

# **BIG RED OUTDOORS LLC RULES AND REGULATIONS**

**(Adopted by the Rules Commission February 2010 (Revised June 2020))**

## **1) Membership**

### **a) Member**

i) Any person who has fully paid all current dues, who has no delinquent balance, and who is in good standing.

### **ii) Membership Materials**

(1) BRO Club membership cards, vehicle identification signs, reservation system username and password, and any other items used by BRO for member ID are for use only by the member.

### **(2) Vehicle ID**

- (a) Each member on acceptance to the club is issued a vehicle ID with their unique member number.
- (b) This ID must be placed in the member's vehicle (or vehicle using that day) readily visible hanging from the rear-view mirror.
- (c) Members are required to provide their vehicle make, model, color, and license plate number for club records. The vehicle description and license plate number combined with the vehicle ID adds to the club's ability to enforce that only members are using club properties
- (d) Landowners are aware of this club policy and like the fact that they do not have to wonder if a vehicle is supposed to be on their property.
- (e) If it is not visible, many landowners or members will call law enforcement
- (f) If you lose your Vehicle ID contact the office immediately.
  - (i) A new Vehicle ID will be generated and mailed out.
  - (ii) There will be a \$10 charge for the replacement.

### **(3) Membership ID Card**

- (a) Members shall carry their ID card whenever on club property.
- (b) Upon request, the card shall be shown to BRO representatives, landowners, or BRO members.
- (c) If you lose your Membership ID Card contact the office immediately.
  - (i) A new card will be generated and mailed out.
  - (ii) There will be a \$10 charge for the replacement.

### **b) Family Dependent**

- i) As defined by the current Internal Revenue Service Regulations for dependents.
- ii) Spouse and any child of a member still reported to the IRS as a dependent.
- iii) Children
  - (1) Must hunt the same property as the member parent.
  - (2) Must hunt side by side with the member parent.
  - (3) At no time will any child be permitted to hunt on his/her own unaccompanied by member parent.
- iv) Spouse
  - (1) May hunt independently of the member.
  - (2) Must hunt the same property as the member.
- v) All members are entitled to take their family dependents an unlimited number of times.
- vi) Fees
  - (1) Includes Charter, Gold and Silver members
  - (2) Free on all lands unless otherwise indicated.
  - (3) Must pay for dependents on fee farms.
  - (4) Fees are due on/or before the date of reservations.
  - (5) Considered delinquent if not paid before the reservation.

### **c) Guest**

- (1) Any person who is not a member of BRO or a member's family dependent.
- (2) Guest approval shall be at the discretion of BRO.
- (3) It is the member's responsibility to make sure their guests know and follow the club rules.
- (4) The same guest shall be allowed to visit club land only five (5) times during the life of your membership.
- (5) May take as many different guests as you want.
- (6) May take one (1) guest per day for deer/turkey hunting.
- (7) May take two (2) guests per day for any other type of hunting/fishing/camping.
- (8) Inactive members are not allowed as guests.

**(9) Fees (See Paragraph 1, Subparagraph G)**

**(10) Guest Changes**

- (a) Changes in guests/dependents that you named when you made your reservation.
  - (i) Substituting one person for another
  - (ii) Adding additional guests
  - (iii) Reducing the number in your party
- (b) Must be made before 12:00 AM on the day of the reservation.
  - (i) Online through the reservation system
  - (ii) Call the office during normal business hours (9:00 AM – 5:00PM Mon-Fri) at (877) 738-4915.
- (c) Do not take different, guests on club land unless you have notified us in advance of the changes.
- (d) Failure to notify BRO before you enter the property is a rule violation.
- (e) You will still be responsible for payment of any fees which would have been due for the people named on the reservation if you fail to notify us of the change in advance
- (f) Membership is subject to cancellation if you are found taking different or more guests than those listed on your reservation if you did not notify us of the changes in advance.

**(11) Buck Harvest**

- (a) Guests are not allowed to harvest bucks on club property.
- (b) NO EXCEPTIONS

**(12) November Firearm Deer Season**

- (a) No guests allowed the opening weekend of deer rifle season.

**d) Tag Along**

- i) Any person accompanying a member who is not hunting, fishing, or camping.
- ii) No fee for a tag along
- iii) Must have a signed Release of Liability, Hold Harmless and Indemnification Agreement on file.

**e) Associate Member**

- i) No guests allowed.
- ii) Membership is only for the member.
- iii) Pay a per day fee for the type of game/season hunting. (See Paragraph 1, Subparagraph G v)

**f) Release of Liability, Hold Harmless and Indemnification Agreement**

- i) All members, dependents, guests, and tag alongs must have on file with the club before they can use club property.
- ii) No one will be allowed on club property without an agreement on file.
- iii) The member inviting the guest, dependent or tag along is responsible to ensure the agreement is on file.

- (1) Once signed and on file it is good for the lifetime of the membership.
- (2) Any guest, dependent or tag along under the age of 19 must have the agreement signed by a parent or legal guardian since agreements signed by minors are not binding.
- (3) Guest, dependent, or tag along must legibly provide in its entirety their full name, address, phone number and birth date or the agreement is not valid.
- (4) Members must sign all agreements of guests, dependents, or tag alongs as witness of their signature.

- (5) Reservations cannot be accepted until document is on file.
- (6) Members must sign the document as guardians for their minor children.
- (7) Wives of members and children 18 or more years of age must also sign the agreements.

**g) Fees**

- i) The member in whose name the reservation is made will be solely responsible for the payment of all member, guest, and daily use fees due even if the guests are invited by another member of the party.
- ii) Fees are subject to change with reasonable notice.
- iii) Fees are the same for all members with the same type of membership.
- iv) Due at the end of each month.
  - (1) We accept credit cards.
    - (a) Can be kept on file and charged at the end of the month for any fees.
    - (b) Can also be invoiced via PayPal.
  - (2) Checks may be mailed or delivered to the office.
  - (3) Cash accepted in person at our office.
  - (4) Considered delinquent if not paid within 30 days of invoice.
  - (5) BRO will suspend any member and not allow them to make any additional reservations after 30 days until the due amount plus late charges are paid.
  - (6) Club management reserves the right to limit the amount of credit extended to each member.
    - (a) Based on ability to pay
    - (b) Previous payment experience
    - (c) Once credit privileges are abused all future reservations will require payment in advance of the reservation request.

**v) Daily Use Fees for Hunting**

- (1) November Deer Rifle Season                      \$175 per person, per day
- (2) Deer Muzzleloader Season                        \$150 per person, per day
- (3) All other deer and turkey seasons            \$100 per person, per day
- (4) Waterfowl seasons                                \$75 per person, per day
- (5) All other season                                    \$50 per person, per day
- (6) Camping & Fishing                                \$25 per person, per day
- (7) First guest is FREE
  - (a) Former BRO members will ALWAYS pay a guest fee.
    - (i) Pay an additional \$50 per day on top of whatever the daily use fee is for the type of game/season participating in.
- (8) Any additional guest will pay the per day fee for the type of game/season participating in.

**vi) Land Management Fees**

- (1) A member may earn land management fee credits by participating in workdays.
  - (a) One per day credit for every workday worked.
  - (b) Must be used in the upcoming season, no carry-overs.
- (2) Property N0160 Units A & B
  - (a) Flat rate per day fees.
  - (b) November Deer Rifle Season            \$30 per day
  - (c) Deer Muzzleloader Season                \$20 per day
  - (d) All other deer & turkey seasons        \$10 per day
- (3) Property N0030A Units C-F & H
  - (a) Flat rate per day fees.
  - (b) All deer & turkey seasons                \$5 per day
- (4) Waterfowl Property Management Fees
  - (a) The fee covers the cost of propane (where available) and blind maintenance.
  - (b) Each member included on the reservation will pay a flat rate fee.
  - (c) The daily fee is \$5.
  - (d) Includes the following properties:
    - (i) Property N0200b

## **vii) Lodging Fees**

- (1) All lodging reservations will be made by calling the office or emailing.
  - (a) Location of lodging needed
  - (b) Names of those that will be with you.
  - (c) Dates needed
- (2) You do not have permission to use any of the leased lodging unless you have a confirmation email from BRO.
- (3) Ensure you bring your own bedding, pillows, and towels.
- (4) Property N0070 Bunkhouse
  - (a) Flat rate per day \$25 per day (rate set by landowner)
  - (b) No shower or indoor toilet. Outhouse only.
  - (c) Electric provided by propane generator during charging of batteries. Then it is provided by 12 volts.
  - (d) Propane heat. Bring your own tank.
  - (e) Hot plate for cooking.
  - (f) Deep sink with limited water for rinsing dishes.
  - (g) Take your trash with you when you leave.
- (2) Property N0030 Trailer House
  - (a) Flat rate per day \$5 per day
  - (b) Each member using pays the fee.
  - (c) Living area with couches, chairs, TV, and DVD player.
    - (i) Several DVDs already on location.
    - (ii) Feel free to add to the collection.
  - (d) Running water in the trailer through the end of the November Deer Firearm season. After that it is shut off and the hydrant outside will still have water.
  - (e) Full kitchen with stove/oven, microwave, toaster, utensils, refrigerator/freezer, coffee maker, etc.
  - (f) Dining area with table and 6 chairs.
  - (g) Propane grill – bring your own tank.
  - (h) Two (2) bathrooms with toilet, shower and sink in both.
  - (i) Three (3) bunks in the back bedroom for a total of six (6) beds.
  - (j) One bunk in the front bedroom for a total of two (2) beds.
    - (i) Reserved for the ladies.
  - (k) Take your trash with you when you leave.
  - (l) Hang deer in three-sided run in on west side of trailer.
  - (m) The machine shed next to the trailer is **not for member use**.

## **2) State and Federal Rules, Regulations, Laws, Etc.**

### **a) Applicable**

- i) All state and federal rules, regulations, laws, etc. currently in force shall be a part of BRO rules as if written here.
- ii) Shall be rigidly adhered to by all members, family dependents, and guests of BRO.
- iii) Reserving member is responsible for informing all people in his/her party what licenses are required and ensuring they have all the licenses they need.

### **b) Violations**

- i) All violations shall be promptly reported to the proper enforcement authorities.
- ii) Failure to report another member's violation(s) is considered a rule violation.

### **c) Summons, Tickets, Etc.**

- i) Any member, family dependent or guest receiving summons or tickets while hunting on BRO property must be reported to BRO by the member

- 3) **Safety** – Accidents do not just happen, they are caused. If every hunter abides by common sense safety rules then there would not be any accidental injuries, deaths or property damage caused by guns or arrows. Hunting club insurance is expensive and difficult to get. If we have an accident, our rates will either

increase or our insurance could be cancelled. Cancellation would mean we would have to cease doing business until we find another firm willing to insure us, if at all. Our success and your continued enjoyment of hunting depend on the safety practices of every member.

a) **Responsibility**

- i) Every BRO member shall be responsible for themselves and their family dependents and guests
- ii) Conduct all actions in a safe manner
- iii) Always observe safety rules

b) **Hunter Safety Regulations**

- i) All members, family dependents, and guests must meet all legal requirements of federal and/or state regulations regarding hunter education.
- ii) Current hunter safety cards, where legally required, must be carried while using BRO property.

c) **Accidents/Violations**

- i) Any accidents, violations of safety regulations, or unsafe conduct shall be reported to BRO by the member.

4) **Alcohol or Illegal Drug Use**

a) **Use on BRO property**

- i) The consumption or use of alcohol or illegal drugs while on club property is strictly prohibited.
- ii) The ONLY exception to this rule is if you are staying in one of our leased lodging facilities.
  - (1) You may have alcoholic beverages for your consumption after the hunt.

b) **Under the Influence**

- i) The use of BRO property by anyone under the influence of alcohol or drugs is strictly prohibited.
- ii) Under the Influence shall be as legally defined by the Motor Vehicle Laws in the state where using BRO property.
- iii) A minimum of 2 hours per drink shall pass with a minimum of 8 hours after drinking before entering BRO property.

c) **Transportation of Alcohol or Drugs**

- i) The transportation in any form of illegal drugs on BRO property is strictly prohibited.
- ii) The transportation of alcohol in sealed containers on BRO property is not a rule violation unless the information on a specific property prohibits such transportation.

d) **Violation**

- i) Any violation of these rules shall be reported to BRO.

5) **Landowner**

a) **Landowner Rights**

- i) The landowner has rights that take precedence over hunting rights.
- ii) BRO members will not interfere with farm activities such as farming, lumbering, cattle operations, etc.

b) **Responsibility to the Landowner**

- i) Every property leased by BRO is covered by a comprehensive, formal lease which spells out specific responsibilities which the club and landowner jointly agree to comply with.
- ii) Our lease agreements must be followed to the letter, by all members and guests, to preserve the integrity and honor of the club.
- iii) All terms of the lease are reasonable, logical, sensible and entice landowners to lease to BRO.
- iv) Many landowners who lease to BRO would not even consider allowing hunters on their land before Bro approached them and **guaranteed them, we would follow the rules shown in this book.**

c) **Landowner Requirements**

- i) Individual landowners may have specified certain requirements such as, check at the house before hunting, do not open certain gates, etc.
- ii) When using the reservation system these requirements are found under the Description Tag.
- iii) If reserving by phone requirements will be verbally transmitted by BRO personnel.
- iv) These requirements should be strictly adhered to by all BRO members, family dependents, and guests.

d) **Lease Terms**

- i) BRO members and their guests are strictly prohibited from discussing any terms of BRO's lease with any landowner who is leasing land to BRO.
  - ii) Members who are interested in exploring personal land leases should respect the club's prior rights and avoid any conversations with landowners which might compromise the club's proprietary rights.
  - iii) Any person who leases or attempts to lease directly, or indirectly, any leased BRO land which they are introduced to through their membership or as a guest of a member, will be permanently banned as a member and guest from all BRO land thereafter, unless their first attempt to lease is made at least 5 years after the expiration of the last BRO lease on the same land.
- e) **Landowner Contact**
- i) Never phone the landowner unless your call has first been approved by the office.
  - ii) When you are on the farm you have reserved, if you see the landowner you should wave, exchange greetings, and be friendly.
  - iii) Do not go out of your way to interrupt the landowner if it is obvious he/she is very busy and doesn't have time for a conversation but don't ignore him/her if he/she is close enough to say hello.
  - iv) Landowners do like to know that we appreciate the opportunity to use their land.
  - v) You can complement the landowner on his/her land but do not tell him/her the land is the best or better than our other land. If he is told his land is superior our cost may go up.
  - vi) If a landowner wants to discuss club business, refer him/her to the office, or offer to tell him/her you will ask the office to call him/her.
- f) **Landowner Relations**
- i) We value your membership greatly and hope our association with you lasts many years, but we think it is only fair to tell you that we value our relationship with landowners even more.
  - ii) It is not easy to get the hunting rights to good quality land at a price which keeps membership affordable.
  - iii) To avoid antagonizing landowners remember to leave nothing on the land that you carried onto it.
    - (1) Trash, spent shells, metal pull tabs, plastic bags, etc. should never be left behind.
    - (2) If you can carry it on the land, you can carry it off the land.
    - (3) Insignificant things can end up costing lots.
  - iv) If you do not follow the rules and you cause the club to lose a lease you have not only hurt all members but you will probably stop neighboring landowners from leasing to us too.
  - v) We need the landowners more than they need us. Let us keep them happy, they are extremely hard to get and extremely easy to lose.
- 6) **Reservations**
- a) **Member Reservations**
- i) Reservations are accepted on a first come first served basis.
  - ii) No member, family dependent, or guest shall enter upon BRO property without a member first making a valid reservation with BRO and receiving confirmation of the reservation.
    - (1) **By Phone**
      - (a) Call (877) 738-4915
      - (b) Available Monday-Friday from 9:00 AM to 5:00 PM CST.
    - (2) **Walk-In**
      - (a) Not available currently.
    - (3) **Online Reservation System**
      - (a) Members will have an account established upon membership approval and receipt of all membership documents.
      - (b) **Rules for Using the Reservation System**
        - (i) Members who hunt together but make reservations separately, each taking a different unit, but then planning to hunt together on the land reserved for the other, are abusing the system. If two or more members are hunting together, one of them should make the reservation for both, and usually on the same unit. Members who engage in this unacceptable practice, may be required to phone in their reservations rather than continue

to use the online system. This is an inconvenience to them as well as our office staff. Please do not try to find clever ways to get around the rules.

- (ii) We continue to see members making online reservations incorrectly showing their dependents as guests. This has been brought to everyone's attention in the past. It will cause you to be charged for guest fees when in fact they are not. But if you put them down as guests you will be expected to pay guest fees for them. We must rely on your information to be correct. We simply do not have the time to question and verify all the information you put down.

- iii) Reservations can only be made by talking to BRO office personnel during normal business hours or 24/7 with the online reservation system.
- iv) Request for reservations cannot be left on the voicemail, e-mailed, or faxed in.
- v) Anyone you designate, including non-members, may call our office on your behalf to make reservations.
- vi) If you choose to have another member make the reservation for you, be sure to have that member tell us they are calling for you so we will designate you as the reserving member.

**b) BRO Reservation Requirement**

- i) BRO shall have the exclusive right to establish procedures, methods, times, etc. for members to make reservations.
- ii) BRO will inform all members of such with an email and/or mailing to the current address furnished by the member to BRO.
- iii) You are not allowed to engage in any type of activity except that which your reservation permits.
  - (1) Never assume it is okay to hunt for any game not approved on your reservation.
  - (2) Never assume you can go fishing, camping, mushroom picking, etc. unless approved in advance.
- iv) It will be the member's responsibility to be informed on current reservation requirements.
- v) Ignorance of the current requirements will not be an acceptable excuse for violating them.
- vi) During the November Deer Firearm Season, the following property changes will be in effect:
  - (1) N0030A Units D, E & F
    - (a) These units will be blacked out during the season.
    - (b) The box blinds located on the property will be the designated units.
    - (c) A member will reserve one of the blinds as their unit during the rifle season.
  - (2) N0160 Units A & B
    - (a) These units will be blacked out during the season.
    - (b) The designated blinds located on the property will be the units.
    - (c) A member will reserve one of these blinds as their unit during the rifle season.
- vii) Reservations can only be made the maximum number of days in advance of the reservation date, not counting the reserved date, as follows:
  - (1) All Seasons (Excluding November Deer Firearm Season) 30 days in advance
  - (2) November Deer Firearm Season First Monday after July 4<sup>th</sup> at Midnight
  - (3) Once the reservation period for the November Deer Firearm Season opens you may reserve any date during the season.
  - (4) During the November Deer Firearm Season, a member is limited to 4 concurrent days of reservations on the same unit.
  - (5) When making reservations you can reserve concurrent days, even if they fall outside of the 30-day reservation window so long as the first day of the reservation is within the 30-day window.

**c) Scouting Property**

- i) Members are entitled to scout any of our land without charge.
- ii) You must first make a scouting reservation.
- iii) While scouting you are only allowed to *carry a cased or holstered sidearm for self-defense*.
- iv) If you only want to scout from the road (which we do not believe is a fair way to judge land) you can do so without a reservation but you will not be allowed to step on our leased land without an approved reservation.

- v) Scouting reservations still require you to register all guests and dependents with BRO and all must have a signed Release of Liability, Hold Harmless and Indemnification Agreement on file.
- vi) During the months of June, July, and August a member may reserve 2 units per day for scouting.
- d) **Reservation Prohibitions**
  - i) No commercial hunting activities on club properties.
  - ii) No guiding hunts for compensation.
    - (1) BRO strictly forbids any professional guiding of hunters, fisherman, campers, etc. for compensation.
    - (2) BRO does not exist for the purpose of “commercial use” of land leased for member’s personal enjoyment.
    - (3) Guests are only allowed to pay members the exact amount charged by the club for their guest fees.
  - iii) No target shooting on club properties unless specified in the rules of that property.
  - iv) No infringement on other member’s enjoyment of club properties.
  - v) No trapping on club properties.
  - vi) Coyote hunting and raccoon hunting is by calling and shooting only
    - (1) No dog running on club properties.
    - (2) You must remove all kills from the property.
- e) **Landowner**
  - i) Reservations or permission to hunt given by a landowner are not acceptable or valid. Only confirmed reservations with BRO are acceptable.
- f) **Unauthorized Person**
  - i) It is a reservation violation for a member, family dependent, or guest to go on BRO property with any member without first giving their name to BRO with a confirmed reservation.
  - ii) The person’s name can be added online or by calling BRO.
  - iii) If the office is closed a person can be added by leaving the member name and number, farm reserved, date of reservation and the guest/dependent name.
- g) **False Information**
  - i) While making reservations, it is a violation of BRO rules to give false information about other members, family dependents or guests.
- h) **Cleaning Game**
  - i) If you clean your game on club land be sure to dispose of all unwanted parts in a place which will not upset the landowner.
  - ii) Do not clean game in driveways
  - iii) Do not leave guts, heads, feathers, hides, etc. where the landowner will see the mess.
  - iv) Dispose of “waste” in a location which is completely out of sight.
- i) **Game**
  - i) **Quail Hunting**
    - (1) Only shoot birds in flight.
    - (2) Do not intentionally reduce coveys to less than 6 birds which is the minimum size covey which can survive harsh winter weather.
    - (3) Do not bust coveys after 3:00 PM when the nights are too cold for singles to survive since they need a couple of hours to call back to covey.
  - ii) **Pheasant Hunting**
    - (1) Only shoot birds in flight.
    - (2) Use the proper ammunition
      - (a) Small shot shells may too light which may result in crippling and lost birds which run off to die somewhere else.
  - iii) **Turkey Hunting**
    - (1) Look for the beard in the spring.
    - (2) Do not shoot until you plainly identify your target
    - (3) When carrying your turkey be sure it is well covered with “fluorescent orange” material.

iv) **Deer Hunting**

- (1) Always make sure your bullet will hit the ground.
- (2) Never fire when the ending sport for the bullet trajectory is air.
- (3) Before you set up to shoot a deer:
  - (a) Figure out ahead of time how you are going to get the deer back to your vehicle.
  - (b) Be sure you have not picked a spot which is so far from your vehicle that you will find it physically impossible to move the deer to your vehicle.
  - (c) Deer carts work great
  - (d) Most landowners have given permission to retrieve game with an ATV (verify in the rules for that property).
- (e) **Age Restrictions for Buck Harvest**
  - (i) Members vote to set age restrictions on buck harvest for certain properties, listed below:
    1. Property N0030 Units C-F & H
      - a. A buck must be 4.5 years old or older to harvest.
    2. Property N0270 Units C-I
      - a. A buck must be 4.5 years old or older to harvest.
  - (ii) Members, family dependents and guests must educate themselves on how to age a deer on the hoof if they plan to hunt these properties.
  - (iii) Deer will be aged using the teeth method.
  - (iv) If a Nebraska Game & Parks check station ages the deer it is essential to know that they do not recognize half years. So, if they age your deer at 4 it is really a 3.5-year-old.
  - (v) **Violations of Age Restriction**
    1. First time offense of the age restriction you will be banned from ALL age restricted properties for one (1) year from the date of offense.
    2. Second time offense of the age restriction you will be banned PERMANENTLY from ALL age restricted properties for the life of your membership.
    3. During ANY deer season you will not be allowed to make reservations on an age restricted property for any type of game.
    4. Before or after any deer seasons you will be allowed to make reservations on age restricted properties.

v) **Waterfowl Hunting**

- (1) No sky busting allowed.
- (2) Pull up metal stakes when picking up field decoys.
- (3) Do not leave trash in blinds.
- (4) Decoys may be left at the owner's risk.

vi) **Fishing**

- (1) Never assume that you automatically have the right to fish on any land which the club has leased. Some of our leases do not allow us to fish and others allow us to fish only in specific ponds.
- (2) Before you fish on club land make sure you know which ponds are catch and release only.
- (3) If you catch a fish you would like mounted, please take a picture, measure, and weigh. You can then have a replica made.

vii) **Camping**

- (1) If you plan to camp on club land overnight, you must advise us of that when you make your reservation.
- (2) Some landowners do not allow camping, but most have no objection.
- (3) Camping may only be allowed in certain areas of the property.
- (4) To camp the day before or the day after your hunting/fishing reservations you must have a camping/scouting only reservation.

j) **Cancellations**

- i) Reservations which are not going to be used must be cancelled before 8:00 AM on the day reserved.
- ii) Should you encounter a problem which prevents you from reaching your destination such as, illness, car trouble, bad weather, etc. in which case you should call our office immediately.

- (1) Phones are answered by machine 24 hours a day when the office is closed.
- (2) Leave complete information when cancelling including Property #, Unit #, Member #, and date reserved.

iii) If you fail to cancel in the time stated above you will be charged for any guest, dependent, land management or lodging fees which would have been due.

iv) Failure to make prompt cancellations prevents other members from using the properties.

v) Reservations cannot be cancelled once you have stepped onto the reserved property.

**k) Sharing Reserved Land with Other Members.**

i) A member roster is provided to all members.

ii) If another member has a property reserved, you want to hunt then contact them to see if they would mind sharing the use.

iii) You are not required to share land.

iv) It is a great way to meet other members and develop lifelong friendships.

v) You should never find another member on your land unless you invited them.

**7) Vehicle Use**

**a) Vehicle ID Tag**

i) When parked on or adjacent to BRO property, members shall place their ID tag on whatever vehicle they are using.

ii) Must be hung from your rear-view mirror so your member # is readily visible through the windshield.

iii) If you lose your ID Tag notify the office immediately.

(1) A replacement will be sent immediately

(2) There will be a \$10 charge for the new ID Tag.

iv) If you get to a property and realize you do not have your ID Tag call the office for instructions before you enter the property.

**b) Vehicle Access**

i) You are not allowed to drive on any club land with any size vehicle including ATVs, dirt bikes, motorcycles, cars, trucks, etc. unless you have first requested permission from our office and received approval to drive on the land.

ii) Our leases with landowners explicitly prohibit driving on their land and your membership agreement with BRO also prohibits driving on the land without approval.

iii) Unauthorized use of ATVs is one of the major reasons we lose leases and make landowners unwilling to lease their land.

(1) ATV permission, if given, is strictly limited to retrieval of deer, moving equipment (deer stands, etc.) and some health issues.

iv) No vehicle may be driven across, through or alongside standing crops or anywhere a rut would be left behind.

**c) Vehicle Parking**

i) Vehicles shall be parked in designated areas.

ii) Do not block access to gates, field roads, etc.

iii) No road barrier of any type shall be permitted without landowner approval.

**d) Gates**

i) All closed, unlocked gates shall be immediately closed after passage.

ii) All locked gates shall only be unlocked with club or landowner permission and locked immediately after passage.

(1) Locked gates are designated in the Description tab of the reservation system.

(2) We only use combination locks and the combination will be in the Description tab.

**8) Land Use**

**a) Safety Zone**

i) Hunting and/or shooting will not be allowed within 300 feet of any dwelling, barn, or other structure which is occupied by humans or domestic animals or any other area designated as a safety zone.

ii) Never shoot firearms toward roads, buildings, or livestock regardless of the distance.

**b) Property Damage**

- i) BRO members, family dependents, and guests shall not cut, injure, or destroy any trees, crops, roads, fences, buildings, or other improvements located on BRO property.
- ii) Never hunt in or drag animals through standing crops.

**c) Improvements**

- i) Do not make any improvements on the leased land including construction of structures, buildings, power lines, water lines, roads, etc.
- ii) You will be permitted to place deer stands in trees, if permitted by BRO, if no damage is done to the trees.
- iii) No nails, spikes, wire, or other metal shall be embedded in or used to attach anything to any tree.
- iv) You will be allowed to construct blinds, in locations approved by BRO, for waterfowl hunting or deer hunting, unless individual restrictions are noted on property information forms or maps.

**d) Posting**

- i) All properties will be posted by BRO staff when the property is leased.
- ii) If you would like to carry some signs with you just in case you see places which need additional signs, just ask and we will be glad to send you some.

**e) Fires**

- i) You will not be allowed to set any fires or allow fires to be set on BRO property, other than contained cooking fires, where no danger of spreading beyond control exists.
- ii) Extinguish all fires completely before you leave.
- iii) If conditions exist to create a fire hazard, or at owner's request, no fire is allowed, and any existing fire shall be extinguished.

**f) Trespassers**

- i) You should never find anyone else hunting on the land you reserved unless you were aware, they would be there before you arrived.
- ii) If you find other people on the land you have reserved, you are not expected to endanger yourself to eject them from the property.
  - (1) If you feel comfortable in approaching them, please do so
    - (a) Do not become abusive with presumed trespassers.
    - (b) Ask them who they are
    - (c) Write down their names and descriptions
    - (d) Get their vehicle information; make, model, color, and license plate #.
    - (e) Ask if they have permission to be there.
      - (i) If they say no, inform them they are trespassing.
      - (ii) Ask them to please leave immediately.
      - (iii) If they do not leave upon request, do not try to force them to do so, but inform them you will call the law.
    - (f) If they say yes.
      - (i) They might be telling the truth but do not assume they do.
      - (ii) Be sure to get their name and description.
      - (iii) Get their vehicle information; make, model, color, and license plate #.
      - (iv) Ask them the name of who gave them permission and who they are.
        - 1. Do not let them give you "relationship titles" such as landowner, father, tenant, etc.
        - 2. Ask them to tell you the name of the person.
  - (2) Let us know about trespassers immediately.
    - (a) Call our office (877) 738-4915 during normal business hours or our emergency number (see Paragraph 8, Subparagraph H) to let us know.
    - (b) We need any information you collected, name, description, vehicle info, etc.
    - (c) We will contact the landowners to determine if they have permission. If so, we will handle that with the landowner.
    - (d) BRO will diligently pursue all trespassers or those hunting without permission.

- (e) If anyone is going to be arrested or charged with one of these offenses, we will make that decision.
- (f) I have developed a good relationship with all the Conservation Officers in our lease areas. One phone call with the proper information and they will track the person down and site them.

g) **Exclusivity Exceptions**

- i) Most land is leased by BRO for exclusive use of BRO members and their guests.
- ii) A small percentage of leases contain an exception addendum which may allow a few specifically named people who are guests of the landowner the right to hunt or fish on the land.
  - (1) Usually the landowner, a son, dear friend, neighbor, tenant farmer, etc.
  - (2) They must contact our office to make a reservation just like a member.
  - (3) They should never be on the property if you have it reserved – see Paragraph 8, Subparagraph H.

h) **Emergency Number**

- i) When on the road or at a property you have reserved you can call a special number, (308) 293-7475, only during the days and/or hours the office is closed (Holidays, Saturdays, Sundays) *if you have an emergency or encounter a problem which requires our immediate assistance such as; reporting a trespasser, having a problem with a landowner or his/her neighbor, reporting land to be non-huntible and needing more land, needing help reading maps or getting directions, etc.*
- ii) ***The emergency number is not to be called from your home, it is only for use while on the road or on our land.***
- iii) If you are reporting trespassing ***call the number immediately***, not when you get back home.
- iv) We will be monitoring this number only during hunting hours; on the days, the office is not going to be open.
- v) The number is not to be called on any regular business day the office will be open between 9:00 AM and 5:00 PM CST.
- vi) It is not to be used for leaving harvest reports, making reservations, guest changes, cancellations, etc.

9) **Litter**

- a) All litter such as spent shell cases, cans, bottles, paper wrappers, etc. that you, family dependents, or guests bring to the property shall be removed with you and disposed of in proper receptacles.
- b) If you observe litter on BRO land, please pick it up and dispose of it also.
- c) Please report trash to the office.

10) **Harvest Reports**

- a) The BRO member who had a reservation in their name shall call BRO or go online within 48 hours after you hunt or fish and give a field report.
- b) The report shall include:
  - i) Time on units
  - ii) Condition of No Trespassing Signs
  - iii) Game seen
  - iv) Game harvested
  - v) Game shot but not recovered
  - vi) Fish taken
  - vii) Any special insight to help fellow members.
- c) We do ask that you report all game sighted not just the game hunted.
- d) Do not combine two (2) or more days sightings into one day's report.
- e) Late reports or false reports are inconsiderate of other members and the landowners. Some landowners want to know what game was harvested each year.

11) **Rule Violations**

a) **Violations**

- i) BRO reserves the right to discipline, suspend, or expel any member without refund of dues paid for violations of these rules.
- ii) BRO also reserves the right to restrict or prohibit the use of BRO land by spouse, family dependents, or guests.

b) **Suspension**

- i) The first time any member violates reservation, guest, or alcohol/drug consumption rules, they will:
  - (1) Automatically be suspended for the next 30 days of the current fall/winter hunting seasons.
  - (2) If less than 30 days remain in the current fall/winter hunting seasons, the remaining days will be taken from the beginning days of the following fall season.
  - (3) BRO considers the fall/winter seasons beginning on September 1<sup>st</sup> and ending on January 31<sup>st</sup> in Nebraska.
  - (4) If it is during camping/fishing season they will be suspended for the next 30 days.
- ii) The second time a member violates the above rules their membership will be revoked permanently.

## MISCELLANEOUS CLUB INFORMATION

**CREDIT** - You automatically have limited credit privileges when you join BRO unless you have been otherwise advised. The amount of credit you can have outstanding will be determined by your established credit record and ability to pay. Your credit privileges will be continued if payments are paid when due. If you should have trouble paying when due, or when promised, please call, and inform us, on or before the due date.

**REFUNDS** - BRO does not refund dues paid in advance, nor does it refund Initial Membership Fees, unless an agreement to refund, signed by an officer of the club, was made in writing at the time payment was made. Even though there are valid reasons why members might deserve refunds, such as death, illness, relocation, financial distress, etc. the is "NO REFUNDS".

**LIFETIME MEMBERSHIP** - You can earn a Lifetime Membership by sponsoring 10 new regular members in a one-year period. The member receiving credit for recruiting another member is determined at the time the member joins. The new member will be asked who, if anyone, inspired them to become a member of BRO. If your name is given, you receive the credit. If the new member gives two or more names, the credit will be equally divided among those members named. If a new member does not give your name as the sponsor until after the date their membership starts, you cannot receive credit for them joining.

Periodically, we offer special incentives, which may allow you additional credit for new members recruited during the promotion period. Once a Lifetime Membership is earned it cannot be cancelled by BRO. In the event, the member who owns it should prove to be an undesirable member, they will be suspended from further activity and allowed as much time as necessary to find a suitable buyer for the membership. Once a Lifetime Membership is earned, the owner will never again pay annual dues. Considering that you could probably sell the membership to another sportsman for several thousand dollars, if you decide to retire from hunting or fishing or are transferred to another part of the country, you can see that a Lifetime Membership in BRO is a very valuable thing.

**TRANFERRING OWNERSHIP OF MEMBERSHIP** - BRO does allow and encourage members to sell their membership if they find they are no longer able to use the membership themselves. All credits earned toward Lifetime Memberships shall transfer to the new owner with the membership. Credits alone cannot be transferred for use with another membership but must remain tied to the membership with they were earned. BRO does not prohibit, but must approve advertising a membership for sale, and will not prohibit the sale to any person which meets the club's normal qualifications. BRO charges a transfer fee to the new buyer which is to be no less than \$100+tax. Transfer fees defray the costs of transferring records from one owner to another, conducting the orientation session, and compensating staff personnel who may spent considerable time talking to the buyer. Fees subject to change with reasonable notice. Unapproved advertising can increase the amount of transfer fee. All unfinished business between the club and the selling member must also be cleared up prior to the transfer, including payments of guest fees, daily use fees, dues, receipt of harvest reports, hold harmless agreements, etc. Buyer will be responsible for paying any dues coming due within 30 days of the time of

transfer, at the time of transfer. Buyers of previously owned memberships will be responsible for payment of any unpaid fees left owing from the previous owner, which may appear within 90 days following the transfer date.

**METHODS OF PAYMENT** - Never mail cash, office staff is honest, but mail sometimes gets lost. If paying in person with cash, always be sure we give you a receipt. Your personal check is welcome, and we accept credit cards. We will process your credit card transaction request electronically. Just present your card if you are in the office or by phone just give us your credit card type, number, and expiration date. We will do the rest!

**IF YOU DO NOT RENEW YOUR MEMBERSHIP** - By the anniversary date, it will automatically expire, unless you have contacted the club manager and made other acceptable arrangements. Once a membership has expired, it may not be reinstated later. You will be welcomed back into the club as a new member if you submit a new application and full payment of the annual dues and Initial Membership Fee which is in effect at the time you rejoin. Once a new application is approved, you will be required to start all over again with a new member number and ID. All credits you may have had on the previous membership are forfeited upon expiration.

**INACTIVE STATUS** - If for any reason you do not want to renew your membership but you do want to remain a member, you are entitled to become inactive upon payment of \$60+tax per year which will place your membership on hold for one year. During that year, you will continue to receive email/mail correspondence which active members receive. You can attend meetings and cast your vote on all matters placed before the members for a vote. *The only thing you will not be able to do is to use club land, either as a member or a guest of another members.* This is for a period of one year until your next anniversary date, at which time you will wither need to reactivate your membership by paying the then current annual dues or you can elect to remain inactive for another year upon payment of an additional \$60+tax. Should you choose to become inactive but want to reactivate before a year has passed, you may do so upon payment of the full annual dues which were due at the time you chose to go inactive. Your membership will then become active for one year retroactive to the last anniversary date before you chose to become inactive. If you are inactive a full year before you reactivate your membership your “skipped” year of dues will never have to be paid. *You will not receive credit toward your dues for any inactive fees you pay.* \*Not available for Associate Members.

**WEBSITE** - [www.bigredoutdoors.com](http://www.bigredoutdoors.com) Please review the content and remember to send photos and stories. If any of the photos you have cannot be displayed on the internet, please do not send. *We encourage you to email your photos to us.* We often have photo contests for prizes. We assume all photos received are sent with the understanding we have automatic approval to reproduce, use on the internet, in brochures, and in our newsletters and show exhibits. Your comments on our website will be appreciated. Please tell us what else you would like to see on the site.

**HUNTING & FISHING ITEMS WANTED TO BUY, SELL OR TRADE** - BRO will publish ads free for members on the [www.bigredoutdoors.com](http://www.bigredoutdoors.com) website. If you want to get rid of any article related to hunting, fishing or camping then write an ad and email ([bigredoutdoorsllc@gmail.com](mailto:bigredoutdoorsllc@gmail.com)) or mail it to our office. We will publish your ad exactly as you have it written. We cannot write ads for members. We will advertise anything used in the above outdoor sports, including equipment, dogs, guns, vehicles, supplies, etc. We only advertise articles owned or wanted by members. We also have a “Partners” page and will be more than happy to include your business information.

**Explanation for understanding how you can use other American Sportsman Network club’s land:**

Each club leases land in the area where they are based and sells memberships to sportsmen in their area. Maps and harvest reports for these farms are listed on the online reservation system under Network Properties. Each member of any network club has the right to reserve land for hunting, fishing, and camping on any ground leased by an affiliate club.

When a member of one club uses land leased and paid for by another club, which he is not a member of, there is a daily fee charged by the host club to compensate them for the cost of their land. The daily fees are set by each club and will vary with location, type of game hunted, etc.

It is up to each individual club to determine how and if they will pay any part of their member's fee to use other club's land. BRO feels it has adequate land to accommodate its own members but if members wish to use another club's land, they may do so if they pay the daily fee.

The members of every network club do have priority for the use of their own club's land which is maintained by not allowing affiliate club members to make reservations on another club's land until the host club members have had one day to make reservations. In other words, if BRO land can be reserved 10 days in advance by BRO members, other clubs cannot reserve BRO land more than 9 days in advance. This gives the club members a one-day advantage.

### **Important: Deer hunting policies for BRO land**

1. Use extreme caution if you use a tree stand. Use of any steps, equipment or stand which is not your own is at your own risk.
2. ***Always use a safety belt, lifeline and/or harness when up to or down from stand. BRO rules require that you always wear a safety harness while in your tree stand.*** Falls from tree stands are the most common cause of injury from hunting accidents.
3. Do not cut limbs off trees without approval from us and/or the landowner. Cut limbs are to be disposed of or removed. Do not litter property with tree trimmings. Nails, screws, and spikes in trees are strictly prohibited. Our lease with landowners prohibits altering or damaging any tree without approval. Be sure to select a tree which has no lumber or veneer value, such as an elm, cottonwood, etc.
4. Before you pick a spot to hunt be sure you first determine and plan. You will need to figure out how you are going to transport your deer back to your vehicle. Our lease and club rules do not allow you to drive off the established roads without landowner approval.
5. ***Be sure to wear blaze orange during any rifle or muzzleloader season! Bring some extra to put on your deer.***
6. When you leave a tree stand, blind, feeder, trail camera, etc. you must have your member # plainly visible. We recommend you paint the info on and put a tag on it.
7. Should you find a tree stand, blind, feeder, trail camera, etc. on BRO property that is not marked please let us know the Property, Unit # and location (GPS coordinates, if possible).
8. ***Any tree stand, blind, feeder, trail camera, etc. on BRO property that is found without markings will be removed.***
9. Never place a feeder on BRO property unless you have obtained permission from us.
10. Never bait any property to attract any type of game. This practice is illegal in the State of Nebraska and BRO will not be responsible for any violations.
11. If the member with the reservation fills his/her tag(s) and wants to leave but others in the party have not filled their tag(s) and want to stay, they must leave unless another member in the party will the remainder of the reservation in his/her name and accept responsibility for all others in the party. The office must be informed of changes in the reservation.
12. You must keep a daily record of game seen each day and game harvested. Reports must be made every 48 hours regardless of length of reservation. ***If you fail to give harvest reports at least every other day you may be denied future use of the same property. In addition, we may limit you to a maximum of 2-day reservations in the future.***
13. Use a two (2) wheel deer cart to remove your deer. Take one with you and plan to use it.
14. **No rifle hunting (NO EXCEPTIONS) on Property N0110 All Units.**
15. **Property N0160 has a sanctuary established on the far west end. Study the map and know the boundaries.**

## **Trespassing Notice:**

The form on the next page should be carried by all members to use whenever you find an unidentified vehicle on BRO land. This type of message has been used successfully by members to get owners of unidentified vehicles to call our emergency number. They can contact us if they are not knowingly trespassing but if they are trespassing, most will call us to avoid legal problems. If the trespasser does not call, they get the message anyway and probably will not have the audacity to come back.

The notice should be taped to their windshield. Print and photocopy so the ink will not run in wet weather. Carry a small roll of duct, scotch, or masking tape with you.

Once done, call the office or the Emergency Number to pass the information to BRO. We will most likely call the Sheriff or Conservation Officer for that area and report them.

# NOTICE

## Are you TRESPASSING?

Your vehicle does not have identification displayed to show you have authorization to be on this property.

You are requested to call us immediately to explain your presence and identify yourself. Call (877) 738-4915 between 9:00 AM and 5:00 PM Monday thru Friday or (308) 293-7475 after business hours or on weekends.

We will delay calling the Sheriff/Conservation Officer to request you be issued a citation to appear in court on trespassing charges. If you call us within eight (8) hours of the date and time this notice was placed on your vehicle to explain why you are on the property without approval. Do not return before you call!

If you fail to call us promptly, we will file a trespassing complaint. In addition to possible criminal trespass charges, we may also pursue civil action for damages.

Vehicle License# \_\_\_\_\_ State \_\_\_\_\_.

Make \_\_\_\_\_ Model \_\_\_\_\_ Color \_\_\_\_\_.

Property # \_\_\_\_\_ Unit # \_\_\_\_\_ Member # \_\_\_\_\_.

Date \_\_\_ / \_\_\_ / \_\_\_ Time \_\_\_\_\_.