

## **HUNTING LEASES**

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### **General Terms**

- Owner- The actual owner of the property which is being leased
- Tenant- The party entering into the Lease Agreement with the Owner
- Premises- The physical property covered by the Lease Agreement
- Term- Length of time covered by the Lease Agreement

### **Purpose and Premises**

- Defines the rights granted under the terms of the agreement
- Defines the game species which the Tenant is allowed to harvest
- Provides property location
- County(s) the property is located
- Legal description
- Map(s)

### **Term**

- State both the beginning and termination date and time of Lease Agreement
- Limit term of agreement
- Avoid renewal options

### **Rent**

- Statement of rent paid for use of Premises
- Details payment date(s)
- Details payment amount(s)

### **Owners Retained Uses and Rights**

- Defines the Owners retained uses and rights
- Defines the Tenants responsibilities with respect to the Owners retained rights

### **Unauthorized Activities**

- Describe any and all activities prohibited by the lease
- Establish penalties for performing any of the predefined unauthorized activities

## **Membership**

- Number and types of members
- States the number of members who have access to the property
- Can allow for employees of Tenant
- Assigns responsibility of all members to the Tenant
- Establishes a record of access

## **Management Practices**

- Addresses game management practices
- Establishes set back distances from property or lease boundaries

## **Maximum Number of Vehicles and Hunters**

- Addresses the number of vehicles permitted on the property
- Identifies the maximum number of people hunting at any time
- Establishes guest rules

## **Locks, Keys, and Identification**

- Addresses security
- Establishes a method to identify hunters
- Establishes a method to identify authorized vehicles
- Establishes a fee for lost keys
- Requires all keys to be returned at termination of the lease
- Establishes fines for littering and failure to close gates

## **Unauthorized Activities**

- Restricts Tenant from damaging Owners crops
- Restricts grazing, farming, or other uses of the property
- Protects the retained rights of the Owner

## **Permanent Improvements**

- Require Owner's approval prior to any permanent improvements
- Requires Tenant to secure all appropriate permits
- Requires Tenant to pay any taxes levied on the permanent improvements
- Permanent improvements are the personal property of the Tenant

## **Repairs**

- Requires Tenant to repair any damages to Owner's property caused by the Tenant or members
- Covers roads, gates, crops, culverts, etc.

## **Limitation of Rights**

- Allows for the Owner to reserve the rights to prospect
- Limits the Tenant's right to sub-lease or assign the lease to another party or person
- Restricts the Owner's activities in pursuing its retained rights with respect to the Tenants use of the property
- Restricts the Tenant from fee hunting

## **Default by Tenant**

- Establishes a notification process for default
- Establishes a reasonable time for the Tenant to cure the default
- Allows Owner to terminate lease if the default condition is not cured within the specified time period
- Owner can terminate the lease any time after a default condition has not been cured

## **Termination in Event of Sale**

- Establishes a minimum time period for Owner to notify Tenant of a sale of the property
- Allows for the Owner to terminate the lease due to a sale

## **Control of Nuisance Species**

- Identifies nuisance species
- Allows the Owner to control the identified nuisance species by any means necessary

## **Fire and other Damages**

- Requires Tenant to notify Owner of any damages to the property or equipment
- Requires Tenant to reimburse Owner for any and all damages caused by the Tenant or member
- Allows Owner to terminate lease if a fire is the cause of a Tenant or member

## **Harvest Restrictions**

- Establishes minimum size restrictions for harvesting game animals

- Establishes harvest data requirements

### **Exotic Animals**

- Establishes restrictions with respect to exotic species
- The Owner can limit harvest of certain animals as listed here

### **Waiver and Release Forms**

- Require all persons entering on the Premises to sign a waiver and release agreement
- A properly worded waiver and release form will afford some legal protection to the Owner if a suit is filed
- Require all persons to sign a log book showing their date of entrance and departure on the Premises.
- The log book and signed waivers can establish or dispute a persons claim for damages
- Require the Tenant to submit all completed waivers to the Owner within some designated time period

### **Liability and Property Damage Insurance**

- Require all Tenants to provide proof of liability insurance
- The Owner should require proof of both vehicular and general liability coverage
- Declaration pages should be supplied directly from the insurance carrier providing coverage
- The Owner may want to acquire the general liability policy and name the Tenant as “Additionally Insured”, this will ensure there is both sufficient coverage limits and continuous coverage

### **Indemnification of Property Owner**

- This is a statement when incorporated into the lease agreement which assigns responsibility to the Tenant for defending the Owners interest if a legal suit is filed arising from the activities of the Tenant

### **Other Conditions**

- Condemnation
- Hazardous materials
- Offensive and unlawful use
- Compliance with laws and regulations
- Compliance with terms of Lease Agreement
- Notices
- Miscellaneous provisions



