposit after receiving proof of the assignment. I.E. Copy of the deployment orders/TDY orders.
4. Refunds will not be given for any other reasons. Here is a short explanation of why we must enforce this policy. After you have made a reservation and sent us your deposit we can no longer market that hunt. We turn away numerous hunting parties every year because we are fully booked. When we turn these parties away they go to other flying services and make alternate hunting arrangements. If you cancel your hunt, we have lost the opportunity to sell this hunt to any of these other parties. We understand your hunt is a vacation for you, but please understand that all the employees of 40-Mile Air depend on the revenue earned from hunting season for our livelihood.

A licensed transporter may provide transportation services with accommodations only at a lodge, house, or cabin owned by the transporter or on a boat with permanent living quarters located on saltwater. A licensed transporter may not accompany or remain in the field with a big game hunter who is a client of the transporter except as necessary to perform transportation services. A licensed transporter may not provide vehicles, fuel, camping, hunting, or game processing equipment, or any hunting services such as skinning, caping, or cleaning of game, glassing, and packing in the field, including from a permanent structure or boat on saltwater.

Your party of \_\_\_\_\_ has booked a hunt with 40-Mile Air for one or more of the following species:

- Moose
- Caribou
- Bear
- Sheep

**SIGNED**

For the Carrier

\_\_\_\_\_  
Leif Wilson, President

\_\_\_\_\_  
Date

For the Hunters

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

If you are not the party member who booked the hunt, please reference that partner's name. \_\_\_\_\_