

# HUNTING CONTRACT

## 1. CONTRACTING PARTIES

1.1. "COMPANY" - PROFIHUNT Ltd., Shmitovskiy proezd 16 /1, Moscow 123100, Russia,  
E-mail: info@profihunt.com, Internet: www.profihunt.com, Tel: + 7 (495) 980 02 70, Fax: + 7 (495) 980 04 80

### 1.2. "CLIENT" - PERSONAL DETAILS:

Name of Client: \_\_\_\_\_

Home address: \_\_\_\_\_

Office telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Home telephone: \_\_\_\_\_ Cell: \_\_\_\_\_

E-mail: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Physical Condition: \_\_\_\_\_

Non hunter: \_\_\_\_\_

## 2. HUNT

2.1. Priority specie: \_\_\_\_\_

2.2. Additional specie: \_\_\_\_\_

2.3. Hunting destination: \_\_\_\_\_

2.4. Hunting terms: \_\_\_\_\_

2.5. Remarks: \_\_\_\_\_

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

## 3. PAYMENT

3.1. Cost of the hunt: \_\_\_\_\_

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

3.2. EXTRA to be paid: \_\_\_\_\_

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

3.3. Total cost of the hunt: \_\_\_\_\_

3.4. Deposit received: \_\_\_\_\_ check # \_\_\_\_\_

3.5. Deposit of \_\_\_\_\_ is to be paid \_\_\_\_\_

3.6. Next payment of \_\_\_\_\_ is to be \_\_\_\_\_

3.7. Balance due of \_\_\_\_\_ by \_\_\_\_\_

3.8. Remarks: \_\_\_\_\_

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

## 4. TERMS AND CONDITIONS

Contracting parties understand and accept the terms and conditions on the backside of the contract.

### ACCEPTED CLIENT:

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### ACCEPTED COMPANY:

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## TERMS & CONDITIONS

### 1. Reservations & Payments

- 1.1. Reservations can be made by contacting PROFIHUNT Ltd., herein after referred to as the "Company" or through your booking agent:
- 1.2. Hunts are booked and confirmed only on receipt of a 50% deposit of the cost of the hunt. This deposit is due within fourteen (14) days of making the reservation. There shall be no binding contract until the deposit has been paid. Failure to remit your deposit on time may result in an automatic release of the confirmed space and the possible inability to reinstate your reservation. When the Company acknowledges receipt in writing of the deposit to you, it shall be deemed to constitute acceptance and confirmation of the reservation.
- 1.3. The balance is due no later than sixty (60) days prior to commencement of your hunt. If the balance has not been received by that date, the Company shall be entitled at its discretion to treat your reservation as cancelled and consequently to forfeit such part of the deposit as determined solely by the Company.
- 1.4. Any reservation made within sixty (60) days of commencement of your hunt may be accepted provided space is available, payment in full is received, and documents can be delivered prior to departure.
- 1.5. The Company will not provide tickets, coupons, vouchers or documents until full payment is received by the Company.

### 2. Cancellations & Refunds

- 2.1. Any cancellation of a reservation must be in writing and shall only be effective upon its acknowledged receipt by the Company. Cancellation charges shall apply in the following circumstances:
  - (I) If the hunt is cancelled more than 365 days prior to the hunt starting date the deposit will be refunded less 30 % administration fee and all expenses already incurred.
  - (II) Cancellation between 365 - 181 days prior to the hunt starting date the deposit will be refunded less 50 % of paid amount but no less a \$2000 per hunting client handling fee.
  - (III) Cancellation 180 days or less prior to the hunt starting date, the total cost of the hunt is forfeited, unless the hunt is re-sold. If the hunt is re-sold 70% from the paid amount will be refunded.
- 2.2. Any requests to postpone the hunt must be in writing and shall only be effective upon its acknowledged receipt by the Company.
  - (I) "ProfiHunt" at its sole discretion reserves the right to either accept or refuse a request to postpone the hunt and to hold up to 50 % from the cost of the hunt as license and administration fees.
  - (II) If the hunt is postponed "ProfiHunt" reserves the right to change all daily rates, trophy and license fees and all other fees including additional charges.
- 2.3. No refunds are given (1) for lost travel time or substitution of facilities, areas, hunters, camps and dates, (2) for itineraries amended after departure, (3) for circumstances arising beyond the Company's control, necessitating alternative arrangements be made to ensure the safety and/or further participation and enjoyment of your hunt, (4) if you do not appear for any accommodations, service, sightseeing or trip segment without notifying the Company, or (5) if you leave your hunt after it has begun, miss any scheduled sightseeing, activities or accommodations.

### 3. For Your information

- 3.1. The Company acts as booking agent for hotels, airlines, air charters, bus companies, ground transportation, boat purveyors or owners and other independent contractors providing accommodations, transportation, and/or other services abroad. Each of these companies is an independent corporation with its own management and is not subject to the control of Company, including, but not limited to, various overseas ground operators.
- 3.2. All bookings like those described above are accepted by the Company, as agent for independent overseas ground operators. The transportation, accommodations and other services provided by the ground operators are offered subject to the terms and conditions contained in the tickets, exchange orders or vouchers issued by them and/or their suppliers. Because the Company does not have the right to control the operations of the independent operators and their suppliers, IT CANNOT BE LIABLE FOR ANY PERSONAL INJURY OR PROPERTY DAMAGE which may arise out of these services. The Company reserves the right to cancel any itinerary or any part of it, to make such alterations in the itinerary as it deems necessary or desirable, to refuse to accept or to retain as a member of any members of the hunt, any expenditure occasioned by delays or events beyond its control. In case of any appreciable variation in its cost, the Company reserves the right to adjust its rates.

### 4. Risks

- 4.1. The Company draws your attention to the fact that there are certain inherent risks involved in participating in the type of trips sold by the Company and that you accept them at your own risk.
- 4.2. It is your sole responsibility to take all appropriate medical advice prior to departure as to whether you are fit enough to undertake the trip booked. The Company shall not be liable for illness, injury or death sustained on a program sold by the Company which is not due to the gross negligence of the Company, its officers, employees, authorized representatives or agents whomsoever.

### 5. Force Majeure

- 5.1. "Force Majeure" means, in relation to the Company any circumstances beyond the reasonable control of the Company (including, but without limitation, acts of God, explosion, flood, tempest, fire or accident, war or threat of war, sabotage, insurrection, civil disturbance, or requisition, sickness, quarantine, government intervention, weather conditions or other untoward occurrences).
- 5.2. If the Company is affected by Force Majeure it shall forthwith notify you of the nature and extent thereof.
- 5.3. The Company shall not be deemed to be in breach of these terms and conditions or otherwise be liable to you, by reason of delay in performance, or by non-performance, of any of its obligations hereunder to the extent that any such delay or non-performance is due to any Force Majeure.
- 5.4. If the Company is affected by Force Majeure it shall be entitled to and may in its sole and absolute discretion, vary or cancel any itinerary or arrangement in relation to the trip. Payment of any refund by the Company to you as a result of the non-performance of any of the Company's obligation hereunder shall remain in its sole and absolute discretion although the Company shall use its reasonable endeavors to reimburse you where possible. However, the Company shall be entitled to deduct from any refund recoverable the reasonable actual and potential costs to the Company of the Force Majeure.
- 5.5. Regarding civil unrest, once the Company has investigated the prevailing situation as it deems fit, it shall remain in the Company's sole and absolute discretion whether to proceed with the trip. You may in such circumstances cancel the trip. However, if, after having made all reasonable and proper inquiries, the Company is of the opinion that the trip may proceed, no refund will be payable to you and the provisions of Paragraph 2 shall apply.

### 6. Insurance

The Company strongly recommends you to obtain the following types of insurance in the country of residence:

- Accidental death and disability
- Emergency medical evacuation
- Loss of personal effects
- Trip cancellation

### 7. Surcharges

Although the Company hopes that it will not need to levy surcharges, it reserves the right to do so on the invoice amount, if this becomes necessary. The Company will endeavour to notify you in writing as soon as it is aware of any likely surcharge and you must pay the amount of such surcharge no later than seven (7) days after written notification has been received (depending on the circumstances). If the surcharge is not paid within such time, the Company may construe such non-payment as an act of cancellation on your part and the provisions of Paragraph 2 shall apply. Any refund made by the Company shall be in its sole and absolute discretion.

### 8. Terms & Conditions

These terms and conditions govern the relationship between the Company and you, to the total exclusion of any other terms and conditions, if no other remarks are made on the face side of the contract when signing. No alteration to the terms and conditions may be made by any of the Company employees, authorized representatives or agents, unless in writing by an authorized officer of the Company. All decisions and matters subject to the Company's discretion shall be made by the Company shall be made by an authorized officer of the Company.

### 9. Carriage by Land, Sea & Air

- 9.1. Carriage by Land, Sea and Air is subject to the terms and conditions of the carrier with whom you travel and to international conventions some of which may limit liability. Land, Sea and Air travel are also subject to operational decisions of carriers and air and sea ports which may result in cancellations, delays or diversions, over which the Company has no control and for which the Company accepts no liability whatsoever.
- 9.2. If you leave trophy in the country of hunt due to the any circumstances, you have to accept all the expenses involved and all the rates quoted for the trophy shipment.

### 10. Baggage

Temporary or permanent loss of baggage is the responsibility of you or the carrier.

### 11. Travel Documents & Vaccinations

It is your responsibility to ensure that passports, visas, travel permits, health certificates, inoculations, international driving license, or other documentation required for the trip are obtained and are in order. It is your responsibility to meet any additional costs incurred either by yourself (or by the Company on your behalf) as a result of any failure by you to comply with such requirements.

### 12. Special requests

You must advise the Company in writing of any special requests, e.g. diet or facility/ when you submit your reservation to the Company. The Company will meet any such requests, if possible.

### 13. Information in the Brochure

All information given in this brochure is, to the best of the Company's knowledge, correct at the time of going to press, but the Company reserves the right to change the same. The photographs reproduced and information provided in this brochure depict typical scenes experienced and details on each destination; but the subject matter may not necessarily be seen or experienced while visiting that destination.

### 14. Photography

The Company reserves the right without further notice to make use of any photography or film taken on the hunt by our staff for general purposes without payment or permission. Where a client makes available to the Company photographs of their own, the Company reserves the right to make use of such photos.

### 15. Disputes

If you have any cause for complaint while traveling, you must immediately put them into the hunting protocol and bring it also to the attention of the Company's local representative or agent who will attempt to resolve the situation. Complaints after leaving the hunting country are refused to be recognized.

### 16. Consent

The payment of the deposit or any other partial payment for a reservation on a hunt constitutes consent to all provisions of the conditions and general information contained in this brochure. The terms under which you agree to take these hunts cannot be changed or amended except in writing signed by an authorized officer of the Company.

### 17. Money Paid to Booking Agents

Your booking agent will forward deposits and other payments to us on your behalf. Since our booking agent is not our agent for the purpose of receipt of money, there is no liability on your part unless and until we notify you (by way of a Booking Confirmation) that money paid has been received by us. We will issue a Booking Confirmation to your agent immediately upon receipt of their payment on your behalf.

### 18. Conditions of Booking

You shall comply with the instructions of the Company's representatives at all times. No Client shall be accepted or be permitted to continue on a hunt while their status of mental or physical condition is, in the opinion of any representative of the Company, such as to render them incapable of caring for themselves or make themselves objectionable to other Clients or become a hazard to themselves or other Clients and the Company will not be responsible for expenses by such persons precluded from completing the hunt for this reason.

### 19. Notice of Enforceability

Please remember: When you book travel related services with the Company, you are entering into a binding agreement that assumes all terms and conditions are fully understood as stated in this brochure.

### 20. Your Booking Agents Responsibility

At Company, we are very proud of our relationship with booking agents throughout the world. To facilitate the reservations process for you, Company, requests its booking agent to provide you with through communications pertaining to your booking. Your agent has been provided with a list of responsibilities to assist and inform you on matters such as required documentation, payment schedules and cancellation policies. Your agent will assist you to the best of his/her ability in providing answers and information pertaining to your booking.

### 21. Changes

All trophies and daily fees, hunting, terms and condition subjects can be changed without notice, by the Wildlife department of the country you have booked and Company is not responsible for this kind of changes.