



Jody Pagan
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Owner
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_____, 200_

WATERFOWL HABITAT ASSESSMENT CONTRACT

- 1. PARTIES** The parties to this contract shall be Five Oaks Wildlife Services, L.L.C., hereinafter referred to as "Five Oaks", and _____ hereinafter referred to as "_____".
- 2. BINDING EFFECT** The parties hereby acknowledge and agree that by signing this WATERFOWL HABITAT ASSESSMENT CONTRACT, they have formed a binding contract incorporating the terms and conditions set forth herein.
- 3. SERVICES** The parties agree that Five Oaks will provide a Waterfowl Habitat Assessment in report form, on _____'s property (_____.00 acres).
- 4. PERMIT ACQUISITION** The parties agree Five Oaks is not the responsible party for any state and/or federal permits required to facilitate construction activities mentioned or recommended in the Waterfowl Habitat Assessment.
- 5. QUALITY OF SERVICE** Five Oaks shall at all times exercise reasonable care and attention to the services provided to _____, and Five Oaks shall not be held accountable for errors of judgment, but only for its' own gross negligence or willful default in providing services to _____.
- 6. COMPENSATION** The parties agree that Five Oak's services shall be compensated. _____ agrees to pay Five Oaks \$_____ for all services rendered by Five Oaks Wildlife Services, LLC related to the below listed services on the _____ acre property referred to as "_____ Hunting Club Property".

Five Oaks Wildlife Services, LLC

620 East 22nd, Suite 206
Stuttgart, AR 72160
Office: 870.673.1110
Fax: 870.673.1119
www.5-oaks.com



- **Waterfowl Habitat Assessment on _____ acres**

7. **BILLING AND PAYMENT** The parties further agree that Five Oak’s services shall be billed –*Make Check Payable to Five Oaks Wildlife Services, LLC*
 620 East 22nd
 Suite 206
 Stuttgart, AR 72160.

8. **INDEMNITY AND LIABILITY** _____ agrees to indemnify and hold Five Oaks harmless from all liability for injuries to _____’s employees, agents, guests, and invitees, which occurs on _____’s property, and arises out of the services to be provided by Five Oaks. The parties further agree that Five Oaks shall not be liable for the costs of any inputs or services that are not necessary for the implementation of any recommendations made and/or contained in the Habitat Assessment.

9. **ENTIRE AGREEMENT** The parties acknowledge and agree that this is the entire agreement between Five Oaks and _____.

10. **MODIFICATION** The parties agree that neither modification nor change to this agreement shall be effective, unless it is in writing and signed by both parties.

11. **BINDING EFFECT** The parties agree that this contract shall be binding upon the parties, their heirs, successors, personal representatives, and/or assigns.

Dated this ___ day of _____, 200__.

FIVE OAKS WILDLIFE SERVICES, L.L.C.

BY _____
 JODY PAGAN, Chief Biologist

BY _____

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