## **Black Moose Outposts Ltd**

### **Terms and Conditions**

Last Revised: January 31, 2024

### **General Camp Policies and Guidelines**

We are proud to offer our services to our guests in one of the world's most spectacular natural habitats. To ensure the best quality of your stay and preserve our natural resources, please always follow these policies:

### **Arrivals & Departures**

• Our headquarters are located at 50 Howey Street, Red Lake, Ontario and we will meet you there at your assigned pickup time, unless agreed otherwise. We offer Red Lake airport shuttle free of charge and pickup service from other airports, subject to availability and extra charge.

• Parking: Parking is available at our headquarter. Please note that you park your vehicle at your own risk and that we accept no liability for the duration of your stay.

• Flights: All flights are executed in accordance with the principle of safety first. Changeover days are usually Thursdays, Fridays and Saturdays. Flights to and from the cabins are always weather dependent. Black Moose Outposts reserves the right to modify the itinerary or activities due to unforeseen circumstances, including weather conditions. A maximum weight limit of 300 pounds/person applies. This includes passenger body weight and gear. Additional weight will be transported at extra cost, subject to availability. It is strictly up to Black Moose Outposts to decide whether and when a flight is taking place. There is no entitlement to the use of a specific aircraft. If you wish to book a pleasure cruise in one of our aircraft, please liaise with our staff in advance of your trip.

• Communication: You will be provided with 1 Garmin Inreach device with unlimited text message availability to be regularly reviewed by Black Moose headquarters to make sure you always have everything you need. Starlink internet is not included, but available against a fee.

• Wilderness Etiquette: Our guests are expected to respect the natural environment and wildlife. Don't leave any food outside the cabin as it may attract bears, wolves or other wild animals. Fires are only permitted in designated areas, and guests must adhere to any fire safety guidelines.

• Pets: Pets may be allowed in designated cabins with prior approval. Guests are responsible for the behavior and cleanup of their pets.

• Emergencies: Our guests must familiarize themselves with emergency and procedures and evacuation protocols. Upon arrival at your cabin, we will give you instructions for all technical devices, house rules and safety protocols that you need to follow during your stay. In case of emergency, guests authorize Black Moose Outposts to take necessary actions for their safety.

• Illegal drugs are strictly prohibited in our camps. In case of excessive alcohol consumption and illegal substance use, Black Moose Outposts reserves the right to remove guests engaging in such activities without refund.

### Housekeeping

• Cleaning: For five star stays (Orono & Critchell) our cleaning staff will prepare your cabin at the day of your arrival. We ask for your understanding that there may be slight delays until the cabins are ready

for occupancy. As time and resources are limited, we ask you to help our team and leave the cabin clean, tidy and fully intact after your stay.

• Appliances: All our cabins feature solar lights, hot and cold running water, fridge, propane cook stove with oven and a wood stove. We also have generators, propane grills and fish cookers at each cabin for your convenience. Our cabins are also fully stocked with pots, pans, coffee maker, dishes, utensils and cleaning supplies. If you wish to bring additional appliances e.g. for medical reasons, please liaise with our staff in advance of your trip.

• Waste policy: All leftover food and trash must leave the camp with the guest.

# Things to bring

• Licenses: Guests are responsible for obtaining and possessing valid fishing and hunting licenses as required by provincial regulations. More information on applicable regulations can be found in the Fishing and Hunting sections of these terms. Black Moose Outposts is not responsible for any fines or penalties incurred due to the lack of proper licenses.

• Gear and Equipment: We provide bed sheets at all our cabins. Please notice that you have to bring your own linens to the following cabins: Rheaume, Crossland, Telescope, Optic, Power Bay, South McInnes, Middle McInnes, Nighthawk, Dolphin. At Orono, Domain & Critchell linen and bed sheets will be provided. Our staff is happy to provide equipment tips and recommendations upon request. As a general rule, we ask you to be mindful of the limited space in our aircraft and only bring what's necessary. And should you forget something, you can always browse our shop for the perfect outdoors outfit.

• Travel regulations: Info on travel regulations can be found here: https:// travel.state.gov. All COVID restrictions have been lifted, so no vaccination requirement. Canada welcomes its guests from the US and all other countries, but there are regulations about crossing the border when you have been convicted of offenses such as DUI. Visit https://www.canada.ca/en/immigrationrefugees-citizenship/services/visit-canada.html for information.

# Fishing

• Fishing is reserved to holders of a valid Ontario Outdoors Card and a valid fishing license. The required Ontario Outdoors Card and Fishing License can be purchased from home at https://www.ontario.ca/page/fishing-licence-non-residents-canada or at any authorized Ontario licenser before going to camp. We recommend you print and store them safely so you can readily present them at camp, if required. Contact us in advance of your stay for any support.

• Black Moose Outposts promotes "Catch and Release". Therefore, we will provide you with a free Conservation Fishing License if you choose to not take fish home to your place of residence. The cost of a Sport License can be added to your bill. Find out more here: <u>https://www.ontario.ca/page/fishing</u>

• Guests are encouraged to bring their own fishing gear. Rental equipment is available and must be reserved in advance.

• We do not sell bait at Black Moose Outposts, but we will help you with your bait orders upon request. We work with local bait shops to ensure you have good quality bait for your fishing adventures. Please note that live bait is not allowed at our Northern Camps.

• We provide one aluminum boat with swivel seats and outboard motor for every 2 persons per boat with no limit on gasoline use. So, for cabins with a capacity of 10 people we will provide a minimum of 5 boats plus one spare boat and motor. This is included in your overall trip price.

• No fish cleaning in the cabins.

• We are dedicated to conserving and growing our trophy fishery. We ask you to support our endeavors and release all Northern Pike over 27 inches and Walleye over 18 inches.

## Hunting

• The minimum number of people required to book a hunt depends on the booked cabin and varies from 2 to 4. You must be an accredited hunter in Ontario to file an application to purchase a moose tag. You will need to provide documentation to our staff and pay a small fee to get accredited. Please visit <a href="https://ontario.ca/document/ontario-hunting-regulations-summary/moose">https://ontario.ca/document/ontario-hunting-regulations-summary/moose</a> for more information on hunting rules and regulations in Ontario.

• We do not provide hunting equipment, but our staff can help you with organizing equipment upon request.

• If you are interested in guided hunts, please contact our staff well in advance of your trip. Guided hunts are offered subject to availability and extra charge.

## **Booking Terms**

• Booking inquiries can be made via our website <u>www.blackmooseoutposts.com</u>, via email <u>office@blackmooseoutposts.com</u> or via telephone +1 807 727 3461.

• The minimum number of people required to book a cabin is 2 people less than the cabin capacity. Bookings below the minimum capacity may incur additional fees. Cabins are booked on a per-group basis. Any changes to the group size must be communicated and approved in advance.

• Rates are per calendar day (not per night or per 24-hour period). All rates are quoted and billed in USD. We reserve the right to change rates at any time.

• Bookings become valid and binding upon payment of the deposit, which is 20% of the overall trip price. The deposit is due within 14 days after the booking request was made and accepted. Paying the deposits will confirm the booking.

• **Cancellation Policy:** Trips can be cancelled free of charge within 10 days after payment of the deposit. In this case, the deposit will be refunded, and the booking will be cancelled. Any subsequent cancellations will lead to forfeiture of the deposit.

• If you are booking your stay via third party booking platforms such as <u>www.booking.com</u> or <u>www.airbnb.com</u>, additional booking terms and conditions may apply.

### **Payment Terms**

• The final trip price is payable upon Check-Out. If you decide to purchase Add-Ons such as groceries, extra flights, sports licenses, bait, hunting guide, Starlink internet, merchandise, or other bespoke products or services, such items will be added to your trip price and listed in your final invoice.

• We reserve the right to deduct a reasonable amount of the credit card provided by you at Check-In in the event our property is damaged during your stay to cover the costs of repair, replacement, or any other associated expenses. You agree to cooperate with the assessment of damages and acknowledge your responsibility for any harm caused to our property due to your actions. The credit card will be charged promptly upon completion of the assessment, and we will make reasonable efforts to inform you of any such charges.

• All payments can be done via credit card (Visa, Master, American Express) or cash only. We ask for your understanding that we no longer accept cheques or any other alternative payment methods.

• If the final invoice is paid by credit card, we reserve the right to apply a credit card surcharge.

### **Liability and Waiver**

- All guests are required to sign a liability waiver before participating in any activities.
- Black Moose Outposts is not liable for any injuries, damages, or losses that may occur during the stay.

## **Force Majeure**

• Black Moose Outposts shall not be liable for any failure or delay in performing its obligations under these terms and conditions, where such failure or delay is due to circumstances beyond its reasonable control, including, but not limited to, acts of God, natural disasters, war, terrorism, civil unrest, government action, strikes, lockouts, labor disputes, or any other similar events ("Force Majeure Events").

• In the event of a Force Majeure Event, we will make all reasonable efforts to mitigate the impact on our services. However, we reserve the right to modify, suspend, or terminate our services temporarily or permanently, in whole or in part, without liability.

• We will provide notice to the extent possible under the circumstances and will resume our obligations as soon as the Force Majeure Event ceases to exist. If a Force Majeure Event continues for an extended period, either party may terminate the affected services without any liability other than as expressly set forth in these terms and conditions. We will promptly notify you of the occurrence of a Force Majeure Event and its expected duration and will use commercially reasonable efforts to overcome the effects of the Force Majeure Event. Notwithstanding the foregoing, nothing in this clause shall limit your obligation to make payments for services rendered prior to the occurrence of the Force Majeure Event.

### **Governing Law**

These Terms and Conditions shall be governed by the laws of the province of Ontario.