

CAVENDER WHITETAIL RANCH HUNT AGREEMENT

This **HUNT AGREEMENT** (this “Agreement”) is made and entered into on the date fully executed (the “Effective Date”), by and between T.A. Cavender Properties, Ltd., a Texas Limited partnership (“Licensor” or “Cavender Whitetail Ranch”), and the **UNDERSIGNED** (singularly and collectively herein referred to as “Licensee” or “Hunter”).

WHEREAS, Licensor is the owner of the agricultural property known as Cavender Whitetail Ranch, located at 2969 CR 3313, Jacksonville, Texas 75766 in Cherokee County, Texas; and

WHEREAS, Licensee desires to enter that portion of the property described on Exhibit A (the “Property”), for the consideration specified in this document, in order to hunt trophy Whitetail deer;

WHEREAS, Licensor will allow Licensee to enter the Property for hunting purposes on the terms and conditions hereinafter set forth.

NOW, THEREFORE, Licensor and Licensee hereby stipulate, covenant, and agree as follows:

1. Grant of License. Licensor hereby grants to Licensee a non-exclusive, temporary, revocable license to enter upon the Property for the limited purpose of hunting Whitetail deer (the “Permitted Use”). Licensee hereby acknowledges that this Agreement creates a revocable license only, and that Licensee does not, and shall not claim at any time, any interest or estate of any kind in the Property by virtue of this Agreement.
2. Term of the Agreement. For the consideration specified in this document, T.A. Cavender Properties, Ltd. grants to the Hunter, a temporary, revocable license to enter and hunt on the Property that may be terminated by Licensor at any time, without advance notice, should this agreement be breached by the Hunter, any Supervised Individuals or any guests; provided that, however, the license granted by this Agreement will automatically terminate at check-out time.
3. Consideration. Each Hunter (and each Supervised Individual) will pay to Licensor the following fees:
 - A non-refundable booking fee of \$1,500.00 payable in advance; plus
 - Any applicable guest fees, payable upon arrival at the ranch; plus
 - Prepaid Trophy Fees for Hunter’s desired trophy deer(s), payable upon arrival at the ranch (\$1,500.00 of which is non-refundable); plus
 - Any additional Trophy Fees incurred, payable prior to departure from the ranch.

Trophy Fees are listed in the table below, according to the Boone and Crockett Club scoring criteria for Whitetail deer, and the scoring of deer shall be determined by a ranch guide in his discretion. If a Hunter does not shoot a deer, prepaid Trophy Fees (less \$1,500.00) will be refunded to the Hunter at departure. All fees are payable in cash, cashier's check or credit card. Hunters and Supervised Individuals agree to abide by all applicable Cherokee County hunting rules and restrictions, including without limitation seasonal Bag Limits when hunting on the Property. As Texas Parks and Wildlife rules allow, if a Hunter has not harvested any Whitetail deer in Cherokee County for the season, he or she may harvest up to two bucks on the Property during the term of the License. However, if this Agreement conflicts with the hunting laws applicable to Cherokee County, Hunter agrees that he or she will abide by all laws applicable to Cherokee County notwithstanding the language in this clause.

Trophy Fees	
<u>Management Hunt</u> <i>Guide's choice</i> <i>Whitetail up to 140"</i>	\$2,500
141-160" Whitetail	\$3,500
161-180" Whitetail	\$4,500
180-200" Whitetail	\$5,500
201-220" Whitetail	\$8,000
221-240" Whitetail	\$9,500
240 - 280" Whitetail	\$10,500
281 or more Whitetail	\$TBD

4. Restrictions on Use. Licensee shall only use the Property for the hunting of Whitetail deer. Hunter may not cut or damage trees, crops, roads, dwellings, fences, buildings, or other property on the land. Actions and activities which are further expressly prohibited include, but are not limited to, the following:
 - Any illegal activity
 - Fireworks
 - Camp fires or open flames
 - Consumption of alcoholic beverages or illegal drugs
 - Littering; disposal of hazardous substances; dumping
 - Damage or destruction of crops, fences, or other improvements
 - Injury to livestock
 - Hunting animals other than Whitetail deer
 - Operation of motor vehicles.

5. Accommodations. Licensor will provide Licensee three meals a day, sleeping accommodations, and transportation around the Property for two nights and three days. Check-in will be Friday afternoon and check-out will be ____ P.M. on Sunday after a morning hunt. Other hunting packages may be offered at Licensor's discretion. No one, other than the Hunter, any Supervised Individuals and Hunter's guests shall enter the Property or stay in the Property's accommodations without the prior approval of Licensor. The accommodations include eight bedrooms, two indoor baths, and two outdoor baths.

6. Care of Game. Hunter is responsible for caring for any deer harvested. Licensor is not required to engage in the field dressing, skinning, mounting, or processing of any deer killed by Hunter.
7. Taxes. Licensee understands that all Cavender Whitetail Ranch quoted hunting package prices do not include any taxes, and Licensee agrees to pay any and all applicable taxes.
8. Guests. Guests may accompany the Hunter for an additional \$185.00 per day (double occupancy) or \$250.00 per day (single occupancy). Guest day rates include lodging, meals, and ranch amenities, but not hunting privileges. Hunter may bring a maximum total of 16 guests and Supervised Individuals. All guests and Supervised Individuals must be fully identified in Exhibit A.
9. Experienced Hunters. Hunter represents that he or she is at least 18 years of age, and that Hunter, any Supervised Individuals and guests are experienced hunters and recognize the inherent dangers of injury that exist during hunting activities. Hunter acknowledges that Hunter is well-informed of Texas hunting laws, and specifically Cherokee County hunting regulations. Hunter will abide by those regulations when on the Property. Hunter further acknowledges that Hunter, any Supervised Individuals and guests recognize the inherent dangers of injury and possible death as a result of using firearms, longbows, or crossbows.
10. Guide. If Hunter has chosen the Management Hunt package, Cavender Whitetail Ranch will provide one guide for the Hunter and his Supervised Individuals during the stay on the Property. The Hunter and any Supervised Individuals shall stay in the company of the assigned guide while on the Property and shall abide by the direction and all rules and safety requirements set forth by the guide and Cavender Whitetail Ranch.
11. Firearms and Bows. Hunter and Supervised Individuals shall use only modern firearms and bows designed for hunting game that are approved by Licensor in advance of hunting. Hunter agrees to abide by all firearm and hunting restrictions, including without limitation Archery Only timeframes and Antlerless Deer seasons. No rifles smaller than 243 caliber are allowed on the Property. Handguns, pellet guns and other air guns are not allowed on the Property. Fully automatic firearms are not allowed on the Property. All federal, state, and local laws apply to the use of any silencers on firearms used on the Property. Rimfire ammunition of any caliber may not be used on the Property. When permissible under Texas law, any crossbows used for hunting deer on the Property must have a minimum pull of 125 pounds, a mechanical safety, and the crossbow's stock must not be less than 25 inches in length.
12. Projectiles. While hunting on the Property, projectiles such as arrows and crossbow bolts may not be poisoned, drugged, or explosive. All arrows and bolts must comply with Texas law and be equipped with a broadhead hunting point that is at least 7/8-inch in width (upon impact) and have a minimum of two cutting edges. A mechanical

broadhead must begin to open upon impact and, when open, must be a minimum of 7/8-inch in width.

13. Other animals. Hunter and Supervised Individuals may only hunt Whitetail deer while on the Property.
14. Managed Lands Deer Program. Cavender Whitetail Ranch will issue the Hunter a MLD permit tag upon the harvest of a whitetail deer. Hunter will not be required to use any of the Hunter's issued deer tags.
15. No Guarantee of a Successful Hunt. Licensor warrants that the Property has a hunt-appropriate population of mature Whitetail bucks. Licensor does not warrant or guarantee that the Hunter will be successful in killing a mature whitetail buck, since there are many natural variables beyond Licensor's control which may prevent the Hunter from killing a deer. The guide, if any, may prohibit the taking of any deer that the guide deems not to be mature. Hunter will pay all applicable Trophy Fees for each deer killed or wounded prior to departing the Property.
16. Wounded Animal Policy. Wounded animals, as evidenced by blood, meat, or bone found on the Property, are considered dead and a Trophy Fee for the estimated size of the animal will apply. In the event of a wounded and lost deer, Cavender Whitetail Ranch's estimation of the gross Boone and Crockett score of that deer will apply as to its Trophy Fee. Cavender Whitetail Ranch will make reasonable efforts to recover any wounded or lost animal. Only Cavender Whitetail Ranch staff may pursue and recover wounded or lost animals.
17. Trophies. Hunter understands that the Trophy Fee for any deer will be determined by the Boone and Crockett score. Licensor is not required to care for any deer harvested by Hunter, and will not process, skin, or perform any taxidermy or mounting services. Licensor is not required to ship antlers, horns, capes, or any other trophy items to Licensee. However, should Licensor agree to ship antlers/horns, cape, or other trophy items to a destination desired by Licensee, Licensee will be charged for all shipping costs as well as a service charge of \$450.00 per animal. Cavender Whitetail Ranch will not ship meat.
18. Photographs. Cavender Whitetail Ranch has authority to use photos/videos taken by Cavender Whitetail Ranch of Hunter, Supervised Individuals and guests, and harvested game for the purpose of its website, promotions, or other uses as it may choose.
19. Required Items. Cavender Whitetail Ranch will not provide hunting equipment, such as binoculars, guns, ammunition, or any personal effects. Hunter and Supervised Individuals must bring the following items:

Approved hunting rifle or bow

Ammunition

Cooler for game

Appropriate game license

Hunters' education for youth hunters

Appropriate clothing.

20. Repair of Damage. Hunter agrees to repair any damage he causes and to return the land, accommodations, and Property to the Licenser in its prior condition at Hunter's sole cost and expense. Hunter may not drive nails or other metal objects into trees in order to build deer stands or for any other purpose.
21. Minors and Disabled Individuals. Unless specifically authorized by Licenser, all persons under the age of 18 years, and individuals processing a mental and/or physical handicap (collectively, "Supervised Individuals") shall be accompanied and supervised by an adult Hunter that is his or her legal parent/guardian at all times. Hunter is required to list all Supervised Individuals on Exhibit A, and hereby assumes full responsibility for such individuals.
22. Compliance. Hunter, Supervised Individuals and Hunter's guests agree to abide by all state, federal, and local laws. Licensee shall comply with this Agreement and the directions of Licenser or its representatives, whether such direction is oral or written. Licensee agrees to comply with all signs and postings placed on the Property by the Licenser. Licensee recognizes that this Agreement grants a non-exclusive license and agrees to respect the rights of other persons using the Property. Licensee agrees to conduct him or herself in a civil and professional manner, and not trespass upon the property of any adjacent property owner. Licenser reserves the right to enter upon any or all of the land at any time for any purpose and no such entry by the Licenser shall constitute a violation of this Agreement.
23. Duty to Inspect and Report. Upon entering the Property, and continuously thereafter, Licensee shall have the duty to inspect the Property and shall be solely responsible for the safety and security of all persons and property entering the Property under this license. Licensee shall immediately notify Licenser, its representatives, agents, or employees, of the existence of any unsafe condition and, if necessary, shall immediately leave the Property. Furthermore, Licensee shall immediately notify Licenser of any prohibited or otherwise illegal activity observed on the Property. **Notwithstanding anything herein to the contrary, Licenser shall not have, and is hereby released from, any duty to inspect the Property; supervise any activities on the Property; disclose or remedy any defect on the Property; or make the Property safe.**
24. Laws and Regulations. Hunter, Supervised Individuals and all guests shall, before entering the Property, obtain a valid Texas Hunting License. Hunter shall obey all laws, ordinances, orders, rules, and regulations enacted or promulgated by any governmental authority relating to (a) hunting Whitetail deer; (b) Licensee's activities while on the Property; (c) any existing structure, improvement, or equipment that Licensee is permitted to utilize pursuant to this Agreement; or (d) any structure, improvement, or equipment erected or installed by Licensee or Licenser on the Property in accordance with this Agreement, including, but not limited to, times and manner for hunting and removing game (and keeping of any applicable records) handling and discharging of

firearms and operating motorized vehicles. In addition, Hunter, Supervised Individuals and all guests shall comply with all ranch rules and policies.

25. Condition of the Property. The Hunter understands that hunting is an inherently dangerous activity and that there may be hidden hazards on the Property, including but not limited to dangers such as cliffs, caves, rockslides, holes, fence wire, snakes, wells, swamps, brush, ponds, harmful plants, poisonous animals and insects, bats and other wild animals, unauthorized careless persons on the land, other hunters and guests, and other unnamed risks that may be dangerous, injure or cause the death of the Hunter or his or her guests, and the Hunter assumes all of these risks as his own responsibility, without recourse against Licensor.
26. **INDEMNITY.** LICENSEE SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS LICENSOR AND TRACY A. CAVENDER (COLLECTIVELY, THE "RELEASED PARTIES"), AND THEIR AGENTS, EMPLOYEES, REPRESENTATIVES, INVITEES, LICENSEES AND/OR VISITORS AGAINST ANY AND ALL CLAIMS, SUITS, DAMAGES, LIABILITIES, AND COSTS (COLLECTIVELY, "CLAIMS") INCURRED BY OR ALLEGED AGAINST LICENSOR AND ARISING OUT OF OR RELATING TO ANY ACT OR OMISSION OF LICENSEE, ANY SUPERVISED INDIVIDUALS, GUESTS, AGENTS, EMPLOYEES AND/OR REPRESENTATIVES WHILE ON OR ABOUT THE PROPERTY, INCLUDING ANY CLAIMS BASED ON ANY (A) INJURY TO OR DEATH OF ANY PERSON(S), (B) DAMAGE TO OR LOSS OF PROPERTY, OR (C) FAILURE OF LICENSEE TO COMPLY WITH ANY APPLICABLE LAWS OR PROVISIONS OF THIS AGREEMENT. FURTHERMORE, TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS LICENSOR FROM AND AGAINST CLAIMS ARISING FROM THE INJURY AND/OR DEATH OF A HUNTER, GUEST, OR SUPERVISED INDIVIDUAL EVEN IF ARISING FROM THE NEGLIGENCE OF LICENSOR.
27. **ASSUMPTION OF RISK.** LICENSEE ASSUMES FULL RESPONSIBILITY FOR ITS EXERCISE OF THE LICENSE GRANTED HEREIN. LICENSEE ACKNOWLEDGES THAT (A) DANGEROUS NATURAL OR MAN-MADE CONDITIONS MAY EXIST OR OCCUR ON THE PROPERTY DESCRIBED IN THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, STREAMS AND RIVERS WITH CURRENTS AND WATER THAT MAY BE DEEP OR FLOOD, HAZARDOUS DRIVING AND WALKING CONDITIONS, UNEVEN TERRAIN, THE PRESENCE OF WILD, DOMESTIC, POISONOUS, OR DISEASED ANIMALS, VEHICLES (INCLUDING MOTORCYCLES AND ALL-TERRAIN VEHICLES), FIREARMS, ELEVATED HUNTING STANDS, AND/OR CAMOUFLAGED SUNKEN HUNTING BLINDS; AND (B) MANY ACTIVITIES PERFORMED ON THE PROPERTY ARE INHERENTLY DANGEROUS ACTIVITIES INVOLVING THE USE OF FIREARMS AND OTHER LETHAL IMPLEMENTS. THE UNDERSIGNED ASSUMES ALL SUCH DANGERS AND RISKS.

28. **NEGLIGENCE OF LICENSOR.** THE FOREGOING INDEMNITIES, WAIVERS, AND RELEASES WILL APPLY EVEN IF THE INCIDENT GIVING RISE TO THE CLAIM IS CAUSED IN WHOLE OR IN PART BY THE CONDITION OF THE PROPERTY OR BY THE SOLE OR CONCURRENT NEGLIGENCE OF LICENSOR.
29. **Damages.** Licensee agrees to pay for any and all damages to the Property and any adjacent property, including the respective improvements and appurtenances located thereon, caused by or in connection with the acts or omissions of Licensee, any Supervised Individuals or Licensee's guests.
30. **No Assignment.** The license granted herein is personal to Licensee. Licensee may not assign this Agreement. The obligations of each Licensee under this Agreement shall be joint and several.
31. **Governing Law.** This Agreement shall be construed under and in accordance with the laws of the State of Texas. Licensee agrees that exclusive venue for any dispute arising out of this Agreement will be the county in which the Property is located. **The parties waive the right to trial by jury and agree that any litigation between them shall be decided by the Presiding Judge, without a jury.**
32. **Severability.** If any provision in this Agreement is for any reason unenforceable, said provision will be severed, and the unenforceability of said provision will not affect any other provision hereof, and this Agreement will be construed as if the unenforceable provision had never been included.
33. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties with respect to the matters made the subject of this Agreement. This Agreement may be modified or amended only by a written agreement signed by Licensor and Licensee.

SIGNATURE REQUIRED ON LOCATION