

# MDL OUTFITTERS

## HUNT BOOKING TERMS & CONDITIONS

Updated as of September 30<sup>th</sup>, 2022

1. By submitting the online website [Hunt Booking Form](#) and/or submitting a **Hunt Deposit** (digitally or physically) to MDL Outfitters, LLC (“MDLO”), Client (“Client”) hereby agrees to the below listed terms & conditions, and Client hereby agree to the [MDL Hunt Agreement](#) that must be affirmed & returned to MDLO prior to physically entering any of MDLO’s hunting properties to start Client’s hunt.
  - a. **NON-REFUNDABLE DEPOSITS** - All hunt deposits are 100% non-refundable, which is why they are a low percentage of the overall hunt cost. All deposits may be transferred to a different client who will absorb the remaining balance upon written acceptance of such act by & between all three (3) parties, MDLO, Original Deposit Payer/Client, and New Client.
  - b. **LOCKING-IN HUNT PRICE** - Deposits on any and all hunts do NOT lock-in a hunt price unless the deposit equals or surpasses 50% of the overall hunt price and said Hunt is booked for the current year.
  - c. **BOOKING CONFIRMATION** - A hunt is considered “booked” and “confirmed” when both the [Hunt Booking Form](#) and **Hunt Deposit** is submitted to MDLO. The next act of MDLO sending a [Hunt Invoice](#) to Client has no bounding force on said hunt and is strictly for recordkeeping purposes.
  - d. **CHANGE IN HUNT PRICE** - Client’s total hunt cost is the current advertised price on the [MDLO Website](#), which may change from time to time, including if or when MDLO offers promotional pricing or packages to past clients, website followers, social media followers, business followers, potential business clients, friends, family, or any other person that MDLO deems as a potential client. Client’s agreed upon Hunt Price will not decrease in dollar value to MDLO. Furthermore, Client’s hunt price can remain the same or increase at the sole discretion of MDLO due to economic influences such as national inflation, current economic markets, increased overhead costs, decreased supply availability, or any other reason deemed reasonably relative to the hunt price as advertised by MDLO at any given time.
  - e. **DNR HUNTING DOCUMENTATION** - Client, the Client, are solely responsible for paying for and properly obtaining & retaining all legally required hunting license(s), permit(s), tag(s), stamp(s), or other documentation required by the Iowa Department of Natural Resources (“Iowa DNR”, “DNR”). This includes providing the Iowa DNR with Client’s legal documentation showing that Client successfully passed a certified Hunter Safety Course (i.e., Hunter Safety Certificate or Card) in a past or present state of residence prior to applying (as a non-resident) for Client’s deer tags per the Iowa DNR lottery system in May of Client’s hunt year.
  - f. **PREFERENCE POINTS** - Client must properly purchase non-resident preference points (1 allowed to be purchased per year per DNR until the year of which Client apply where Client are forced to

choose to apply or purchase a point if anything) from the Iowa DNR in May of each year prior to Client's selected hunt year, of which Client will only apply.

- g. **SALES TAX ADDED** - All deposits and payments to MDLO will have Iowa Sales Tax (currently 7%) added to the dollar amount. This is not negotiable.
- h. **PAYMENT METHODS** - All deposits and payments must be made either via Personal Check, Certified Check, Venmo, PayPal, Credit Card, or Debit Card. In the event that a card or digital transfer is made (PayPal, Venmo, Credit Card, Debit Card, etc.), a 3.5% processing fee will be added to the dollar amount (excluding Iowa Sales Tax). This is not negotiable.
- i. **REMAINING BALANCES PAYMENTS & DUE DATES** - Once a Hunt Deposit is made, the remaining balance is required due to MDLO in the following order of in the hunt year:
  - i. 50% of Remaining Balance due by February 1<sup>st</sup> of Hunt Year
  - ii. 50% of Remaining Balance due by August 1<sup>st</sup> of Hunt Year if Drawn for Tag
    - 1. In event that Client does not draw the anysex tag or misses the application window for Tag Application, the 50% remaining balance will be revised as the new total balance due in the following year plus a 25% convenience fee of the original hunt cost. This sum will be divided into the 50% Feb 1<sup>st</sup> and 50% Aug 1<sup>st</sup> setup as described above in 1.i.
  - iii. If Client does not draw a tag in a 2<sup>nd</sup> consecutive Tag Application window, regardless of reason or if Client even applies, the total dollar amount of all payments submitted to MDLO will be forfeited, and a new hunt must be booked.
- j. **LATE FEES** - All payments beyond the deposit must be submitted and received by MDLO on or before the due dates listed above in 1.i. to avoid a late fee of 1% of the overall hunt cost per day. If Client have booked in a previous year, prior to this Hunt Booking Terms & Conditions being implemented, their Late Fee is stated on Client's Hunt Invoice under "Payment Terms", "Terms", and/or "Notes".
- k. **NO PROMISES OR GUARANTEES** – MDLO makes no promises, guarantees, warranties to Client on/for/by Client's Hunt in exchange for monies or compensation. Client acknowledges that said Hunt is described as "the opportunity to be physically present on a private recreational track of real estate in the state of Iowa under MDLO's leased control in optimistic hope of seeing, experiencing, and harvesting a trophy-quality whitetail deer (buck) but also where Client may not witness or experience a trophy quality whitetail deer (buck) due to the factual nature of "fair chase" and "free-range" wild whitetail deer being unrestricted in their traveling, sleeping, breeding, eating, or wandering, a part of free nature influenced by other elements of nature uncontrolled and unrestricted by MDLO.
- l. **OTHER / ALL ELSE** – All other relevant payment and hunt information is described thoroughly in the MDLO Hunt Agreement document found on MDLO's website in the footer section of every page.