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March 3, 2008

HABITAT MONITORING PROGRAM 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 Habitat Monitoring Program 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 Habitat Monitoring Program Reviews in report form, on _____'s property (000.00 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 Habitat Monitoring Program Reviews.
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 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



Deliverables

- **Habitat Monitoring Program Reviews in report form during the year (option of one during each period listed below).**

Spring Period-February-April (March)

Summer Period-May-July (June)

Fall Period-August-October (September)

Upon completion of each Habitat Monitoring Program review _____ will receive a report of Five Oaks Wildlife Services findings and recommendations. Five Oaks Wildlife Services will maintain a six-part club folder at their office to track habitat quality. The six-part folder will have field notes, photos, copies of each the reports, any maps or designs that are needed.

Pricing

Cost estimates for each review will be based on \$1,800.00 per review up to 640 acres (if the property is over 640 acres there will be a \$3.00 per acre additional charge during each review). Each review covers the field review, compiling the report, and maintaining your six-part folder.

_____ **One Annual Review Package**-\$1,800.00 up to 640 acres
(\$3.00 per acre each additional acre over 640)

_____ **Two Annual Reviews Package**-\$3,600.00 up to 640 acres
(\$3.00 per acre each additional acre over 640)

_____ **Three Annual Reviews Package**-\$5,000.00 up to 640 acres
(\$3.00 per acre each additional acre over 640)

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*

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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 Monitoring Program Contract.

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 for one year from the date signed.

Dated this ____ day of _____, 200__.

FIVE OAKS WILDLIFE SERVICES, L.L.C.

BY _____
JODY PAGAN, Chief Biologist

BY _____

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