

**HUNTING SEASON
MEMBERSHIP BYLAWS
2021/2022**



MILFORD HILLS

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HUNTING SEASON MEMBERSHIP BYLAWS 2020/2021

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General Description of Membership

Section 1.1 MEMBERSHIP OPPORTUNITY:

The Membership Bylaws offer you an opportunity to become a member of Milford Hills Hunt Club (the “club”). The Club offers use of Five Star upland hunting and access to The North Lodge and Trading Post at Milford Hills.

Section 1.2 SPECIAL MEMBERSHIP BENEFITS:

In addition to exceptional facilities and extensive hunting and shooting activities for Members, the club offers a number of attractive benefits, including:

- No Assessments – in no case are Milford Hills’ Members subject to any capital assessments. Milford Hills is a privately owned and operated club and reinvests 90% of its earnings back in to the facility for club enhancements and expansion.
- Basic bird cleaning – no fees.
- Extra birds harvested – no fees.

Section 1.3 PRESENCE OF MEMBER

It is mandatory that the member is present for ALL scheduled hunts. If member is not present, Milford Hills will charge \$100 sponsored guest fee to the members’ account.

Section 1.4 AVAILABILITY OF MEMBERSHIP IS LIMITED:

Memberships are limited in number. This limitation ensures the satisfaction of our Members and provides a positive experience for all.

Section 1.5 CAREFULLY REVIEW ALL MEMBERSHIP DOCUMENTS:

Anyone desiring to obtain a membership should carefully read these Membership Bylaws and all of the referenced documents.

Section 1.6 RELY ONLY ON INFORMATION IN THIS MEMBERSHIP BYLAWS DOCUMENT:

No Representative of Milford Hills is authorized to give any information not contained in these Membership Bylaws or the referenced documents. If such information is given, it may not be relied upon as authorized by the Club. In the event of a conflict between the terms of membership contained in the Membership Bylaws, the Rules and Regulations and Applications for Membership with other printed materials, the Membership Bylaws, Rules and Regulations and Applications for membership shall govern.

Section 1.7 MEMBERSHIPS AT THE CLUB ARE OFFERED ONLY FOR RECREATIONAL PURPOSES:

Memberships at the Club are being offered exclusively for the purpose of permitting Members recreational use of Club Facilities. Memberships should not be viewed as an investment and no Member should expect to derive any economic benefits from membership at the Club. No Federal or State authority has passed upon or endorsed the merits of these Membership Bylaws.

HUNTING & SHOOTING RULES AND REGULATIONS

Section 2.1 HUNTING RULES AND REGULATIONS:

- I. Always check in at the Hunt Check-in area of the Clubhouse before and after each hunt.
- II. Blaze orange hat required, 50% blaze orange attire strongly recommended.
- III. The member shall be present for all scheduled hunts. If not, a \$100 sponsored guest fee will be applied to the members account.
- IV. Eye and ear protection required for any person in the field.
- V. All hunters are to drive no more than 15MPH on all access roads at Milford Hills
- VI. Hunters must always stay within their designated field for that hunt. Field maps are provided, and all hunters agree to an understanding of field boundaries before hunting.
- VII. All hunters must adhere to the laws of the State of Wisconsin governing the operation of the game farm.
- VIII. Hunting hours are defined by the Club at the time of the hunt.
- IX. A Maximum of **four** hunters are allowed per field, per hunt.
- X. Payment for birds is on a 'Bird Released' basis. All hunters agree to pay for the number of birds released into the field.
- XI. Hunters under the age of 16 must have a valid Hunter's Safety Certificate to hunt on Milford Hills property.
- XII. Dogs must remain on leash until the hunt has begun. Untrained or wild-running dogs are not permitted. Puppies of training age are permitted for training purposes only.
- XIII. No shooting is permitted within 250 feet of any occupied buildings or within 100 feet of any paved roadways.
- XIV. Absolutely no consumption of alcohol is permitted before hunting or shooting. Any person that has consumed alcohol will not be allowed to hunt or shoot.
- XV. Milford Hills reserves the right to deny hunting or shooting by anyone who displays characteristics of alcohol or other drugs consumption.
- XVI. Please pick up all empty shell casings and other litter in your field after your hunt in order to ensure the best experience for all hunters.
- XVII. No smoking of any kind in the fields to prevent any loss of Milford Hills field property.
 - a. Member responsible for any charges due to loss of cover or grounds due to neglecting rules and regulations
- XVIII. No carry-ins of food or beverages are allowed on the premises.
- XIX. Member is to be held liable for his or her guests while on the property of Milford Hills.
- XX. Birds cannot and will not be carried to future seasons. Please refer to section 3.1 for details.
- XXI. All club rules are subject to change, as conditions require.

MEMBERSHIP PRIVILEGES

Section 3.1 DESCRIPTION OF MEMBERSHIP PRIVILEGES:

Each person who acquires a membership will be entitled to use the Club Facilities in accordance with his or her category of membership and the terms and conditions of these Membership Bylaws.

Dog and Handlers: Pointing and Flushing dogs available - \$110 member price, with additional gratuity allowed. 24-hour notice for all cancellations, otherwise account will be charged the full amount (\$110).

Minimum Pheasant Release:

- September 12, 2021, through February 28, 2022: 6 pheasants per field Monday – Thursday / 10 pheasants per field Friday, Saturday, and Sunday. December 23-31, 2021: 10 pheasant minimum. March 1 through April 10, 2022: 10 pheasant minimum per field.
- Chukar, Quail, or Pigeons do not apply toward minimum bird release.
- Hunt cancellations must be made at least 48 hours in advance. Hunt cancellations within 48 hours may be subject to a charge of the minimum release at the discretion of Milford Hills staff.
- Must use membership birds prior to purchasing additional birds. (Excluding Specials).

Responsibility of Member:

- Each member agrees to be responsible to release and hunt all birds on Milford Hills property
 - Any personal or corporate policies forbidding the member from utilizing membership, is the choice of the member, and will not be held against Milford Hills.
- It is each members responsibility to use the allocated membership birds by seasons end. Milford Hills holds a firm end date of April 10, 2022.
- Birds will not be rolled over to the upcoming season
- All membership birds are to be hunted on the grounds of Milford Hills.
- The Member is responsible for his or her guests while on property at Milford Hills. The member is responsible for each guest to sign Milford Hills' liability waiver before each hunt
 - Milford Hills takes no liability or responsibility of the actions made by the guest of a member
 - Milford Hills has no liability for any property damages to personal property of members or guests of members

_____ **Initials**

Additional Members on Account:

- Some membership accounts (12, 10 gauge, and Elite) welcome an additional member to the account for a charge of \$300.
- Any additional member added to the account must be awarded birds from the membership.
 - Milford Hills does not allow an additional member to be added to a membership account unless birds are being purchased to be on the account of the additional member
 - Additional member must purchase birds at membership pricing
 - No additional members will be added to a membership account without having member pheasants for their personal account

MEMBERSHIP INFORMATION

Section 4.1 CLUB GUEST PRIVILEGES:

Members may have guests use Club Facilities in accordance with their category of membership and the Rules and Regulations of the Club. The Club may limit the number of guests and the number of times a particular guest may use the Club's facilities during each membership year. Each Member is responsible for any unpaid charges by his or her guests. In the event a Member would like to send a guest to Milford Hills without being in attendance, a \$100.00 Sponsored Guest Field Fee will be incurred by the hosting Member, and can be paid either by the Member or by his or her guest.

Section 4.2 DOG TRAINING

Dog training is available throughout the hunt season in the training field. Otherwise, the minimum pheasant release will apply. Dog training available in all fields throughout the summer months by appointment. Birds for dog training are available by request. We cannot make any guarantees to have birds on premise. Please call the Club to schedule summer training. The cost for summer training birds may vary.

Section 4.2.1 INJURY TO DOGS

Milford Hills will be held harmless to any dog injuries caused by hunting or being on the grounds of Milford Hills. Member and guests assume all risks of having his/her own dog to hunt on property. The Club is not liable for any injury sustained by hunting dog while in a hunting field, roadway, parking lot or anywhere on the grounds of Milford Hills. Member will be held accountable for any damages to another dog due to reckless driving or not being responsible on the grounds or hunt fields of Milford Hills.

Section 4.3 DUES, FEES AND CHARGES:

- The Club will determine the amount of dues, fees and charges to be payable by Members each year. Dues shall be payable at any point during the year, until the close of the hunt season. Membership dues will not be prorated for the year, as the membership retains the full bird count when purchased. Published pricing includes a 3% discount for cash or check payments.
- Memberships must be paid in full before April 30, 2021, to receive 5% saving on membership fees.
- **No birds will be allocated until membership fees are paid in full, and bylaws completed.**
- Memberships can only be refundable, before September 12, 2021. A 15% surcharge will be applied to refund any membership before September 12. **After September 13, memberships are non-refundable.**
- Invoices can be created for expense purposes. Milford Hills will only write invoices for birds or hunts. The Club will not falsely write invoices to hide birds or hunts.

Section 4.3.1 INITIATION FEE, LEAVE OF ABSENCE:

- Any new member to join The Club is subject to a \$500 non-refundable initiation fee.
- All current members who have an active membership for the 2020-2021 membership season are exempt from any initiation fee charges.
- Any current member who keeps an active membership status will never incur the initiation fee charge.
 - Must rejoin by December 1st, 2021 for each season, otherwise membership classified as inactive
- Any former member who currently does not hold a membership account will be responsible to pay initiation fee to rejoin The Club.
- Any new member or inactive member that is added to a shared membership is subject to the full \$500 non-refundable initiation fee.

LEAVE OF ABSENCE:

- In the case of medical, or relocation circumstances, you may submit a written request for a leave of absence.
- If approved, a leave of absence is for a 12-month period from the time of approval.
- You must notify Milford Hills in writing prior to the anniversary of your leave, whether you wish to reinstate your membership.
- No birds will be transferred to upcoming seasons due to an approved leave of absence.
- After the seasons membership concludes, you are welcome to re-sign for your membership.
- If you do not rejoin after the leave of absence, any future membership would be subject to an initiation fee charge.
- No leave of absence will be approved after July 1st, 2021 without a current membership paid in full for the 2021-2022 season.

Section 4.4 BIRD CLEANING:

All harvested birds will be cleaned complimentary by Milford Hills. Please allow our cleaning team some time following your hunt to get your birds cleaned. The standard cleaned bird will include the breast on the bone, thighs and legs.

***A \$2.50/bird charge will be incurred if you wish to have your birds breasted and fileted. A fee may be associated to any requests that differ from our standard bird cleaning.**

Section 4.4.1 BOOKING HUNTS:

All members will have access to our online scheduling system to book your hunts. The following shows how far in advance a member can schedule a hunt.

20 Gauge- 6 weeks.

16 Gauge- 8 weeks.

12 Gauge- 10 weeks.

10 Gauge- 12 weeks.

Elite- Throughout entire season.

The duration of the upland season at Milford Hills is seven months. Please be sure to book and hunt all membership birds by April 10, 2022. Milford Hills holds zero liability for any unused, unshot, or unreleased birds. It is the responsibility of each member to be sure to use all purchased pheasants by the sanctioned ending date.

Section 4.4.2 EXTRA BIRDS:

Member bird price for extra birds for September and October for each gauge of membership:

20 Gauge - \$30 per bird

16 Gauge - \$29 per bird

12 Gauge – \$28 per bird

10 Gauge - \$27 per bird

Elite - \$26 per bird

Please note: Bird prices increase by \$1 for all Membership Gauge every month through April.

Section 4.4.3 COMPLIMENTARY MATCHED BIRDS:

Membership dues that are paid in full prior to March 31, 2021, will receive complimentary matched birds according to the chart below.

- Membership groups are fully responsible for the allocation of their complimentary matched birds amongst the group of members.
- Milford Hills holds no liability on the allocation and splitting of complimentary matched birds between members.
- Complimentary matched birds are only valid from September 12, 2021, through October 31, 2021.
- Complimentary matched birds will not carry over into your bird inventory after October 31, 2021.
- Milford Hills will match up to 6 chukar per complimentary matched hunt.
 - The Club will match Chukars dependent on the members pheasant release.
 - No Chukars will be rolled over in the case less than the maximum of 6 chukar are released per hunt.
- No Exceptions

Breakdown of awarded matched hunts:

20 Gauge	No Matched Hunt
16 Gauge	2 Hunts
12 Gauge	3 Hunts
10 Gauge	4 Hunts
Elite	5 Hunts

Section 4.5 HUNT SESSIONS:

September 12th through October 31st

Monday through Friday: 8:00 am – 12:00 pm and 12:30 pm – 4:30 pm.

Saturday: 8 am

Sunday: 7:00 am – 10:00 am, 10:15 am – 1:15 pm and 1:30 pm – 4:30 pm.

November 1st through January 31st

Sunday through Friday: 8:00 am – 12:00 pm and 12:30 pm – 4:30 pm.

Saturday: 7:00 am – 10:00 am, 10:15 am – 1:15 pm and 1:30 pm – 4:30 pm.

*Hunt sessions subject to change during the week of Thanksgiving and Christmas

February 1st through February 28th

Sunday through Thursday: 8:00 am – 12:00 pm and 12:30 pm – 4:30 pm.

Friday and Saturday: 7:00 am – 10:00 am, 10:15 am – 1:15 pm and 1:30 pm – 4:30 pm.

March 1st through April 10th

Sunday through Saturday: 7:00 am – 10:00 am, 10:15 am – 1:15 pm and 1:30 pm – 4:30 pm.

10 pheasant minimum per field.

Holiday Hunt Hours

November 26, 2021: 7:00 am – 10:00 am, 10:15 am – 1:15 pm and 1:30 pm – 4:30 pm.

December 24, 2021: 8:00 am – 12:00 pm ONLY

Section 4.6 NO ASSESSMENTS AGAINST MEMBERS:

Members will only pay membership dues, fees and other charges established by the Club. Members are not subject to any liability, or capital or operating assessments that would be incurred by the Club. Milford Hills will pay any operating deficits incurred in the operation of the Club and will retain all operating revenues resulting from the operation of the Club.

Section 4.7 MEMBERSHIP YEAR OF THE CLUB:

The Club's Membership year constitute the twelve-month period commencing May 1, 2021 – April 30, 2022. The Club does not prorate memberships based off the time of year in which you join. The membership includes the fixed number of pheasants to be hunted during the 2021-2022 hunt season in which the dates have been outlined throughout the document.

Section 4.8 PENALTIES FOR LATE PAYMENT:

Members authorize all charges incurred on their account with the Club. These charges are to be paid within 30 days of the billing date. Any bill that remains unpaid for more than thirty days after the billing date will be charged 15% interest, compounded monthly, and will immediately be charged to the Member's credit card on file.

The member charge account at Milford Hills is a privilege. If bill remains unpaid, and Milford Hills has to make multiple attempts to collect, said member will have house charge account privileges revoked.

Member is responsible for any legal or collection agency fees in the case any balance is unpaid after 30 days. The Club will not be responsible for these charges. Any collection or legal fees will be in addition to the total bill due by the member. Member will also be responsible for any administrative labor at rate of \$100 per hour.

Upon approval for membership, Members certify that all credit card information on file is valid. Members are required to maintain a valid credit card on file with the Club at all times. If valid credit card is not kept with Milford Hills, The Club has the right to freeze the use of the member house account. Members also agree that any disputes relating to charges at the Club will be brought to the attention of the Club promptly.


Section 4.9 ACKNOWLEDGMENT OF MEMBERSHIP RIGHTS:

Membership at Milford Hills permits the Member to use Club Facilities in accordance with these Membership Bylaws and the Rules and Regulations, as they may be amended at any time. Membership is not an investment in the Club, its facilities or the company; nor does it give any vested or prescriptive rights, or easement to use the Club Facilities. Membership at the Club does not provide a Member with equity or ownership interest or any other property interest in the Club. A Member only acquires a revocable license to use the Club Facilities.

Section 4.9.1 MILFORD HILLS RESERVES THE FOLLOWING RIGHTS:

- The ability to terminate or modify Membership Bylaws and Club Rules and Regulations.

- These bylaws are for the 2021-2022 season and will expire on April 30, 2022.
 - Expect to see updated bylaws for any upcoming seasons.
- The right to reserve memberships.
- The Ability to discontinue operation of any or all of the Club Facilities, or to sell, lease or otherwise dispose of the Club Facilities in any manner.
- The right to issue, modify, or terminate any type or category of membership, to convert the club into a membership-owned club, and to make any other changes in the terms and conditions of membership or in the Club Facilities available for the use by Members.
- Milford Hills reserves the right to suspend or terminate membership for any act of misconduct deemed unsafe, or found to be prejudicial which deems to be against the best interest of the Club, operator, or staff.
- The right to conclude the season without payout, or bird rollover. This could be due to any type of bird virus, human virus or pandemic, state or federal mandated closures.

MEMBERSHIP TIERS	20 GAUGE	16 GAUGE	12 GAUGE	10 GAUGE	ELITE
 MILFORD HILLS	35 Birds \$1890+tax Individual	50 Birds \$2310+tax Individual	100 Birds \$4515+tax 2 Members Additional Member \$300	200 Birds \$8190+tax 3 Members Additional Member \$300	400 Birds \$16275+tax 4 Members Additional Member \$250
Complimentary Matched Birds Available for Applications Paid in Full by March 31		✓	✓	✓	✓
Bird Cleaning Included	✓	✓	✓	✓	✓
In Field Bird Pickup Included	✓	✓	✓	✓	✓
Annual Individual Range Pass Membership for members on account (\$200 value per member)	✓	✓	✓	✓	✓
Upgrade Membership at Any Time	✓	✓	✓	✓	✓
Member House Charge Account	✓	✓	✓	✓	✓
Online Scheduling System Profile	✓	✓	✓	✓	✓
Member Only Monthly Bird Specials	✓	✓	✓	✓	✓
Member Only Club Events	✓	✓	✓	✓	✓
No Guest Fees	✓	✓	✓	✓	✓
Use of Member Dog Wash Room	✓	✓	✓	✓	✓
Year-Round Access to Dog Training Areas	✓	✓	✓	✓	✓
Dog Training Birds Available Year-Round	✓	✓	✓	✓	✓
Member Locker Room/Shower	✓	✓	✓	✓	✓
50% Off Facility Fees During Business Hours for Meetings/Events (up to \$125 value per use)	✓	✓	✓	✓	✓
50% Off Fees Outside Business Hours for Meetings/Events (up to \$125 value per use)	✓	✓	✓	✓	✓
50% Off Daily Locker Rental (\$5 value per use)			✓	✓	✓
Multiple Members Allowable on Membership			✓	✓	✓
Basic Gun Cleaning Included (\$30 value per use)			✓	✓	✓
50% Off Private Facility Fees Waived for Wedding Events (up to \$625 value per use)			✓	✓	✓
Private Facility Fees Waived for Wedding Events (up to \$1500 value)				✓	✓
10% off North Lodge Bookings (up to \$40 value)				✓	✓
20% off North Lodge Bookings (up to \$80 value)				✓	✓
50% Off Annual Locker Rental with Name Plate (\$200 value)					✓
50% Off Monthly Member Gun Storage (\$10 value)					✓
4 Free Gun Rentals per Season (\$140 value)					✓
8 Sponsored Hunts per Season: Member May Schedule Sponsored Hunts for Guests for Which They Are Not Present*					✓

*Sponsored hunts allow members to schedule hunts for guests/clients and not be present for said hunt. The birds from the sponsored hunt may be deducted from the membership birds. Memberships that do not allow sponsored hunts require that the member be present in the group for each hunt scheduled using their membership or incur \$100 sponsor fee.

Section 5 Release of Liability

I understand that I am entering a public shooting facility at my own risk. I recognize that there are inherent risks associated with hunting at Milford Hills Hunt Club, LLC. (heretoforth "MHHC), including, but not limited to, high levels of noise, the discharge of projectiles from firearms, flying brass (or other debris), gun shot residue and higher levels of heavy metals in the Range area and property. By my signature below, intending to be legally bound hereby, I release and hold harmless MHHC, its employees, instructors, agents, representatives, officers, investors, and owners in regard to my use of their property. This release is encompassing of any and all liability for personal injury (including loss of life) and property damage or loss in connection with any activity on the MHHC grounds. By signing this agreement, I assume the risk of being exposed to COVID-19 or any other health outbreak by partaking in activities at MHHC. I agree to abide by any and all rules or regulations that are associated with MHHC, and accept liability for the consequences of my actions, caused by my firearm(s), ammunition, vehicle, or failure to comply with the procedures that are detailed in the MHHC Range Standard Operating Procedures (heretoforth SOP). The SOP has been made available to me for thorough review, and I agree to abide by all of its policies and procedures. I understand that shooting firearms has the potential to be a dangerous practice, and I will ensure safe firearm handling practices, as outlined in the SOP. I agree to indemnify MHHC from and against any and all claims, demands, damages, losses, liabilities, costs or expenses of any nature (including attorney fees and court costs) which may now or hereafter be sustained by myself, or any other person, as a result of my participation in activities at MHHC. Participation in any activities at MHHC by any minor (any person under the age of eighteen years of age; minor status as legally defined by law) must be countersigned by a parent or legal guardian whom is present. The parent or legal guardian must accompany the minor at all times while the minor is in possession of, or has access to, firearms, ammunition, or other harmful devices or items at MHHC.

APPLICATION FOR MEMBERSHIP

Section 7.5 REVIEW OF APPLICATION FOR MEMBERSHIP:

All prospective Members must be approved by the Club. The Club may require an interview with the Membership Director, and/or other designees of the Club. After receiving the Application for Membership, the Club will determine whether the applicant has satisfied the relevant conditions of Membership. Membership is contingent upon approval by the Club. In the event that the Application for membership is denied by the Club, the applicant will receive a refund of any membership dues previously paid, proportionate to any birds already used, without interest.

Section 7.6 THE CLUB'S OTHER USES:

Milford Hills reserves the right to permit prospective Members to use any or all Club Facilities. The Club also reserves the right to restrict or reserve Club Facilities for maintenance, special events, outings, parties, or receptions in a manner that will not significantly affect the use of Club Facilities by Members.

APPROVED AND ACCEPTED BY:

Applicant's Printed Name Date:

Applicant's Signature Date