

Mid-America Hunting Association Conditions of Membership 2023

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. Compliance with the Association “Conditions of Membership” is a written agreement between each Member and the Association. In the event any Member does not understand any term or portion of the “Conditions of Membership,” that Member assumes and has the duty and obligation to contact management with the Association to ensure compliance with all 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 through the 21st Century. This document sets the conditions for Membership participation within Mid-America Hunting Association. Membership compliance with the “Conditions of Membership” 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 generally 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 this Agreement and all the notifications, explanations, rules, guidelines, updates and other terms contained within, referenced and/or incorporated by this document.
- 3. Association:** As used in this Agreement, shall mean the trade name “Mid America Hunting Association”, including but not limited to its employees, management or agents and related business entity.
- 4. Mid-America Hunting Association:** Shall mean a collective of Members that have the ability to hunt, fish and/or otherwise use certain leased land of the Association on their own with the opportunity to access private land that the Association provides under the direction of a privately held business entity.
- 5. Membership** is a person or a person and immediate dependent family that has been allocated a spot into the Association for access to its resources compliant to the Association's Conditions of 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 expressly reserves the right to refuse Membership 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 or 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. Any Member not compliant to all Conditions of Membership may be disciplined and/or expelled from the Association at the Association's discretion.
- e. Association facilities are available to fully paid Members only, exception limited guests. See paragraph 10, Guests.
- f. Non-hunting immediate, dependent family Members may accompany the Member at no charge. Exception being duck blinds during peak periods.
- g. A Membership term runs 365 days from the date the Member is accepted by the Association. Membership renewals are on the original start date anniversary. Renewals are at the discretion of the Member and the Association.

6. Membership Levels include individual, spouses, multiple dependent child family Memberships. Corporate or "open" Memberships are not authorized.

- a. Individual Membership: A single adult person.
- b. Family Membership: A Family Membership is a combination of an individual (paragraph 6 a) and spouse and/or dependent children. Each Family Member is individually paid and named on the membership.
- c. Dependent children (legal guardianship): Are 18 years of age and under in high school or 21 and under in college and declared on your income tax return.
- d. Children within a Family Membership must hunt on the same numeric/lettered spot as the parent for all land usage.
- e. Fishing and wetlands hunting requires all children to be within arm's reach of the parent Member.
- f. Spouse Add-On: Spouses hunt on the same numbered/lettered spot together at the same time.

7. Membership Materials: Shall mean all materials received from the Association and shall include but are not limited to Membership cards, vehicular identification markers, the "Conditions of Membership", amendments, updates, and/or supplements to the "Conditions of Membership which may be provided from time to time by mail, fax, email, website, publication or otherwise.

- a. Membership cards, vehicular identification markers, maps and all other Membership Materials are the property of the Association. Such materials are provided to Members for personal recreational purposes and to utilize the services provided by the Association 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. Each Member 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 interior rear-view mirror. Members are required to provide their hunting vehicle make, color, model, and license plate number for Association records.

- c. Identification Card. All Members whenever using Association facilities must have in their possession a current Association issued identification card and a government issued photograph identification. Both identifications will be presented to landowners, Association staff, Association land patrolmen or fellow Members on demand. Both the Membership card and the Membership maps together serve as hunt with written permission requirement.

8. Rules: The “Conditions of Membership” include specific rules, permissions, prohibitions, and/or restrictions that 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 deer hunting properties 3 through 11". This means in this instance that the Members have no rights to deer hunt on lands identified as sections 3 through 11 of that particular property unit (a "unit" is the same as a single map sheet in the map inventory).

- 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.
- b. Only activities listed as permissible are allowed on Association land and each requires a reservation.
- c. Any activity not listed as permissible is by its absence not allowed on Association land.
- d. Listed prohibitions are informative for clarity of commonly asked questions. They do include all prohibitions, see paragraph 8.b above.

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

10. Guests. Guests are permitted on a restricted basis.

- a. Guests are not allowed for deer and turkey or related activities usage/presence.
- b. Limited guests are permitted for upland bird and waterfowl.
- c. Guests are not allowed on opening day and opening weekend of any season.
- d. Members will be allowed to take a maximum of one guest each per day and no more than 2 guests per hunting party per day regardless of the number of Members in that party.
- e. Canceled Members are not allowed as guests.
- f. Daily guest reservations will be accepted only when Members are not utilizing a facility to its pre-assigned limit.
- g. Guests are only allowed on Association facilities when in the company of the Member purchasing the guest pass.
- h. Upland Bird Guests are only permitted from the Monday after Thanksgiving weekend through January 15.
- i. Waterfowl guest reservations for weekends will not be taken until after 12:00 on Fridays.

- j. Waterfowl guests are not permitted on Thanksgiving Day, Thursday, through Thanksgiving weekend Sunday.

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 of the Association. In entering this Agreement, Each Member expressly assumes the responsibility of taking precautions to ensure his own safety, the safety of family members, and/or any guest. Each Member expressly assumes all risk to his person and/or property arising out of that Member's use, observation, and/or participation in Association Facilities. 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, including but not limited to bodily injury and/or death a Member causes to a third party.

12. Annual 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 all dues or other indebtedness owed to the Association by his anniversary date shall be canceled from all Membership privileges and shall no longer be authorized to utilize any services provided by the Association.
- b. 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. Current Members' annual dues must be paid in full before access is allowed to any Association resource. Members have the option to renew dues. The association has the option not to renew the membership.
- c. All payments of dues to the Association are non-refundable.
- d. Members who let their Membership lapse, but want to rejoin the Mid-America Hunting Association, shall be subject to the current annual dues schedule.

13. Disciplinary Action:

- a. The Association reserves in its sole discretion 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.

- b. In addition to any legal remedies available as a matter of law, any Member which the Association determines 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 the game in violation of applicable federal or state laws, shall be liable to the Association in the amount equal to a current new Membership.

14. Dogs:

- a. Only dogs owned by Members or guests may be on Association facilities.
- b. Upland hunting is restricted to not more than two dogs per single hunter and not more than 3 dogs per hunting party of Members/guests 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. Off-hunting season dog presence is not allowed.
- d. Members/Guests are solely responsible for the conduct of their dogs.

15. Reservations: for scouting, hunting, fishing, stand/blind/camera placement/take-down/movement, or any other permissible land usage are always mandatory. See paragraph 8

- a. Reservations are on a first-come-first-served basis.
- b. Reservations may be made at the earliest 30 days in advance for any land usage. Thirty-day reservations are not required. Hunters should only make a reservation once they have plans that commit them to be on the land. Less than 30-day reservations are the norm. Or, as late as the day of the land usage. To make a 30-day reservation count back 30 days from the first day on land usage. See illustration. For a telephone reservation, if Online reservation 30-day window begins at 7:00pm CST the evening before midnight of day 30.
- c. Each Member must schedule their own reservation.

30 Day Reservations

October						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1	2	3	4 30 Earliest to make a reservation	5 29	6 28
7 27	8 26	9 25	10 24	11 23	12 22	13 21
14 20	15 19	16 18	17 17	18 16	19 15	20 14
21 13	22 12	23 11	24 10	25 9	26 8	27 7
28 6	29 5	30 4	31 3			

November						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1 2	2 1	3 1 First day of land usage	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

- d. Leased land is identified on maps sheets posted to a Members' only map web site (see sample map at right). Maps are separated and identified by state, county, and unit. Each map sheet is a "Unit". Individual hunting spots on those map units are identified by a numeric or a numeric and alpha identifier. A reservation day may be to that entire unit for upland bird hunting, to a specific numeric/alpha hunting spot for deer or turkey hunting, or to a numbered wetlands blind, pond, lake, field or wade-in/layout boat area for waterfowl hunting.

Example:

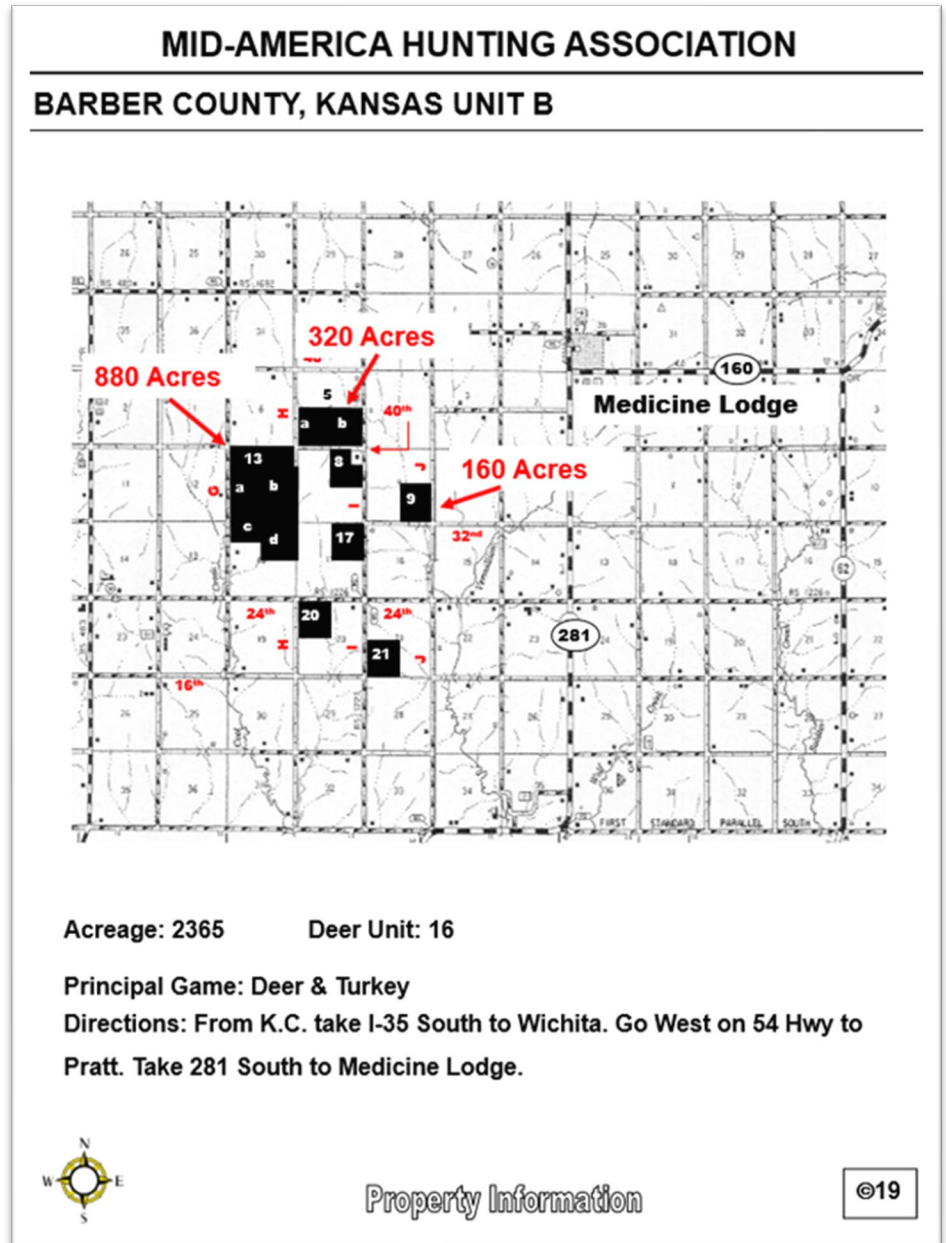
Upland bird: say: "John Doe",
Kansas, pheasant hunting Barber
County, Unit B, November 2 - 4".

Deer or turkey: add the individual
property number/letter say: "John
Doe, Kansas, archery deer, Barber
County, Unit B," property 16b.
November 22 – 24

Waterfowl: provide blind, wade-in
or layout area number say: "John
Doe, Kansas, duck hunting, Barber
County, Unit B, blind 1,
November 14 - 15.

- e. Cancellation of any
reservation is required
if a Member is not
going to be on the land
when he has earlier
made a reservation to
do so.
- f. The maximum number
of land usage
reservations on the
calendar at one time is
a rolling 4 days, but
only 2 of those days
can be waterfowl. It is
common for Members
to make less than 4
reservations at any one
time. It is in the spirit of
the Association not to make a reservation unless having every intention of being on the land.

- g. Reservations limits are not a limit on the total days a Member may be on the land. They are a rolling block of contiguous or non-contiguous days. Once a day has passed the next reservation can be made. The purpose for the daily limit is to have hunters follow through on their plans rather than just randomly make reservations and not use the land.



- h. Below is an example of four contiguous reservation days. The four days are inclusive of the current day plus three future days. Once day one is finished the next or the fifth day's reservation may be made. The purpose of the Therefore, continuing the rolling block of four reservation days. Continue for as many days as that hunter wants to hunt. Waterfowl is limited to 2 days where all other land usage is limited to four.
- i. Reservations do not have to be a continuous string of days. Members may, for example, reserve two days for the coming weekend and two days for the weekend to follow.
- j. One reservation per day per hunter unless a reservation change is made. Members are limited to not more than one change of reservation per day.

16. Landowner Relations:

- a. **Foot Land Usage Only:** We strive to always maintain positive landowner relationships. No other Membership activity disrupts landowner relationships more than driving any type of motorized and/or electric vehicles onto their property.
- b. Vehicles must be parked parallel to the road bordering the property or just inside and off to the side of a gate. Never block tractor access through any farm entry roads, paths, or gates.
- c. Do not drive any vehicle on/across any field or farm lane.
- d. Park more than 200 yards away from any occupied dwelling.
- e. ATV usage is only allowed on waterfowl identified properties in accordance with map sheet specific instructions.
- f. At no time are horses permitted on Association properties.
- g. Electric bikes are not permitted.
- h. Drones are not allowed.
- i. Members are bound to comply fully with these Conditions of Membership regardless of any actual or perceived exceptions presented by landowners or others.

17. Members' Conduct, Other Prohibitions and Other Duties:

- a. Each Member, Member's family and Member's guest shall comply with the "Conditions of Membership," all federal, state, and local wildlife and gun laws. All shall conduct themselves as ladies, gentlemen, and sportspersons at all times in a manner which positively reflects upon the reputation of the Associations.
- b. Alcohol is prohibited on Association facilities.
- c. Remove all trash and harvested game remains from Association facilities.
- d. Permanent feeders are not allowed.
- e. No target shooting on Association facilities.

- f. No infringement on other Members' enjoyment of Association facilities.
- g. As a material condition of this Agreement, current, as well as former Members within three (3) years of Membership, are expressly prohibited under any circumstances to negotiate separate land access with any landowner under a current land contract agreement with the Association, or any landowner under contract with the Association within the last three (3) years. Failure to comply with this material condition shall result in automatic termination of the Member and such Member shall be subject to Liquidated Damages described in paragraph 18 herein and below.

18. Liquidated Damages Applicable Only to Paragraph 17(g):

If a Member violates paragraph 17(g) 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 as follows:

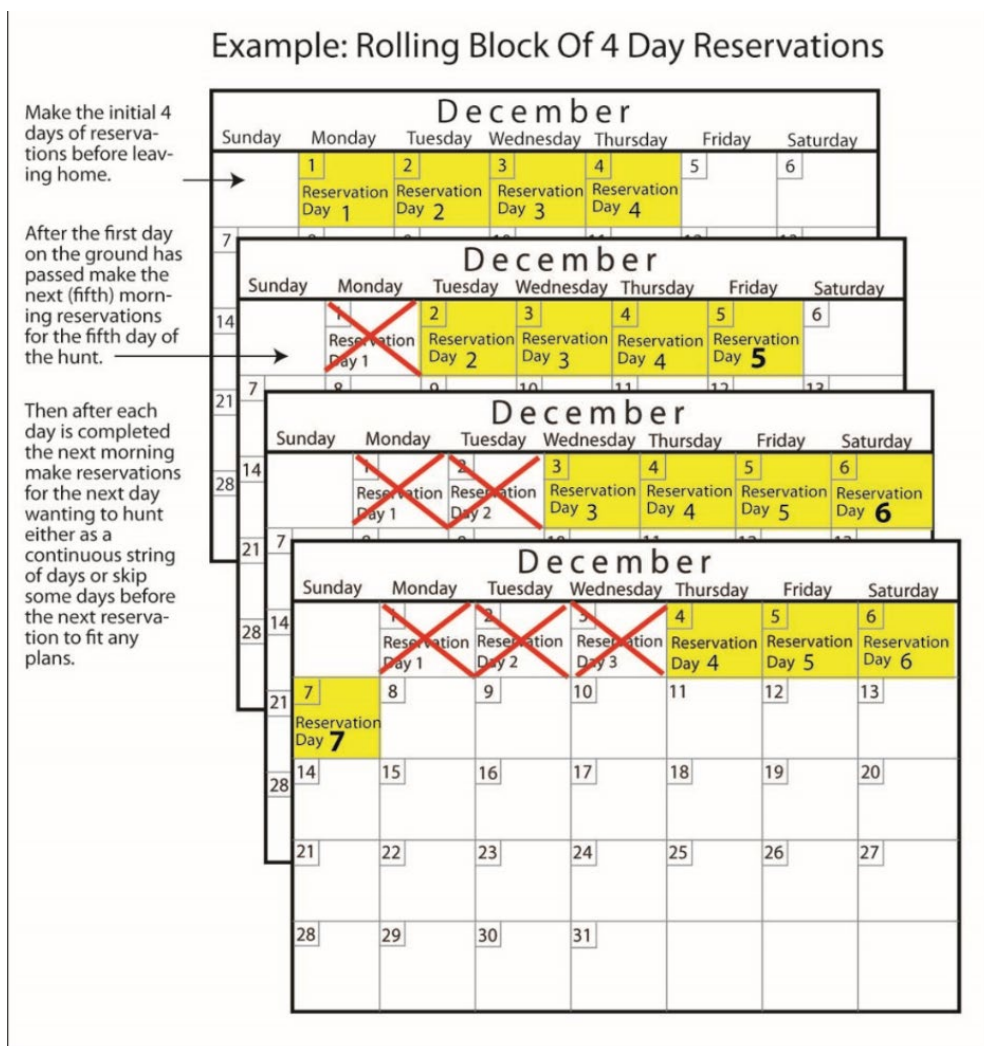
For each non-waterfowl property in excess of 1000 leased acres lost by the Association due to a Member's violation of paragraph 17(g), the breaching Member shall be liable to the Association in the amount of \$12,500.00.

For each non-waterfowl property amounting to less than 1000 leased acres lost by the Association due to a Member's violation of paragraph 17(g), the breaching Member shall be liable to the Association in the amount of \$7,500.00.

For each waterfowl property (regardless of size) lost by the Association due to a Member's violation of paragraph 17(g), the breaching Member shall be liable to the Association in the amount of \$15,000.00.

19. Upland Bird Hunting:

- a. Small groups of Members may hunt together however, large group drives are not permissible.



- b. No hunter is allowed to hunt the same upland bird unit more than two calendar days per 30 day period of the season.
- c. All bird remains must be bagged and removed from all land.

20. Waterfowl Hunting:

- a. Sky busting or shooting at game out of range is the capital crime of waterfowl hunting.
- b. Honor the other man's call. Do not pass shoot ducks or geese working adjoining blinds.
- c. Waterfowl leases are for waterfowl hunting only.
- d. Do not tear down cover from blinds.
- e. Do not leave trash in blinds.
- f. Goose spreads may be left in the field over night at the owner's risk for the next day's hunt if a reservation has been made for that next day.
- g. **Warning for all waterfowl hunters.** 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. If you are not certain do not take risk to your own personal safety or the safety of others.
- h. 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.
- i. Weekend reservations for the same blind, wade-in, lake or pond are limited to either Saturday or Sunday, not both. Exception, after 5:00 pm Friday, reservations will be accepted for a second weekend reservation for the same blind, wade-in, lake or pond if the spot is available.
- j. Bird cleaning refuse will be bagged and hauled off Association facilities.
- k. Peak usage may require the sharing of permanent blinds, lakes, wade-in/layout boat areas.

21. Deer Hunting:

- a. Spotlighting, shining, or any other darkness activity where illumination is directed on Association facilities is not allowed. This is inclusive of states that allow spotlighting, shining or any other description of this activity.
- b. Cameras/blinds/stands by reservation may be hung 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.
 - i. Spikes for steps, any type of lag bolts, wooden tree stands, and tower blinds are not allowed.

- ii. Climbing, lock-on, tripod, ladder stands, ground blinds and removable screw-in steps are permissible.
- iii. All tree steps, blinds and stands must be removed by the last day of the hunting season.
- c. Deer may be field dressed at the point of harvest and entrails left in the field. Skinning or any other processing of the deer is not permitted on Association facilities.
- d. Tree branches may be trimmed for stands and shooting lanes by hand saws only. Electric or gas-powered saws are not permitted.
- e. Baiting is allowed in Kansas only on farms without cattle. Permanent feeders are NOT allowed. All bait must be transported on foot. Baiting is illegal in Missouri and Iowa and is not allowed. Missouri has a 30-day grace period for baiting. This exemption is null and void on MAHA Missouri leases. Mineral blocks are permissible in Missouri but illegal and not allowed in Iowa. All bait and mineral blocks are illegal in Iowa year-round. Baiting and mineral blocks are never allowed in Iowa.

22. Deer Tags: Kansas, Iowa, and Missouri antlered deer tag recipients are required to send a copy of their antlered tag to the MAHA office before reservations can be accepted. Please make sure all information is visible, i.e., your name, state, unit/zone, and what season.

Mail: 11922 Grandview Rd. Grandview, MO 64030

Email: mahamembers@gmail.com

Text: 816-761-3636

- a. Buck tag holders have priority over Antlerless tag holders for all reservations. Tag holders may only scout or hunt the unit/zone they have a tag for.
- b. Opening day Missouri firearm deer season opens on a Saturday. Members with opening day reservations will be given a complementary reservation for the Friday prior to the opening Saturday to hang stands etc.
- c. 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.
- d. The same numeric/alpha spot in a hunting season (Sept 15th through Jan 31st) may not be accessed for any reason more than 14 days by any one Member.
- e. No party, gang or drive hunts permitted.

23. Turkey Hunting:

- a. Blinds may be used.
- b. Dogs may be used in accordance with state regulations.

24. Fur, feral, predator, and vermin: hunting or trapping is not permitted.

25. Off and On Season Land Usage.

- a. Off season land usage is allowed to place/move/remove stands, blinds, cameras, or scout. Reservations required.
- b. During season land usage is limited to hunt reservations only.

26. Fishing: is land usage requiring a reservation limited to Association maps allowing fishing.

27. Membership Commercial Activities: are prohibited on Association facilities, which include but not limited to:

- a. Video of any type beyond personal use.
- b. Dog training.
- c. Publications for compensation, advertising or any other for any income related activity
- d. Guide service to anyone on the Association facilities.

28. Scouting: Is limited to land observation directly in support of a future hunt.

- a. No scouting during hunting seasons. All during hunting season reservations are hunting reservations counting for total day access. Hunting season is 15 September through 31 January and 1 April through May 31.
- b. Not all land is available for off-season scouting. All farms not available for scouting will not be accessible on the reservation system.
- c. No reservation required for drive by on road scouting.

29. 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 expressly incorporated herein or specifically by reference. This Agreement shall supersede any and all previous agreements between the Association and the Member. This Agreement shall survive termination of Membership for any reason.

30. Severability: In the event any portion of this Agreement is deemed unenforceable as a matter of law by Court of competent jurisdiction, the remaining portions of this Agreement shall survive and remain enforceable and in effect for all other purposes.

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

32. Forum and Venue: In the event a Member of the Association seeks legal action arising out of and/or related to Membership with the Association, including but not limited to claims in contract, personal injury, wrongful death, or other tort, any such claims shall be exclusively subject to the jurisdiction and venue of the Circuit Court of Cass County, Missouri or the United States District Court for the Western District of Missouri.