

SAMPLE ANNUAL HUNTING LEASE

(May be used for season lease)

State of _____

County of _____

Subject to the terms and conditions set forth in this document, _____ (hereinafter called LESSOR) does hereby grant to _____ (hereinafter called LESSEE) the right to access and hunt only the following game species:

LIST SPECIES

which may be found upon and harvested from the following property(s).

LEGAL DESCRIPTION OF PROPERTY

treated as comprising a total of _____ acres, more or less.

1. The term of this lease shall run from (date) _____ to (date) _____.
2. The LESSEE hereby agrees to:
 - a. Pay to the LESSOR the sum of (\$) _____ per acre, totaling (\$) _____ on or before (date) _____.
 - b. Allow LESSOR to hold in deposit the sum of (\$) _____, refundable at the termination of this lease if the lease agreement has been adhered to and no damages have been placed upon the LESSOR as a result of the actions of the LESSEE.
 - c. Abide by hunting regulations prescribed by LESSOR.
 - d. Abide by all state and federal hunting regulations.
 - e. Be personally responsible for the actions and activities of all persons hunting under this lease and to act as a representative in matters regarding all activities carried out under this lease.
 - f. Maintain proper safety procedures regarding firearms, particularly by seeing that all firearms are unloaded while in vehicles and in vicinity of all buildings.
 - g. Maintain proper vigilance aimed at preventing fires or damage by other means to the leased area.
 - h. See that vehicles are driven only on established roads and to see that all gates are left as originally found.
 - i. Maintain a "No Hunting" or shooting zone within 200 yards of any occupied building and around all other designated areas.
 - j. Keep records of all game harvested and supply these records to the LESSOR.
 - k. Remove all structures placed or constructed by LESSEE from the lease area at termination of this lease unless prearranged with LESSOR.
 - l. Limit number of hunters so not to exceed _____ with number on lease property at any one time not to exceed _____
 - m. Provide the LESSOR with a current certificate of insurance covering the LESSOR, LESSEE and all guests of the LESSOR against damages and liabilities. Coverage shall be in at least the amount of \$1,000,000.
 - n. Abide by all written rules and regulations supplied at the onset of this agreement.

3. The LESSOR hereby agrees:

That only the LESSEE and his GUESTS shall have hunting rights on the leased area during the term of this lease except those reserved as follows:

- 4. Agricultural and/or forestry practices are necessary on the premises and take precedence over the rights given in this agreement. Hunting shall not interfere with any such practices.
- 5. It is mutually agreed that failure to abide by the terms and stipulations above by any person present on the leased area under this lease will constitute cause for the forfeiture of all hunting rights, deposits and fees.
- 6. LESSEE shall not assign or otherwise convey any rights granted by this agreement to other persons without the expressed written consent of the LESSOR.
- 7. The addresses of the parties hereto for the communication of notices are, unless altered by written notice, as follows:

For the LESSOR:

For the LESSEE:

- 8. This agreement automatically will be renewed on an annual basis unless written notice is delivered on or before (date) _____.
- 9. In case any one or more of the provisions contained in this lease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, all other provisions and this agreement shall be constructed as if such invalid, illegal, or unenforceable provision has never been contained herein.
- 10. **Lessee recognizes the inherent dangers associated with hunting, both natural and human-created. Lessee recognizes that accidents involving firearms, ammunition, falling trees, hidden ground openings, poisonous plants and animals and various other dangers may forcibly occur on the premises aforementioned. Lessee acknowledges his/her recognition of these dangers and the possible existence of dangerous physical conditions upon the premises such as, but not limited to, those described on the enclosed map. With the aforementioned recognitions in mind, lessee agrees to indemnify and hold harmless landowner and all of his/her family, servants, employees and agents from all claims, suits, losses, personal injuries, deaths, property liability and all other liability resulting directly or indirectly from or on account of hunting activities engaged in by lessee or lessee's guests on the premises heretofore mentioned, said obligation to indemnify extending to the reimbursement of landowner for all expenses and suits including but not limited to, judgements, attorney's fees and court costs.**

Note: This liability release must be on the same page as the signatures and it is the landowner's responsibility to insure that each lessee has read and understood its meaning.

Executed in duplicate on this _____ day of _____, 20_____.

Lessor

Lessee

Lessor

Lessee

Lessor

Lessee

Note: If the hunting group is not incorporated, all hunters should sign the lease agreement.