

HUNTING LEASE AGREEMENT

For the sum of \$_____ and other good and sufficient consideration, this Agreement is made by and between _____ (hereinafter "Lessor/Owner") and _____, et al, (hereinafter "Lessee", whether one or more) for the lease of certain hunting rights on the property (hereinafter "the Property") containing ____ acres, more or less and described further as:

[insert legal or other description of property, including Section, Township, Range and County]

1. **Hunting Rights.** The parties hereto agree that only those hunting rights pertaining to the legal taking of game on the Property are granted by this Agreement to Lessee.

2. **No Violation of Game Laws.** Lessee agrees and covenants to abide by all state and national game laws and to take all reasonable and necessary steps to prevent any violation of such laws by any person hunting on the Property.

3. **Vehicle Use.** Lessee agrees that the use of all vehicles, including both on-road and off-road vehicles, ATV's, trucks, tractors and trail bikes, shall be conducted in such manner as not to damage roads or existing trails on the Property.

4. **Liability for Damage.** Lessee agrees to and assumes full responsibility for damages of whatsoever kind which by Lessee's use and activities on the Property.

5. **Fences and Other Enclosures.** Lessee agrees that no fences or enclosures save and except temporary kennel facilities shall be placed upon the Property without the prior written permission of the Lessor.

6. **Dog Kennels.** Lessee agrees to remove any dog kennels on or before the expiration of this Agreement and agrees not to allow dogs to remain in kennels after the expiration of the deer hunting season.

7. **Food Plots, Tree Stands, Camp Facilities.** Lessee is hereby granted the right to:

- A. Establish and maintain food plots.
- B. Place tree stands and hunting blinds.
- C. Locate camp house and/or mobile camping facilities at a site mutually agreeable with Lessor and to run utilities to same.

8. **Trespassers.** Lessee agrees to post notices against trespassers on the Property and is granted the right to notify appropriate law enforcement authorities about the presence of unauthorized persons and trespassers on the Property and to institute prosecution proceedings for trespass.

9. **Maintenance of Gates and Roads.** Lessee agrees to maintain all existing gates and roads on the Property in similar condition as at the commencement of this Agreement.

10. **Rights of Third Parties.** This Agreement is subject to any prior existing rights of third parties and is further subject to rights, other than hunting rights, which may be granted to third parties by Lessor/Owner in the future.

11. **Rental and Consideration.** In addition to the consideration first recited above, Lessee agrees to pay an additional sum of \$_____ on or before the ___ day of _____, 20____, for each successive year during the term of this Agreement or any renewal thereof.

12. **Term.** This Agreement shall begin on the ___ day of _____, 20____, and extend for a period of ___ years expiring on the ___ day of _____, 20____. Unless terminated sooner as provided herein below in Article 12, this Agreement shall automatically be renewed for a single, similar term of ___ years unless either party hereto shall provide written notice to the other party of an intention not to renew this Agreement no less than ___ days prior to the expiration of the original term.

13. **Termination.** Nothing in this Agreement shall be construed to limit the right of Lessor/Owner to sell the Property and this Agreement shall automatically terminate as to any portion of the Property sold at the time that any deed conveying such portion is signed.

14. **Release of Liability.** Lessee agrees that no warranty, either express or implied, is made by Lessor as to the existing condition of the Property or as to the existence of any roads, buildings, gates or other improvements located thereon. Lessee has been informed and does understand that dangerous conditions can and do exist on the Property, whether naturally created or caused by man, and Lessee accepts and acknowledges all responsibility for any dangers, accidents, risks and hazards associated with Lessee's use and occupation of the Property. Further, Lessee indemnifies and holds Lessor harmless from claims, demands, causes of action and damages, including attorneys' fees, resulting from any accident, incident or occurrence arising out of Lessee's use of the Property. It is fully agreed and understood by Lessee that the terms and conditions recited in that certain "Release of Liability and Acknowledgment and Acceptance of Dangers, Risks and Hazards of Hunting Lease" attached to and made a part of this Agreement as "Exhibit A" are expressly incorporated into this Agreement. Lessee, individually and collectively, agrees to read and indicate approval of such Exhibit A by signing as indicated and, further, to have each and every hunter read, approve and sign a copy of said Exhibit A prior to hunting or otherwise being upon the Property.

15. **Notice.** Any notice required or permitted under this Agreement shall be made in writing and shall be deemed effective when mailed by United States registered or restricted mail, return receipt requested, or when delivered by personal service or when delivered by national courier service with receipt required. For purposes of any notice pursuant to this Agreement, the addresses of the parties are:

ADDRESS OF LESSOR:

ADDRESS OF LESSEE:

16. **Entirety and Modification.** This Agreement contains the entire agreement between the parties hereto and supersedes any prior negotiations, arrangements and agreements concerning the same matter. No modification to this Agreement shall be effective unless reduced to a written instrument signed by both parties hereto.

17. **Applicable Law.** This Agreement is subject to the laws of the State of _____ and is to be construed in accordance with those laws. In the event that any part of this Agreement is found to be invalid or otherwise unenforceable by a court of competent jurisdiction, then that portion of the Agreement remaining shall continue to be binding upon the parties and shall be enforced to the fullest extent possible in accord with the purposes stated herein.

WITNESS the signatures of the parties to this Agreement in duplicate on this the ____ day of _____, 20____.

LESSOR

LESSEE

By: _____

By: _____

EXHIBIT "A"

**RELEASE OF LIABILITY AND ACKNOWLEDGMENT AND
ACCEPTANCE OF DANGERS, RISKS AND HAZARDS OF HUNTING LEASE**

I hereby acknowledge that I have knowingly and willingly entered a Hunting Lease Agreement, or become a party bound by the terms and conditions of a Hunting Lease Agreement by and between _____, et al (hereinafter the Lessor, whether one or more), and _____, et al, dated _____. I understand the terms, provisions and conditions of the Hunting Lease Agreement and will abide by its terms, provisions and conditions.

I further acknowledge and understand that no warranty, either express or implied, is made by the Lessor as to the condition of the hunting lease (hereinafter the leased premises) located in _____ County, _____, or any roads, buildings, gates or other improvements located thereon. This document is sufficient warning that dangerous conditions, risks and hazards do exist. My presence and activities on the leased premises expose both me and my property to dangerous conditions, risks and hazards, including but not limited to: poisonous snakes, insects and spiders; blinds and tree stands, whether or not erected by Lessor; erosion and general condition of the land, both on and off roadways, creating rough, hazardous and dangerous driving and walking conditions; animals both wild and domestic that may be diseased and/or potentially dangerous; deep water; persons with firearms both on or off the leased premises; and the use of vehicles. I hereby state that I expressly assume all such dangers, risks and hazards.

In consideration for the right to enter the leased premises, I hereby release and agree to protect, indemnify and hold harmless the Lessor and his or her respective agents, employees and assigns from and against any and all claims, demands, causes of action and damages, including attorneys' fees, resulting from any accident, incident or occurrence arising out of, incidental to or in any way resulting from the use of the leased premises and all improvements thereon, whether or not caused by the Lessor's negligence or gross negligence. This release applies during the time that I am permitted on the leased premises. I hereby further covenant and agree that I, my heirs, successors and assigns will not make any claim or institute any suit or action at law or in equity against the Lessor or his or her respective heirs, agents, representatives, employees, successors or assigns.

As used in this release, the terms I, my person and myself include minors in my care while on the leased premises.

Dated and signed this the ____ day of _____, 20_____.

(Hunter's Signature)

(Hunter's Printed Name)

Hunter's Address:

SAMPLE