

# HUNTING LEASE AGREEMENT

1. **PARTIES.** This Hunting Lease Agreement (“Agreement”) dated on \_\_\_\_\_, is between:

Landowner: \_\_\_\_\_, with a mailing address of \_\_\_\_\_ (“Landowner”), and

Hunter: \_\_\_\_\_, with a mailing address of \_\_\_\_\_ (“Hunter”).

Landowner and Hunter are each referred to herein as a “Party” and, collectively, as the “Parties.” This Agreement permits the Hunter to use the Property under the following terms and conditions:

2. **PROPERTY.** The Landowner agrees to rent the following land to the Hunter:

- Property Address: \_\_\_\_\_.
- Total Land: \_\_\_\_\_  Acres  Square Miles
- Other Description: \_\_\_\_\_.

Hereinafter known as the “Property.”

3. **TERM.** This Agreement starts on \_\_\_\_\_ and ends on a: (check one)

- **Fixed Date.** This Agreement ends on \_\_\_\_\_. If the Landowner does not renew this Agreement at the end of the Lease Term, the Hunter no longer has permission to use and access the Property.
- **Notice to Terminate.** This Agreement is considered a tenancy-at-will lease which allows either Party to terminate by providing at least \_\_\_\_\_ day(s)’ written notice.

Hereinafter known as the “Lease Term.”

4. **EXCLUSIVE USE.** The Hunter shall have: (check one)

- **Non-Exclusive Use.** The Hunter shall not exclusively use the Property during the Lease Term. The Landowner shall have the right to lease or allow others to use the Property during the Lease Term.
- **Exclusive Use.** The Hunter shall have uninterrupted and exclusive use of the Property during the Lease Term. The Landowner agrees not to give permission or rights to any other 3rd party to use the Property for any harvesting-related use.

**5. RENT PAYMENT.** The Hunter agrees to rent the Property for: (check one)

- **One-Time Payment.** \$ \_\_\_\_\_ shall be paid by the Hunter, at the execution of this Agreement, to use the Property during the Lease Term.
- **Monthly Payments.** \$ \_\_\_\_\_ shall be paid by the Hunter on the \_\_\_\_\_ day of each month to use the Property during the Lease Term.
- **Other.** \_\_\_\_\_.

Hereinafter known as the "Rent Payment" and is the total payment required by the Landowner for the Hunter to access the Property during the Lease Term.

**6. GUESTS.** In addition to the Hunter, there are: (check one)

- **No Guests Allowed.** The Hunter mentioned herein, and only the Hunter, shall be permitted to use the Property.
- **Guests Allowed.** \_\_\_\_\_ Guests shall be permitted to use the Property under this Agreement ("Guests"). The Guests: (check one)
  - Names Are NOT Required. The names of the Guests are not required to be disclosed to the Landowner.
  - Names Are Required. Prior to the Guests accessing the Property, the Landowner is required to obtain their names and a photocopy of state-issued identification.

If Guests are permitted, they shall be allowed to access the Property under the same terms and conditions as the Hunter, although, the Hunter must be present at all times when the Guests are on the Property.

**7. CAMPING RIGHTS.** The Hunter is: (check one)

- **Not Allowed to Camp on the Property.**
- **Allowed to Camp on the Property.** At any time during the Lease Term, the Hunter is allowed to camp on the Property with: (check one)
  - No Restrictions.
  - Restrictions. The Hunter can camp under the following restrictions:  
\_\_\_\_\_.

**8. HARVESTING METHODS.** The Hunter is permitted to harvest the Property using: (check one)

- **All Methods.** The Hunter is allowed on the Property to hunt, trap, fish, and use other legally applicable harvesting methods.
- **Specific Methods.** The Hunter is permitted to use the following methods to harvest animals on the Property: \_\_\_\_\_.

**9. ANIMALS PERMITTED.** The Hunter is permitted to harvest: (check one)

- **All Animals.** All animals found on the Property are permitted to be harvested by the Hunter.
- **Specific Animals.** The following animals are permitted to be harvested by the Hunter on the Property: \_\_\_\_\_.

**10. RIGHT TO SUBLEASE.** The Hunter has: (check one)

- **No Right to Sublease.** The Hunter has no right to sublease the Property unless written consent is granted from the Landowner.
- **Rights to Sublease.** At any time during the Lease Term, the Hunter is allowed to sublease the Property to a 3<sup>rd</sup> Party.

**11. LIABILITY INSURANCE.** The Hunter is: (check one)

- **Not Required to Obtain Liability Insurance.**
- **Required to Obtain Liability Insurance.** Prior to engaging in any activities on the Property, the Hunter is required to obtain comprehensive general liability insurance, which shall cover bodily injury, property damage, and any other liability of the Hunter's activities with a minimum limit of liability of \$1,000,000 in the aggregate. The Hunter must provide a certificate of insurance as proof of the required coverage and must name the Landowner as an additional insured on the policy.

**12. HUNTER'S ACKNOWLEDGMENTS.** The Hunter acknowledges the following under this Agreement:

- a.) To be personally responsible for the actions and activities of all Guests, and any other individuals belonging to their party, while on the Property.
- b.) Agrees to indemnify, defend, and hold the Landowner harmless from any claims, liabilities, losses, damages, and expenses, including reasonable attorney fees, arising out of or resulting from the Hunter's use of the Property.

- c.) Maintain proper safety procedures regarding firearms and any other weapons.
- d.) Abide by all federal, state, and local laws.
- e.) Has no right to assign this Agreement unless written consent is granted from the Landowner.
- f.) If permitted to camp on the Property, that any fires started are maintained and properly controlled.
- g.) Shall not be permitted to erect structures on the Property without the Landowner's written consent.
- h.) Accepts the Property in an "as-is" condition and understands that certain weather conditions may interfere with the Hunter's plan for use of the Property.
- i.) To retain any personal property brought onto the Property with no littering allowed whatsoever.
- j.) If exclusive use is granted as mentioned in Section 4 of this Agreement, the Landowner or their agents, employees, or other authorized individuals shall have the right to enter the Property for non-harvesting purposes.

**13. HUNTER'S NON-COMPLIANCE.** If the Hunter should violate any provision of this Agreement, the Landowner shall have the right to terminate this Agreement without any duty or obligation to refund any part of the Hunter's payments made.

**14. GOVERNING LAW.** This Agreement shall be governed in accordance with the laws of the State of \_\_\_\_\_.

**15. ADDITIONAL TERMS & CONDITIONS.**

**16. SEVERABILITY.** Should any provision of this Agreement be deemed invalid or unenforceable, such condition shall not affect the remainder of this Agreement, which shall continue in full force and effect.

**17. ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the Landowner and Hunter and supersedes all prior understandings, agreements, or representations.

**Landowner Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Hunter Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

## HUNTER'S RELEASE OF LIABILITY WAIVER

The Hunter acknowledges and understands that hunting, fishing, and related activities on the Property involve inherent risks and dangers, including but not limited to the risk of personal injury, death, or property damage. The Hunter voluntarily assumes all such risks, both known and unknown, and accepts full responsibility for any personal injury, death, or property damage resulting from such activities on the Property in addition to:

- a.) Release and Waiver of Claims. The Hunter hereby releases, waives, discharges, and covenants not to sue the Landowner, its officers, agents, employees, and assigns (collectively, the "Releasees") from all liability to the Hunter, their personal representatives, assigns, heirs, and next of kin for any loss or damage, and any claim or demands therefore, on account of injury to the person or property or resulting in the death of the Hunter, arising out of or related to the activities conducted on the Property, whether caused by the negligence of the Releasees or otherwise.
- b.) Indemnification and Hold Harmless. The Hunter agrees to indemnify and hold harmless the Releasees from any and all claims, actions, suits, costs, expenses, damages, and liabilities, including attorney's fees, arising out of, connected with, or resulting from the Hunter's activities on the Property, including without limitation, any injury, death, or property damage, whether caused by the negligence of the Releasees or otherwise.
- c.) Insurance. The Hunter agrees to carry, at its own expense, adequate liability insurance covering any legal liability arising out of the Hunter's activities on the Property, with the Landowner named as an additional insured under the policy. Proof of such insurance shall be provided to the Landowner upon request.
- d.) Acknowledgment of Understanding. The Hunter has read this Release of Liability Waiver, fully understands its terms, and understands that it is giving up substantial rights, including its right to sue. The Hunter acknowledges that it is signing the agreement freely and voluntarily and intends by its signature for this release and indemnification clause to be a complete and unconditional release of all liability to the greatest extent allowed by law.

**Landowner Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Print Name: \_\_\_\_\_

**Hunter Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Print Name: \_\_\_\_\_