

HUNTING LEASE AGREEMENT

This Hunting Lease Agreement (the "Agreement") is made and entered into on this _____ day of _____, 20_____, by and between:

LANDOWNER(S) (Lessor):

Name: _____

Street Address: _____

City: _____ **State:** _____ **Zip Code:** _____

Phone: _____

Email: _____

and

HUNTER(S) (Lessee(s)):

Name: _____

Street Address: _____

City: _____ **State:** _____ **Zip Code:** _____

Phone: _____

Email: _____

Name: _____

Street Address: _____

City: _____ **State:** _____ **Zip Code:** _____

Phone: _____

Email: _____

(Collectively referred to as "Lessee(s)" if more than one, or "Lessee" if singular).

RECITALS

WHEREAS, Lessor is the owner of certain real property located in _____ County, State of _____, more particularly described below (the "Leased Premises"); and

WHEREAS, Lessee desires to lease the Leased Premises from Lessor for the sole purpose of hunting, and Lessor is willing to grant such a lease under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows: 1. LEASED PREMISES

Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, for hunting purposes only, the following described property (the "Leased Premises"):

Legal Description (if available): Common Description/Address:

The Leased Premises consist of approximately _____ acres, as generally depicted on the attached Exhibit A (if any), which is incorporated herein by reference.

2. TERM OF LEASE

The term of this Agreement shall commence on the _____ day of _____, 20_____, and shall terminate on the _____ day of _____, 20_____, unless sooner terminated as provided herein.

3. HUNTING RIGHTS GRANTED

a. **Permitted Game:** Lessee is granted the exclusive right to hunt the following game animals on the Leased Premises: _____.

b. **Hunting Methods:** Hunting shall be permitted by the following methods only:

_____.

c. **Restrictions:** All hunting activities shall be conducted in strict compliance with all applicable federal, state, and local hunting laws, rules, and regulations, including but not limited to bag limits, season dates, and licensing requirements.

d. **Non-Exclusive Rights:** This Agreement grants hunting rights only and does not convey any other rights to the Leased Premises, including but not limited to timber rights, mineral rights, or agricultural rights. Lessor reserves the right to use the Leased Premises for any other purpose not inconsistent with the hunting rights granted herein, including farming, timber operations, and other recreational activities.

4. LEASE FEE

Lessee shall pay to Lessor a total lease fee of \$ _____ (_____ and _____ /100 Dollars) for the entire term of this Agreement. The lease fee shall be paid as follows:

In one lump sum, due on or before the commencement date of this Agreement.

In installments as follows:

First installment of \$ _____ due on _____ .

Second installment of \$ _____ due on _____ .

(Add additional installments as needed)

All payments shall be made to Lessor at the address provided above.

5. USE OF PREMISES AND RESTRICTIONS

a. **Access:** Lessee shall have access to the Leased Premises only for hunting purposes during the term of this Agreement.

b. **Guests:** Lessee may bring guests onto the Leased Premises for hunting purposes only with the prior written consent of Lessor. Lessee shall be solely responsible for the conduct of any guests and shall ensure that all guests comply with the terms of this Agreement.

c. **Vehicles:** Vehicles are restricted to existing roads and trails only. No off-road vehicle use is permitted without Lessor's express written consent.

d. **Structures/Blinds:** No permanent structures, including but not limited to hunting blinds, tree stands, or camps, shall be erected on the Leased Premises without the prior written consent of Lessor. Any approved temporary structures must be removed by Lessee at the termination of this Agreement, and the Leased Premises returned to their original condition.

e. **Fires:** No open fires are permitted on the Leased Premises without the prior written consent of Lessor.

f. **Waste/Litter:** Lessee shall not litter or leave any waste, refuse, or debris on the Leased Premises. All trash must be removed by Lessee.

g. **Damage:** Lessee shall be responsible for any and all damage to the Leased Premises, including fences, gates, roads, trees, or other property, caused by Lessee or Lessee's guests.

h. **Prohibited Activities:** The following activities are strictly prohibited on the Leased Premises:

i. Commercial hunting operations (unless expressly agreed upon in writing).

ii. Trapping (unless expressly agreed upon in writing).

iii. Timber cutting or removal.

iv. Introduction of any non-native species.

v. Any activity that violates federal, state, or local laws.

- vi. Consumption of alcoholic beverages or illegal drugs.
- vii. Target shooting or discharge of firearms outside of lawful hunting activities.

6. MAINTENANCE AND IMPROVEMENTS

Lessee shall maintain the Leased Premises in a clean and orderly condition. Lessee shall not make any improvements or alterations to the Leased Premises without the prior written consent of Lessor. Any approved improvements shall become the property of Lessor upon termination of this Agreement, unless otherwise agreed in writing.

7. LIABILITY AND INDEMNIFICATION

a. **Assumption of Risk:** Lessee acknowledges and understands that hunting and related activities are inherently dangerous and involve significant risks, including but not limited to the risk of serious bodily injury, death, and property damage. Lessee voluntarily assumes all risks associated with hunting and other activities on the Leased Premises, whether known or unknown, foreseen or unforeseen, and whether caused by the negligence of Lessor or otherwise.

b. **Release and Waiver:** Lessee, for himself/herself and his/her heirs, executors, administrators, personal representatives, successors, and assigns, hereby releases, waives, discharges, and covenants not to sue Lessor, its agents, employees, officers, and representatives (collectively, "Releasees") from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by Lessee or any of Lessee's guests, or to any property belonging to Lessee or Lessee's guests, while on or about the Leased Premises, regardless of whether such loss, damage, or injury is caused by the negligence of Releasees or otherwise.

c. **Indemnification:** Lessee agrees to indemnify, defend, and hold harmless Releasees from and against any and all claims, demands, causes of action, liabilities, losses, damages, judgments, costs, and expenses (including reasonable attorneys' fees) arising out of or in connection with Lessee's or Lessee's guests' use of the Leased Premises, including but not limited to any injury, death, or property damage caused by Lessee's or Lessee's guests' acts or omissions, or any breach of this Agreement by Lessee.

d. **Condition of Premises:** Lessee acknowledges that Lessor makes no representations or warranties, express or implied, as to the condition of the Leased Premises or its suitability for hunting or any other purpose. Lessee accepts the Leased Premises "AS IS, WHERE IS" with all faults.

8. INSURANCE

Lessee shall, at Lessee's sole expense, obtain and maintain throughout the term of this Agreement a comprehensive general liability insurance policy with limits of not less than \$ _____ per

occurrence, naming Lessor as an additional insured. Lessee shall provide Lessor with a certificate of insurance evidencing such coverage prior to the commencement of the lease term.

9. COMPLIANCE WITH LAWS

Lessee shall, at all times, comply with all applicable federal, state, and local laws, ordinances, rules, and regulations, including but not limited to all hunting and game laws, firearm regulations, and environmental laws, while on the Leased Premises.

10. DEFAULT AND REMEDIES

a. **Events of Default:** Any of the following shall constitute an "Event of Default" by Lessee:

- i. Failure to pay any lease fee or other amount due under this Agreement when due.
- ii. Breach of any other term, covenant, or condition of this Agreement.
- iii. Violation of any applicable hunting or game law while on the Leased Premises.

b. **Remedies:** Upon the occurrence of an Event of Default, Lessor may, at its option, without prejudice to any other remedies available at law or in equity:

- i. Terminate this Agreement immediately without notice.
- ii. Retain any and all lease fees paid by Lessee as liquidated damages.
- iii. Seek specific performance or injunctive relief.
- iv. Recover any and all damages, costs, and expenses (including reasonable attorneys' fees) incurred by Lessor as a result of the default.

11. TERMINATION

This Agreement shall terminate automatically at the end of the term specified in Section 2, unless extended by mutual written agreement of the parties. Lessor may terminate this Agreement immediately upon an Event of Default by Lessee. Upon termination, Lessee shall immediately vacate the Leased Premises, remove all personal property, and leave the Leased Premises in a clean and orderly condition.

12. NOTICES

Any notice required or permitted under this Agreement shall be in writing and shall be deemed effectively given: (a) upon personal delivery; (b) one (1) business day after deposit with a nationally recognized overnight courier service, with tracking capabilities; or (c) three (3) business days after deposit in the United States mail, certified or registered, postage prepaid, return receipt requested, addressed to the parties at their respective addresses set forth above, or to such other address as either

party may designate by written notice to the other.

13. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to its conflict of laws principles.

14. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter.

15. AMENDMENTS

This Agreement may not be amended, modified, or supplemented except by a written instrument signed by both Lessor and Lessee.

16. WAIVER

No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the waiver is sought to be enforced. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver of such provision or of the right to enforce such provision at a later time.

17. SEVERABILITY

If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be severed from this Agreement, and the remaining provisions shall remain in full force and effect.

18. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, successors, and permitted assigns. Lessee may not assign this Agreement or any of its rights or obligations hereunder without the prior written consent of Lessor.

19. HEADINGS

The headings of the sections of this Agreement are for convenience only and shall not affect the interpretation or construction of any of its provisions.

20. CONSTRUCTION

The parties acknowledge that they have had the opportunity to review and revise this Agreement. The rule of construction that ambiguities are to be resolved against the drafter shall not be employed in the interpretation of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Hunting Lease Agreement as of the date first written above.

LANDOWNER(S) (Lessor):

Signature: _____

Print Name: _____

Date: _____ day of _____, 20 _____

Address: _____

Signature: _____

Print Name: _____

Date: _____ day of _____, 20 _____

Address: _____

HUNTER(S) (Lessee(s)):

Signature: _____

Print Name: _____

Date: _____ day of _____, 20 _____

Address: _____

Signature: _____

Print Name: _____

Date:

_____ day of _____, 20_____

Address: _____