

**TROPHY HUNTING AND SAFARI AGREEMENT
MEMORANDUM OF AGREEMENT ENTERED INTO BETWEEN**

Schoenfeld Guestfarm and Safaris, Reg No.TPH 00359 and TSO 00209 and GFA 00064, a Company duly registered in the Republic of Namibia

represented by _____

he being duly authorized thereto) (hereinafter referred to as

Schoenfeld) and

CLIENT NAME: _____

ADDRESS: _____

TELEPHONE: _____

FAX: _____

E-MAIL: _____

(hereinafter referred to as the **CLIENT**)

WHEREAS the CLIENT wishes to engage in a Trophy Hunting Safari with or through Schoenfeld Safaris, for a period

of _____

hunting days from _____

to _____

Number in party: _____

Hunters: _____

Non hunters _____

At an agreed daily rate of: €/US\$ _____

Hunters: €/US\$ _____

Non hunters: €/US\$ _____

And with a total value of daily rate: €/US\$ _____

Deposit paid: €/US\$ _____

Date of deposit payment: _____

Leaving a remaining balance: €/US\$ _____

Due date: _____

AND WHEREAS the CLIENT and Schoenfeld have agreed to conclude such Hunting Safari Contract on the undermentioned terms and conditions.

NOW THEREFORE the **CLIENT** and **SCHOENFELD** hereby agree with each other as follows:

1. TERMS OF PAYMENT

- 1.1 All prices are quoted and are payable in Euro/US Dollars;
- 1.2 A deposit of 50%, based on the daily rate is payable on confirmation of the booking;
- 1.3 The balance of the daily rate, plus trophy fees for animals hunted and any animals wounded and lost, will be determined and calculated at the end of the safari and will then be payable, before departure;
- 1.4 Deposit will only be refunded if client cancels the safari within 30 (thirty) days after date of confirmation of booking, subject to a 15% administration fee and provided the cancellation is done at least 90 (ninety) days prior to date of commencement of safari.
- 1.5 All prices and charges are subject to change;
- 1.6 All payments must be made in cash, Travelers checks or bank guaranteed checks.
- 1.7 Client agrees to a 2.5% surcharge if credit card is used.

2. SAFETY PRECAUTIONS

- 2.1 Guns will be tested on the shooting range before hunting commences;
- 2.2 No shooting from vehicles in movement will be allowed unless specifically requested;
- 2.3 Shots will only be fired after acknowledgement or order from professional hunting guide has been received;
- 2.4 Guns must be safe at all times.

3. PRICES QUOTED ARE INCLUSIVE OF:

- 3.1 The services of hunting guide, trackers, skimmers and driver;
- 3.2 Skinning and field preparation of trophies
- 3.3 Daily laundry service –except on holydays;
- 3.4 Four-wheel-drive hunting vehicle;
- 3.5 Trophy delivery to local taxidermist or shipping agent;
- 3.6 Full board and lodging at SCHOENFELD or leased properties or concessions;
- 3.7 All meals, and beverages during meals and during hunts;
- 3.8 Transport by road to and from Hosea Kutako International Airport, Windhoek;
- 3.9 Game drives;

4. PRICES QUOTED ARE EXCLUSIVE OF:

- 4.1 Airfares and Airport Taxes;
- 4.2 Air Charters
- 4.3 International phone calls and faxes and internet service

- 4.4 Insurance and medical expenses of any kind (Travel insurance is highly recommended);
- 4.5 Taxidermist fees and the shipping of trophies;
- 4.6 Import permits and fees required by countries other than Namibia;
- 4.7 Gratuities to staff;
- 4.8 Trophy fees for game wounded or taken and lost;
- 4.9 Accommodation expenses before and after the scheduled trophy hunting period.
- 4.10 Sight seeing excursions other than on the properties operated by **SCHOENFELD**
- 4.11 VAT of 15% on daily accommodation rates and service fees only,
- 4.12 Vintage Wine and Spirits
- 4.13 Rifle Hire and Cartridges,

Transfer days will be charged as Non-hunting days (or hunting days if CLIENT hunts on these days).

5. INDEMNITY FROM LIABILITY

5.1 Whilst every care and precaution is taken to ensure the safety of the **CLIENT**, it is noted that any hunting safari is potentially hazardous;

5.2 The **CLIENT** hereby indemnifies **SCHOENFELD** or its successors in title, its staff and all of its associate companies, organizations, or persons acting for, or on its behalf, against any loss or damage, whether caused directly or indirectly by delays, sickness, injury, death, or loss or damage to property, whether occurred by negligence or not, or any expenses arising therefrom, which the **CLIENT** may suffer while on safari with **SCHOENFELD** or while under its custody or control and the client undertakes to sign an indemnity in the form annexed hereto as Annexure "A";

5.3 Neither **SCHOENFELD** nor its successors in title, its staff and all of its associate companies, organizations, or persons acting for, or on its behalf, shall be responsible for the loss or damage arising from any errors or omissions, contained in this contract or any other literature;

5.4 Should the **CLIENT** so elect, he may obtain the necessary comprehensive insurance before arriving for the Hunting Safari, which insurance should cover damages suffered as a result of cancellations, medical expenses and protection of personal property and money. It is recorded that the onus of insurance (although optional) rests on the **CLIENT**, and that **SCHOENFELD** or its successors in title, its staff and all its associate companies, organizations or persons acting for, or on its behalf is rendered harmless in that respect.

5.5 Although **SCHOENFELD** is not situated in a primary malarial area, the **CLIENT** hereby indemnifies **SCHOENFELD** or its successors in title, its staff and all of its associate companies, organizations, or persons acting for, or on its behalf, against any loss or damage resulting from the possible contraction of malaria or any other disease by the **CLIENT**.

6. GENERAL

6.1 The **CLIENT** agrees that photographs and videos taken during the safari may be used for promotion and/or publicity purposes by **SCHOENFELD**;

6.2 The **CLIENT** hereby indemnifies **SCHOENFELD** or its successors in title and its staff or persons acting for, or on its behalf, against any loss or damage of trophies taken by the **CLIENT**, once such trophies have been delivered and accepted by taxidermy or shipping agent,

6.3 **SCHOENFELD** may, at its discretion and without liability or cost to itself, at any time cancel or terminate a **CLIENT'S** Safari and in particular, without limiting the generality of the foregoing, it shall be entitled to do so in the event of illness or the illegal or incompatible behaviour of the **CLIENT** undertaking the Safari, who shall in such circumstances not be entitled to any refund;

6.4 Any indulgence granted by **SCHOENFELD** will not be interpreted as a waiver of its rights in terms of this contract;

6.5 The **CLIENT** undertakes to complete a client information sheet in the form as annexed hereto marked Annexure "B" and **SCHOENFELD** is hereby indemnified should **SCHOENFELD bona fide** act upon any information by the client upon such sheet.

6.6 This contract has been drawn and will be interpreted in terms of Namibian Law.

6.7 Prior to departure the **CLIENT** shall complete and sign a trophy and shipping instruction and hunting register form in format as Annexure "C" and "D" hereto.

6.8 The **CLIENT** has read and fully understood the current pricelist and all its implications.

SIGNED at _____ on this ____ day
of _____ 200_____

AS WITNESSES: (CLIENT)

- 1. _____
- 2. _____

CLIENT _____

SIGNED at _____ on this ____ day
of _____ 200_____

AS WITNESSES: (SCHOENFELD)

- 1. _____
- 2. _____

for and on behalf of **SCHOENFELD**, duly authorized thereto

**HUNTER / NON HUNTER / PARENT / OBSERVER /
TOURIST INDEMNITY FROM LIABILITY**

I, the undersigned, hereby acknowledge that I am well and fully aware of and appreciate the real dangers and risks that are associated with

game hunting activities as well as those associated with the game farms operated by **SCHOENFELD** arising from the conduct of hunting activities and the presence of wild and dangerous animals, reptiles, birds and insects and the real risk of suffering bodily harm, injury death and / or presence of wild animals and / or reptiles and / or birds whilst on any of the properties operated by **SCHOENFELD** or their successors in title.

I hereby Waive (waive) all claim or claims of whatsoever cause or nature however arising against the owners of **SCHOENFELD**, their successors in title, their associates, servants, employees and / or any persons connected whether directly or indirectly with the running of **SCHOENFELD** and fellow guest / invitees which I might have arising out of harm, injury, death, or loss suffered whilst on the premises or properties operated or leased by **SCHOENFELD** whether arising from an act of commission or omission on the part of those hereby indemnified or any one of them. I further Indemnify and hold harmless and free, the owners of **SCHOENFELD**, their successors in title, their associates, servants and the employees and / or any persons connected whether directly or indirectly with the running of any of the lodges and fellow guest / invitees from any and all claims of whatsoever cause or nature which may arise on behalf of my spouse, common law wife / husband, my children, whether minor or adult, or relatives and / or persons accompanying me to any of the properties operated by **SCHOENFELD** whether as my invitee or otherwise or at all who suffer injury or loss whilst on the premises or any of the properties operated by **SCHOENFELD** and whether arising from an act of commission or omission on the part of those hereby indemnified or anyone of them.

In the event of injury, **SCHOENFELD** may as its discretion and without prejudice and without admission of liability arrange and pay for emergency medical treatment for and on behalf of any guest.

I, the undersigned _____ (full names) have read and understand the conditions appearing immediately above my signature and that I am bound thereby.

DATE _____

SIGNATURE _____ **(CLIENT)**

Residential Address

Telephone number _____ **Including country code**

SIGNED at _____ on this _____ day
of _____ 200 _____

AS WITNESSES:

- 1. _____
- 2. _____

CLIENT _____

SIGNED at _____ on this _____ day
of _____ 200 _____

AS WITNESSES:

- 1. _____
- 2. _____ **GUIDE / HOST SIGNATURE** for and on behalf of **SCHOENFELD**, duly authorised thereto

CLIENT INFORMATION SHEET:

(Annexure B)

CLIENT (FULL) NAME:

ADDRESS: (RESIDENT)

ADDRESS: (POSTAL)

TELEPHONE: (H) _____

(FAX) _____

(W) _____

(OTHER) _____

E-MAIL ADDRESS:

NAME & CONTACT IN EMERGENCY:

DATE OF BIRTH:

_____ (d) _____ (m) _____ (y) _____ AGE:

OCCUPATION:

PHYSICAL CONDITION: EXCELLENT GOOD FAIR WRECKED

HUNTERS ACCOMPANYING:

1.

2.

3.

4.

NON HUNTERS ACCOMPANYING

1.

2.

3.

4.

GUIDING REQUIRED: (Tick) 1 X 1 2 X 1
TYPE OF HUNT: (Tick) RIFLE BOW

RIFLE DETAILS:

1.
CABLIBRE: _____
MAKE: _____
SERIAL: _____

2.
CABLIBRE: _____
MAKE: _____
SERIAL: _____

PREFERRED DATES:

1ST _____

TOTAL DAYS: _____

2ND _____

TOTAL DAYS: _____

3RD _____

TOTAL DAYS: _____

4TH _____

TOTAL DAYS: _____

DIET RESTRICTIONS:

MEDICAL INFORMATION:

ADDITIONAL INFORMATION & REQUESTS:

**THE DREAM LIST: (Tick)
SPECIES**

BLACK WILDEBEEST

BLUE WILDEBEEST

IMPALA

ORYX

KLIPSPRINGER

GIRAFFE

KUDU

BURCHEU'S ZEBRA

HARTMANN'S ZEBRA

WATERBUCK

ELAND

DAMARA DIK-DIK

DUIKER

STEENBUCK

SPRINGBUCK

BABOON

OSTRICH

WARTHOG

LEOPARD

CHEETAH

CARACAL

JACKAL

BLESBOK

BROWN HYAENA

SABLE

ROAN

AFRICAN WILD CAT

PORCUPINE