



Hunting Lease Agreement

This Hunting Lease Agreement is made this 15th day of August, 20XX, by and between Van Buren Conservation District (Owner), whose address is 1035 East Michigan Ave, Paw Paw, Michigan 49079 and _____ (Lessee), whose group address is _____.

Description of and consideration Paid for the Leased Premises

Property Description: Lessee hereby leases from the Owner, for hunting purposes only, the following described property:

A parcel of land in Van Buren County, Michigan, containing 242 plotted acres, more or less, and being more particularly described and/or diagramed on Exhibit A (which is attached to and hereby made a part of this Lease Agreement) and being hereinafter referred to as the "Leased Premises".

Term of Lease: This Lease shall be in effect for a period of five (5) years beginning September 01, 2012 and shall end August 31, 20XX.

Rate of Payment: Lessee shall pay the Owner as follows:

\$ _____ upon signing of this lease
\$ _____ on of before September 01, 20XX
\$ _____ on of before September 01, 20XX
\$ _____ on of before September 01, 20XX
\$ _____ on of before September 01, 20XX

For a total of \$ _____ during the time of the lease.

Terms, Provisions, and Conditions

1. The Lessee assures and guarantees the Owner that the Lessee shall have and poses valid Michigan hunting license that cover the species which the Lessee intends to hunt on the Leased Premises. Proof of such licenses may be requested at any time by Owner.
2. While on the Leased Premises, the Lessee shall comply with all game and fish laws and regulations of the United State of American, the State of Michigan, and all other appropriate local, state and federal governmental authorities. Lessee shall follow all rules and regulations of the U.S. Fish and Wildlife Conservation Easement that is currently held on the property.

3. While on the Leased Premises, the Lessee shall: (a) observe the rules of safe gun handling; (b) never shoot in the direction of any people, buildings, or livestock; (c) leave all gates as the Lessee's finds them; (d) use proper care in crossing fences; and (e) not use alcohol or drugs on the property, or be under the influence of such controlled substances while utilizing the property for hunting.
4. The Lessee shall exercise due care to prevent, control, and eliminate forest fires, and shall not cause or permit damage or injury to fences, crops, trees, or equipment, and shall not commit or permit waste or damage or injury, and shall not conduct or permit any illegal activity on the Leased Premises.
5. The Owner shall have no responsibility or liability to the Lessee or to any other individual or entity for any action, suit, judgment, claim, demand, loss, damage, injury, or death resulting from anything done or omitted or in any manner arising under this Lease Agreement, and the Lessee hereby agrees, on behalf of himself/herself and the Lessee's heirs, personal representatives, and assigns, to indemnify and hold the Owner harmless from and against and every action, suit, judgment, claim, demand, loss, damage, injury, or death, including interest, costs and attorney fees, resulting from the Lessee's occupancy of and/or activities on the Leased Premises and/or from anything done or omitted or in any manner arising under this Lease Agreement.
6. Unless approved in advance by the Owner, no structures of any kind shall be permitted at any time on any part of parts of the Leased Premises and no nails or spikes or other objects for tree stands shall be driven into or otherwise attached or fastened to any tree on the Leased Premises.
7. No motor vehicles of any kind including Off Road and All Terrain Vehicles shall be used on the property for recreational use. Limited use of these vehicles can be use for hunting access only. Permanent pathways, 2-tracks, or trails are prohibited.
8. No one other than the Lessee or Owner shall, at any time, be permitted to exercise any right or privilege under this Lease Agreement.
9. Any and all debris and garbage brought on to the Leased Premises, or crested thereon, by the Lessee shall be removed from the Leased Premises by the Lessee.
10. The Owner reserves, and at all times shall have, the full, free, and absolute right and authority, by himself or his agents, servants, and/or employees, to go on, upon, and over the Leased Premises for any purpose or purposes, including, but not limited to, planting, cutting, removing, protecting, caring for and dealing with any part or parts or all of the Leased Premises.
11. Any violation of any term, provision, or condition of this Lease Agreement by the Lessee shall, at the option of the Owner, terminate this Lease Agreements, and the owner shall, thereupon, have no duty or obligation to refund or repay and part of the consideration for this Lease Agreement. No failure of the Owner to exercise such option and no waiver by the

Owner of any right or privilege shall operate as a waiver of any right, option, power, or privilege to any other, further, or future violation.

12. The lessee accepts the Leased Premises in an "as is" condition and the Lessee understands and agrees that hunting is a dangerous activity and that there may be hidden hazards such as holes, fence wires, snakes, wells, swamps, ponds, harmful plants, unauthorized careless individuals on the land, other hunters, or other risks that may injure or cause the death of the Lessee and the Lessee assumes all these risks as the Lessee's responsibility.
13. The Lessee understands that there is a Michigan statute that provides, in part, that: "a cause of action shall not arise for injuries to a person who is on the land of another without paying to the owner, tenant, or lessee of the land a valuable consideration for the purpose of fishing, hunting, trapping, camping, hiking, sightseeing, motorcycling, snowmobiling, or any other outdoor recreational use or trail use, with or without permission, against the owner, tenant, or lessee of the land unless the injuries were caused by the gross negligence or willful and wanton misconduct of the owner, tenant, or lessee." MCLS 324.73301 (1)
14. The Lessee understands that there is a Michigan statute that provides, in part, that: "A cause of action shall not arise against the owner, tenant, or lessee of a farm used in the production of agricultural goods as defined by section 35 (1) (h) of the single business tax act, Act No 228 of the Public Acts of 1975, being section 208.35 of the Michigan compiled Laws, for injuries to a person who is on that farm and has paid the owner, tenant, or Lessee valuable consideration for the purpose of fishing or hunting, unless that person's injuries were caused by a condition which involved an unreasonable risk of harm and all of the following apply:
 - (A) The owner, tenant, or lessee knew or had reason to know of the condition or risk.
 - (B) The owner, tenant, or lessee failed to exercise reasonable care to make the condition safe, or to warn the person of the condition or risk.
 - (C) The person injured did not know or did not have reason to know of the condition or risk
MCLS 324.73301 (4)
15. The Lessee shall have a copy of the Lease Agreement on his/her person at all times while he/she is on the Leased Premises.
16. Lessee will provide 100 hours of labor annually to aid Van Buren Conservation District and/or assigns in the Native Plant Restoration and Tree Planting on Leased premises.
17. In the event Owner sells Leased Premises the Lease shall be voided and any rents paid shall be prorated.
18. This Lease agreement is executed as a group, with each member equally liable for payment of the annual rent.

Please see included Exhibit A- Legal Description

In Witness whereof, the Owner and the Lessee have executed this Lease Agreement as of the date first above written

Witnesses:

Parties to Lease Agreement:

Witness's Name Date

VBCD Board President-Bryan Cronenwett

Witness's Name Date

Lessee's Full Name Date

Lessee's Driver License Number

Witness's Name Date

Lessee's Full Name Date

Lessee's Driver License Number

Witness's Name Date

Lessee's Full Name Date

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