

# SAMPLE HUNTING LEASE AGREEMENT

This hunting lease agreement is for educational purposes only. It is important to check with your attorney before writing and signing a binding legal agreement. You may want more details or fewer details than this lease includes. If you want to provide other services or rights, such as guides, cleaning game, or allowing the lessee to improve the habitat, they should be included.

\_\_\_\_\_, owner of \_\_\_\_\_ farm, (legal description of the land), County, (state), herein referred to as %landowner,+for good and sufficient consideration, as hereinafter set forth, leases hunting rights on those portions of the \_\_\_\_\_ farm, hereinafter described, to \_\_\_\_\_ and others so executing this agreement and hereinafter referred to as %lessees,+on the following terms and conditions:

1. The tract of land, hereinafter referred to as %lease+upon which hunting rights are granted, is the \_\_\_\_\_ farm described herein consisting of approximately \_\_\_\_\_ acres.

*(description of land with aerial photograph if available)*

Lessees understand the location and boundaries of said tract and agree that no hunting rights are granted hereunder on any tract other than the tract herein designated and that no hunting or discharging of firearms shall be done by Lessees while traveling to or from the lease.

2. This agreement and the rights and duties granted and incurred hereunder shall be for a term commencing with the opening of \_\_\_\_\_ season in 20\_\_\_\_, and the closing of \_\_\_\_\_ season in 20\_\_\_\_, as set for \_\_\_\_\_ County, (state), under regulations enforced by the (state wildlife agency) unless terminated pursuant to provisions of this agreement hereinafter set forth. Provided that either the Landowner or Lessee may cancel this agreement by giving written notice of its intent to do so thirty (30) days prior to the date that rental for the second or third year of the term here provided is due. In which event, Lessee shall be relieved of the obligation to pay further rental under the terms and shall deliver possession of the premises.

3. The consideration to be paid by Lessee to Landowner at \_\_\_\_\_ County, (state), is \$\_\_\_\_\_ in cash, one-half to be paid on or before June 1, 20\_\_\_\_, and the balance to be paid on or before October 1, 20\_\_\_\_. Failure to pay the second installment shall thereupon terminate and cancel the lease and the amount already paid shall be forfeited as liquidated damage for the breach of the agreement. A \$\_\_\_\_\_ deposit will be required to insure that lease premises are left in a clean and orderly condition. Farm personnel will inspect the premises within 30 days after the lease expires. If cleanup is necessary, the farm will accomplish such, and the \$\_\_\_\_\_ deposit will be forfeited by the Lessees. If the premises are determined by farm personnel to be clean and orderly, the \$\_\_\_\_\_ deposit will be returned to the Lessees within 60 days after expiration of the lease.

4. Lessees shall not assign this lease or sublet the leased premises without the written consent of \_\_\_\_\_.

5. Lessees shall at all times abide by and obey all state and federal hunting laws and regulations and Lessee shall be responsible for the conduct of Lessee's guests or members in connection with said hunting laws and shall be responsible for any violation of said hunting laws or regulations by said Lessee, its guests, or members. Any violation of the hunting laws or regulations of any governmental authority shall give of immediate cancellation of this lease by the Landowner upon written notice to

Lessees, and in the event of the cancellation of said lease due to violation of game laws by Lessees, its guests or members, no prorata of the rent previously paid shall be made, same to be forfeited as liquidated damages, and Lessees shall, upon receipt of such notice, immediately vacate and surrender unto the Landowner possession of the leased premises. Lessees shall, during the period in which it has access to the leased premises, continually protect same against trespassers and squatters, and to the best of Lessee's ability have such persons apprehended and prosecuted.

6. This lease agreement is expressly made subject to the General Conditions of the Lease, which are attached hereto as Exhibit A, and made a part hereof for all purposes the same as if copied herein verbatim.

7. If Lessees default in the performance of any of the covenants or conditions hereof, including the General Conditions of Lease, which are attached hereto as Exhibit A, then such breach shall cause an immediate termination of this lease and a forfeiture to Landowner of all consideration prepaid. The Lessee shall have no further rights under the term of this lease agreement. In the event a lawsuit arises out of or in connection with this lease agreement and the rights of the parties thereof, the prevailing party may recover not only actual damages and costs but also reasonable attorneys' fees expended in the matter.

8. Landowner shall not be liable for any injuries, deaths, or property damage sustained by (1) any Lessees hereto, (2) any employees of Lessees, (3) any business invitees of Lessees, (4) any guest of Lessees, (5) any person who comes to the leased premises with the express or implied permission of Lessees on the \_\_\_\_\_ farm with permission of the Lessee hereunder except for such injury, death, or property damage as may be sustained directly as a result of Landowner's sole negligence. Lessee hereunder jointly and severally agrees to indemnify Landowner, his agents or employees against any claim asserted against Landowner or any of Landowner's agents or employees as a result of personal injury, death or property damage arising through: (1) the negligence of a Lessee or any persons on the farm with the permission of a Lessee, or (2) through the concurrent negligence of a Landowner or his agents or employees any one or more of Lessees or any person on the \_\_\_\_\_ farm with the permission of the Lessee. All minors permitted by Lessee to hunt, fish, or swim on the leased premises shall be under the direct supervision of one of their parents (or guardian) and when children are present on the leased premises, the parents shall be fully responsible for their acts and safety and agree to hold Landowner harmless therefore, regardless of the nature of the cause of damage, whether property or personal injury, to themselves or others.

9. The leased premises are taken by Lessee in an "as is" condition, and no representation of any kind is made by \_\_\_\_\_ regarding the suitability of such premises for the purpose for which they have been leased.

10. This lease may not be terminated or repudiated by Lessee except by written notice signed and acknowledged in duplicate before a Notary Public by Lessee, and such termination or repudiation shall not be effective until Lessee has mailed one executed copy thereof to Landowner by registered mail and filed the other executed copy thereof for record in the Office of the County Clerk, \_\_\_\_\_ County, state). This lease shall be binding upon the distributees, heirs, next of kin, successors, executors, administrators, and personal representatives of each of the undersigned. In signing the foregoing lease, each of the undersigned hereby acknowledges and represents:

- (a) That he has read the foregoing lease, understands it, and signs it voluntarily; and
- (b) That he is over 21 years of age and of sound mind;

In witness whereof, the parties have set their hands this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

LESSEES: DATE: LANDOWNER: DATE:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

WITNESS: DATE:

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was subscribed, sworn to, and acknowledged before me this \_\_\_\_\_ day of

\_\_\_\_\_, 20\_\_\_\_\_, by \_\_\_\_\_ and \_\_\_\_\_.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
*Notary Public*