

Mid-America Hunting Association

Private Land Hunting Since 1965

Conditions Of Membership

IMPORTANT: The Terms, Covenants, Restrictions, Rules and Prohibitions as more fully described in this Agreement are legally binding upon all Members. It is the express duty and obligation of each Member to read the "Conditions of Membership" in entirety as well as any Amendments or Supplements to the "Conditions of Membership" which may be provided by the Association from time to time. In the event any Member does not understand any term or portion of the "Conditions of Membership," that Member has the duty and obligation to contact management with the Association for clarification of its terms. If any verbal explanation is unsatisfactory to the Member, the Member is encouraged to contact legal counsel for an independent explanation and opinion as to the meaning of this Agreement and its terms.

1. **Preamble:** Mid-America Hunting Association was organized in 1965 to further the interests of hunting and fishing enthusiasts, that only require the opportunity to get on good habitat, by making some of the mid west's finest private land and water available for hunting, fishing and scouting use. The Association has the expressed purpose and responsibility of balancing the needs and requests of members and landowners alike. Its goal is to maintain that balance and continue to offer a variety of quality hunting and fishing facilities to its members well into the 21st Century. This document sets the conditions for membership participation within Mid-America Hunting Association. Membership compliance with the Association's rules is important for continuation of membership privileges. While this Association does endeavor to allocate memberships to those that demonstrate the best of ethics, any group has 1% of its members that account for 90% of the group's rules. For the vast majority who read these rules it may appear to be a listing of common sense issues that may seem unnecessary to print. However, in the interest of the Association and the golden rule, we publish those rules so that each member has a clear understanding of his duties and obligations as a member.
2. **Conditions of Membership:** Refers generally to all of the notifications, explanations, rules, guidelines, and other terms contained within, referenced and/or incorporated by this document.
3. **Association:** Shall mean the business entity that owns "Mid America Hunting

Association,” including but not limited to its employees, management or agents.

4. **Mid-America Hunting Association:** Shall mean a collective of hunters that have the ability to hunt on their own requiring only the opportunity to access private land that the Association provides under the direction of a privately held business entity.
5. **Member:** (Individual Membership) Is any person that is paid in full for all fees and dues and has been accepted into membership in the Association. Members join the Association as individuals or families. No corporate membership or "open" memberships are available.
6. **Member's Family:** (Family Membership Required with the requirements of the paragraph above) Is a spouse and/or single children and legal dependents under are 19 years of age if in high school or under 22 if in college who are a dependent listed on the member's federal tax return. All fees and dues paid in full in accordance with the family membership schedule.
 - a. Children within a family membership must hunt on the same farm as the parent is hunting and at the same time. At no time will any child ever be permitted to hunt on his own and not accompanied by one parent that is a member.
 - (1) Wetlands hunting require all children hunt within arm's reach of the parent member. This is inclusive of blinds wade-in areas, ponds, lakes and any other water property.
 - b. Spouses within a family membership may hunt independently of each other on the same property.
 - c. Candidates that initially join the Association as individual members may request for approval to upgrade to family memberships when family members become viable hunters. Upgrades include paying the difference in the initiation fee from when the member originally joined to the current family initiation fee and the same difference for the annual dues.
 - d. Non-hunting immediate family (meaning those on the same federal tax form) members may accompany the member at anytime without charge. These persons must remain within the immediate vicinity of the member and may not assist in any manner with the conduct of the hunt. Exception is required for duck blinds during peak periods.
7. **Membership Materials:** Shall mean all materials received from the

Association and shall include without limitation all membership cards, vehicular identification marker, maps, the "Conditions of Membership", and/or received from time to time, amendments or supplements to the "Conditions of Membership" which may be provided by mail, fax, email, publication or otherwise, from the Association.

- a. Membership cards, vehicular identification marker, maps and all other Membership Materials will remain the sole and private property of the Association. Such materials are solely for the member's personal recreational purpose and are not to be otherwise used, duplicated or distributed in any way. And, no member shall loan or otherwise allow any person to use his membership card, hang tags, vehicular stickers, maps or other Membership Materials for any reason.
 - b. Vehicle Identification.
 - (1) Each member, on acceptance, is issued a unique serial numbered hunting vehicle identification marker. This marker must be placed on the member's hunting vehicle readily visible on the dashboard or rear view mirror.
 - (2) Members are required to provide their hunting vehicle make, color, model and license plate number for Association records. The vehicle license plate number combined with the serial numbered marker adds to the Association's ability to enforce that only members are using Association facilities.
 - c. Identification Card. All members whenever using Association facilities will have in their possession a current Association issued identification card and a government issued photograph identification. Both identifications will be presented to landowners, Association employees, Association Land Patrolmen or fellow members on demand.
 - (1) Both the membership card and the membership maps together serve as the hunt with written permission requirement of state land access laws.
8. **Rules:** The "Conditions of Membership" include specific rules, prohibitions and/or restrictions which are written in this document and/or indicated on the individual property maps. Rules placed on individual property maps are exceptions and apply specifically to that property rather than uniformly to the Mid America Hunting Association. For example, a specific property map may contain the language: "No camping properties 3 through 11." This means in this instance that the Members have no rights to camp on sections 3 through 11 of that particular property unit.

- a. The Association reserves the right at its sole discretion to create, amend and supplement "The Conditions of Membership" in any manner it sees fit to further the interests of the Association, its Members and its Landowners.

9. **Facilities:** Shall mean all leased properties, services and activities, which the Association offers or provides its Members.

10. **Membership:**

- a. Memberships are not transferable. This is defined as not for resale, loaning or sharing of identification cards, maps, etc., to others than the person to whom the membership material was issued.
- b. The Association is not under any obligation to accept any membership candidate at any time. The Association expressly reserves the right to refuse membership acceptance at its sole discretion.
- c. The Associations membership may be limited and closed at anytime without any prior notification. Membership closure may be either based on primary and secondary hunting interest and, or overall membership levels. For example the Association may be accepting hunters with the primary hunting interest of archery deer and secondary interest turkey while refusing membership to those that declare a primary interest as firearms deer hunting and a secondary of waterfowl.
- d. New members and previous members, who let their membership interest lapse, but want to rejoin the Mid America Hunting Association, shall be subject to the current published initiation and annual dues schedule.
- e. Membership renewals are on an annual basis with renewal at the election of the Member and concurrence of the Association.
- f. Association facilities are available to fully paid members only for hunting, fishing and scouting.
- g. Non-hunting immediate family members (those that are on the same federal tax return) may accompany the member at no charge. Non-hunting friends and extended family members, whether they are hunting, fishing, scouting, or not, are not permitted on any Association facility (see guest section).
- . Members may hunt, scout or fish Association facilities by reservation as desired, for any game type, for any season on any land in any or all states leased by the Association not currently under reservation by

another member and in accordance with these rules.

- j. A Membership term runs 365 days from the date the member enters a membership agreement with the Association.
- k. All use of Association facilities are by reservation only.
- l. Guest policy. The Association is operated for members only. Guests are permitted on a restricted basis.
 - (1) Each guest pass is valid for one day only. A nominal fee per guest pass must be paid at the time of reservation by credit card. Purchase of a guest pass is non-refundable and only for the date reserved.
 - (2) Guests are not allowed on opening day and opening weekend of any season.
 - (3) Upland hunting guests are only permitted from the Monday following after the annual Thanksgiving weekend through January 15.
 - (4) Waterfowl blind guest reservations for weekends will not be taken until after 12:00 on Fridays.
 - (a) Thanksgiving holiday period is reserved exclusively for membership waterfowl hunting enjoyment. No guests are permitted Thanksgiving Day through Sunday.
 - (5) Guests are never permitted to deer or turkey hunt or to assist a member with deer or turkey hunting at any time.
 - (6) Members are permitted to purchase a maximum of four, one day guest passes per season. This is 4 total and not 4 per hunting type. The same person may not use Association facilities as a guest more than 4 times ever.
 - (7) Members will be allowed to take a maximum of one guest each and no more than 2 guests per hunting party regardless the number of members in that party.
 - (8) Inactive or canceled members will not be allowed as guests
 - (9) Daily guest reservations will be accepted only when Members are not utilizing a facility to its pre-assigned limit.
 - (10) Guests may never use an Association facility without an

accompanying member.

(11) Members may not charge guests any cost for using Association facilities. To do so would partially qualify the member as providing a guide service in contravention to Association rules and state law.

11. Release of Liability: Indemnity of Association.

- a. Due to the nature of hunting, which includes but is not limited to the anticipated use of firearms, Member acknowledges and understands that use of Association facilities may be dangerous and hazardous and/or may have dangerous or hazardous physical conditions, which may or may not be evident to the Member or the Association. **Each member assumes all risk to his person and/or property** arising out of that Member's use, observation, and/or participation in Association Facilities. The Member further agrees to release, indemnify and hold harmless the Association and/or its landowner(s), including but not limited to reasonable attorney's fees and litigation costs and expenses, against any claims or lawsuits arising out of that Member's use of Association facilities which results in injury, death or damage to Member, Member's family or Member's guest, or Member's property, unless any damages claimed in such claim or lawsuit is determined by a Court or Arbitrator(s) to be solely the direct and proximate result of negligence on part of the Association
- b. Subject to the laws and regulations of the State Of Missouri, each Member, shall indemnify and hold harmless the Association from and against, and shall defend and pay the full amount of any and all losses suffered, including but not limited to reasonable attorney's fees, incurred or sustained by the Association, its employees and/or affiliates, arising out of, resulting from, based upon, in connection with or relating to any breach of the Member's agreement.

12. Fees and Dues:

- a. All dues owed to the Association are due and payable annually on the anniversary of the Member's initial membership in the Association. Any Member who fails to pay any dues or other indebtedness owed to the Association by his anniversary date shall be automatically suspended from use of the Association facilities and all membership privileges. If the member fails to renew his dues within thirty (30) days of his anniversary as a Member, the Association reserves the right to permanently cancel the right to any membership interest. Payments received after the anniversary date and before the 30-dismissal date are subject to a late payment fee of \$100.00.

- b. The one-time first year initiation fee and first year annual dues must be paid in full before the applicant receives any membership material, is permitted to use any Association facility or gains any membership privileges.
- c. The published initiation fee and the annual dues allow all members equal access to all membership material and facilities. Subject to compliance with the "Conditions of Membership", each member has parity in this Association.
- d. All payments of fees and dues to the Association are non-refundable.

13. Disciplinary Action:

- a. The Association reserves the right to suspend, expel or discipline any Member, or take such other action as management deems appropriate, to promote the quality and integrity of the Association's "Conditions for Membership." Such action may be taken with respect to anyone who believes has violated the "Conditions of Membership" Anyone who is suspended or expelled, or against whom action is otherwise taken, shall forfeit all fees, dues and other monies paid to the Association. Any decisions to suspend, expel and/or discipline any Member is expressly and solely to be determined by the Association.
- b. In addition to any legal remedies which may be applicable, any member which management finds has (1) loaned or otherwise allowed another to use his membership card or vehicular identification, (2) has in any way used, disclosed or distributed the Association maps or other membership materials other than solely for member's personal recreational purposes, or (3) has taken game in violation of applicable federal or state laws, shall be liable to the Association in the amount equal to a current new membership.
- c. In the event of membership expulsion, members are required to return all Association maps, materials, vehicular stickers and membership cards to management within 15 days of the expulsion. Failure to comply with this provision shall be deemed a violation of the membership agreement. Such violations shall subject member to legal action by the Association that may include monetary damages.
- d. Any Member against whom the Association successfully obtains a legal judgment, for any reason, including but not limited to injunctive relief, shall reimburse the Association for all related expenses including but not limited to reasonable attorney fees and court costs.

14. **Dog:**

- a. Only dogs personally owned by members or guest may be on Association facilities.
- b. Upland hunting is restricted to not more than two dogs per member and not more than 3 dogs per hunting party on the ground at any time. More dogs may be in the truck and rotated to hunt during every hunting day, but not on the ground at the same time.
- c. Dogs may not be used to hunt coyote or raccoons on Association facilities.
- d. Field trials are not permitted on Association facilities.
- e. Commercial dog training or hunting is not permitted on Association facilities.
- f. Duck blind hunting requires dogs on a lead when hunting with other members in the same blind. Also, inform the office at the time each a reservation is made if hunting a dog from a blind.
- g. No off-season dog training.

15. **Reservations:** In order for the Association to provide the best service to its Members, compliance with the Association's reservation system is mandatory. The reservation system is intended to encourage safety, and assures no overcrowding, proper land utilization and game management.

- a. Reservations are on a first come first serve basis. They may be made up to a maximum of 30 days in advance of the scout, hunt or fish or as late as the day of the hunt. **Hunting reservations made 30 in advance are not subject to change.** See paragraph 15 c below
- b. Each member must schedule his own reservation. No one may schedule a reservation for any other member that may be hunting as a group.
- c. To reserve a hunt:
 - (1) Call the office 9:00-5:30 Monday through Friday (816) 761-3636 local or 888-797-8264 out of state and ask for "reservations". No reservations are accepted by email, in person at the office or by voice mail.
 - (2) Give your name, state, county, request the unit for upland, the unit

and specific property number for deer or turkey hunting, unit and blind number for waterfowl hunting or the property unit and property number for fishing that you intend to use and the date you will use it. While this may appear to be confusing to the new member all this information is readily available on the property maps contained within the membership material.

- d. Reservations must be canceled if the hunter is not fully intent on using the facility.
- e. Members who demonstrate a tendency to frequently change reservations may lose the privilege of being able to change reservations and be locked into their existing reservations being allowed to make another reservation only after their existing reservations have been used.
- f. Peak and Off Peak Season Reservations. Time tested and proven methods of membership parity have demonstrated the needs for a flexible approach to handling peak and off-peak membership usage. While the Association is managed to prevent competitive hunting, it is unavoidable that several hunters will identify perceived “honey holes” during particular periods of the seasons and attempt to monopolize a particular facility. An example is a duck hunter that attempts to hunt one particularly productive duck blind every time he hunts. With an open reservation limit during peak usage periods an opening is created for others to hunt that same blind. This rule prevents any one member from monopolizing any one piece of ground or blind. To this end, the two paragraphs below have been what has shown to effectively prohibit monopolization by any one member and allow all members equal access to all Association facilities.
 - (1) During peak usage periods members will be limited to not more than three open reservations per deer and upland hunting and two for duck and spring turkey. This does not mean members are limited to three hunting days. Each member will be able to hunt as they desire requiring only modifying his reservations in one to three day increments to match the hunting he desires to accommodate weather changes, habitat desires, etc. Peak season will generally be from October 1 through December 31 and April 1 through May 31.
 - (2) During low usage periods the three-day rule may be expanded to allow for longer periods of reservations.
- g. Antlerless deer reservations see the deer hunting section.

16. Foot Hunting and Scouting Only: (No other membership activity does so sour landowner relationships than driving vehicles onto private property.)

- a. Hunting vehicles to include ATVs shall be parked parallel to the road boarding the property or just inside and off to the side of a gate (allow tractor access through the gate). Do not drive vehicles into or across Association facilities.
- b. Exceptions are strictly limited to, and as stated on, those properties so identified on the Association property maps for retrieval of properly tagged deer or moving equipment to or retrieving equipment from waterfowl areas.
- c. On properties that permit vehicle access, no vehicle may be driven across, through or alongside standing crops or anywhere when any rut would be left behind.
- d. At no time are horses permitted on Association properties.

17. Members' Conduct, Other Prohibitions and Duties:

- a. Each member, member's family and member's guest shall comply with the "Conditions of Membership," all federal, state and local game and gun laws. All shall conduct themselves as ladies, gentlemen and sportspersons at all times reflecting in a positive manner on the Association's reputation.
- b. Alcohol is prohibited on Association facilities.
- c. As a material condition of this agreement, Current as well as former members within the five years past, are not permitted under any circumstances to negotiate separate land access with any landowner under a current land contract agreement with the Association, or any landowner that was under contract with the Association within the last five years. Failure to comply with this material condition of this Agreement shall result in automatic termination of the Member's privileges with the Association and shall subject the Liquidated Damages section stated below.
- d. Remove all waste to include spent shells from all Association facilities.
- e. No commercial activities on Association facilities.
- f. No target shooting on Association facilities.

- g. No infringement on other member enjoyment of Association facilities.

18. Liquidated Damages:

In the event that a Member violates paragraph 17(c) of the "Conditions of Membership," Member expressly agrees that in addition to reasonable attorney's fees and costs arising out of any litigation, the Association shall be entitled to recover as liquidated damages for such breach as follows:

\$12,500.00 for each property the Association loses as a result of the breach if the total property lost is in excess of 1000 acres (waterfowl property not included);

The sum total of \$6,500.00 for each property the Association loses as a result of the Member's breach if the property is less than 1000 acres (waterfowl property not included); and

\$15,000.00 for each property the Association loses as a result of the Member's breach if the property lost was intended for the primary purpose of waterfowl hunting.

19. Upland Bird Hunting:

- a. Small groups of members may hunt together however; large group drives are not permissible.
- b. Bird cleaning refuse will be bagged and hauled off Association facilities.
- c. Foot hunting only.
- d. See dogs paragraph.
- e. See Guest paragraph.

20. Waterfowl Hunting.

- a. Skybusting or shooting at game out of range is the capital crime of waterfowl hunting.
- b. Each hunter is allowed only one gun loaded or unloaded in a blind.
- c. Keep dogs on a lead while hunting with other members in a blind. Also, inform the office at the time each reservation is made if hunting a dog from a blind. Wade-in areas do not require this notification.
- d. Honor the other man's call. Do not pass shoot ducks or geese working

adjoining blinds.

- e. Waterfowl leases are for waterfowl hunting only.
- f. Do not tear down cover from blinds.
- g. Do not leave trash in blinds.
- h. Goose spreads may be left in the field overnight at the owner's risk for the next day's hunt assuming a reservation exists.
- i. Warning for all waterfowl hunter. **Floodwater** is **extremely hazardous!** Each hunter should verify existing water-flood conditions and conduct his hunt with extreme caution. Each hunter should be aware of the possibility that water levels can rapidly change. If the water level looks problematic, it probably is! Do not take unnecessary risks on your personal safety just to harvest a couple of ducks. The Association does not nor can they know whether a flood condition exists as conditions are likely to change from day to day. As always, the Member assumes many known risks associated with hunting.
- j. If you arrive late to a blind and other members are hunting a blind nearby, wait until the early flight activity settles before setting up or approaching your blind.
- k. See guest paragraph.

21. **Deer Hunting.**

- a. No spotlighting, shining, or any other darkness activity where illumination is directed on Association facilities is permitted.
- b. No wooden tree stands or tower blinds. Climbing, lock-on, tripod, ladder stands and screw-in steps are permissible. All tree steps and stands must be removed by the end of hunting season. Ground blinds may also be used. Stands may be left hung before and during the season at the owner's risk. Hunters must hang their own deer stands. Safety equipment must be used at all times to prevent any potential injuries.
- c. Deer may be field dressed at the point of harvest and refuse left in the field. Skinning or any other processing of the deer is not permitted on Association facilities.
- d. Tree branches may be trimmed from stands.
- e. Kansas and Iowa deer tag recipients are required to send a copy of their

tag to the MAHA office before reservations can be accepted. A deadline to mail a copy of all tags will be set yearly.

- f. Buck tag holders have priority over Antlerless tag holders for all reservations during the regular firearms and archery deer season.
- g. Designated property units will be assigned to and limited to Antlerless only tag holders during the regular firearms and archery deer season. This restriction does not apply to the late Antlerless only firearms deer seasons.

22. **Target Shooting** is not allowed on Association facilities.

23. **Trapping** is not permitted on Association facilities.

24. **Guide Service** in any description is not permitted on Association facilities. This is strictly a use-on-your-own organization.

25. **Commercial Activities** are prohibited on Association facilities, which include a non-member filming a member hunting with a video or any other type of camera.

26. **Entire Agreement:** This Agreement represents the entire agreement between the parties relative hereto and neither party shall be bound by any statement or representation not incorporated herein or specifically by reference. This Agreement shall supercede any and all previous agreements between the Association and the Member. This Agreement shall survive any forced and/or voluntary termination of his or her Membership with the Association.

27. **Severability:** In the event any portion of this Agreement were to be deemed by any legal authority to be in contravention with any governing law, the remaining portions of this Agreement shall remain enforceable and in effect for all other purposes.

28. **Arbitration.** It is the express intent of the Association and its Member(s) that any and all legal disputes or claims for relief, regardless of the nature of the claim or controversy, shall be submitted to binding Arbitration and in accordance with the Federal Arbitration Act. Neither the Association nor the Member shall have any right to any State or Federal Court proceeding except for the limited purpose of enforcing Arbitration and/or any awards that arise therefrom.

- a. Any Member or the Association requesting legal relief shall make a written demand for Arbitration. If a Member is demanding Arbitration, the written request shall be made to the Association's administrative offices in

Grandview, Missouri. If the Association is demanding Arbitration, it shall be made via mail to the address of the Member. The demand shall include a general description of the claim for relief, the monetary amount of relief demanded and/or any specific performance demands.

b. Any party responding to a demand for Arbitration shall respond in writing within thirty (30) days of receipt of the demand identifying a proposed Arbitrator for the proceedings.

c. Within fifteen (15) days of the responding party's identification of a proposed Arbitrator, the demanding party shall reply in writing and state whether the proposed Arbitrator is agreeable, or designate an alternative Arbitrator for the proceedings. If the demanding party fails to timely reply to the responding party's identification of a proposed arbitrator, it shall be deemed a waiver of the demanding party's right to contest the responding party's arbitrator designation and the parties shall proceed accordingly to binding arbitration with the Respondent's proposed arbitrator. If the demanding party timely identifies an alternative proposed arbitrator, then the Responding party shall have an additional fifteen (15) days to accept or decline the demanding party's proposed alternative Arbitrator. In the event the parties cannot voluntarily agree to an Arbitrator under the stated process, the parties shall submit the dispute to the American Arbitration Association in Kansas City, Missouri for a selection process where each party has three (3) preemptory strikes to a total list of seven (7) potential Arbitrators provided by the American Arbitration Association. The remaining Arbitrator shall then govern the parties' dispute.

d. All Arbitration hearings shall take place in the Kansas City Greater Metropolitan area.

e. Any proposed Arbitrator shall reside in the Kansas City Greater Metropolitan area.

29. **Choice of Law:** Any and all legal disputes arising out of this Agreement shall be governed by the laws of the State of Missouri.

