

HUNTING LAND LEASE AGREEMENT

STATE OF _____ COUNTY OF _____

This Hunting Land Lease Agreement is made by and between _____ [Landowner] hereinafter called "Lessor" and _____ [Hunter(s) or Hunting Party] hereinafter called "Lessee."

The Lessor, in consideration of the covenants and agreements to be kept and performed, does hereby lease to the Lessee the premises located at _____, consisting of _____ acres, and legally described as [insert legal description of property if available], hereinafter "Premises", subject to the terms and conditions set forth herein below:

1. Lessor agrees to lease the Premises to the Lessee, for the purpose of hunting [insert game species] during the term described in Paragraph 2, below, in accordance with all state and federal laws, rules, and regulations, including but not limited to the regulations of The [insert state] Department of Natural Resources. Lessee understands and agrees that the Premises is not leased for agricultural and grazing purposes.
2. The term of this Lease shall commence on _____, 201__ at _____ a.m./p.m. (arrival time) and shall end on _____, 20__ at _____ a.m./p.m. (departure time). Early arrival and/or late departure is NOT allowed without prior approval.
3. The Lessee agrees to pay to lease the Premises for the sum of \$_____, payable no later than _____, 20__. [Cashier's checks, credit card, personal check, cash] are the only acceptable forms of payment. Please make any check payable to: [insert name of Lessor] and mail to: [insert address of Lessor].

Lease Fee: \$ _____

Other Fee: \$ _____

Total Due: \$ _____

4. Lessee will deposit with the Lessor simultaneously herewith a security and damage deposit of \$_____ to guarantee occupancy of the Premises and performance by the Lessee of all conditions and obligations in this agreement. Refund of damage deposit will be made within three weeks of the conclusion of the lease period providing there is no damage or excessive clean-up or maintenance required. Refund will be made in the form of [a check or other form of payment]. This Lease Agreement and your security/damage deposit must be returned to _____ by _____, 20__, after which we will no longer hold your dates.
5. Lessee shall take proper care of the leased property, the dwellings, and all other improvements located thereon, and shall be liable to Lessor for any damage caused to domestic livestock, trees, fences, roads, or other property of Lessor due to the activities of Lessee or their guests exercising privileges under this lease.
6. Lessee must be 18 years old or older.
7. 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 (or guardian) shall be fully responsible for their acts and safety and agree to hold Lessor harmless therefor, regardless of the nature of the cause of damage, whether property or personal injury, to themselves or others.

8. Lessee agrees that any hunter or hunting party may not use the land in this Lease Agreement without being accompanied by a signing member of this lease unless written permission has been granted by the Lessor.
9. In the event any hunter in the hunting party paying consideration for this Lease fails to execute the same, then those hunter(s) executing the agreement shall be deemed as agents for such other hunters and responsible for all obligations hereunder imposed upon each individual member of the party. Violation of any agreement or obligation herein by any member of the hunting party shall cause the lease, at the request of the Lessor, thereupon to cease and terminate as to the entire group, and all rights granted hereunder will be forfeited.
10. No activity will be carried on at the Premises that will disturb occupants or other neighbors and Lessee will not allow any nuisance to occur or exist. Good housekeeping habits will be exercised so as to prevent insect, bug, or rodent infestation or other hazards. No accumulation of garbage or refuse on the Premises will be permitted. All trash, including carcass matter, must be bagged and taken with Lessee on their departure, or disposed of in accordance with on-site instruction.
11. All reservations cancelled are subject to a cancellation charge of \$_____. For reservations cancelled less than ___ days prior to scheduled arrival, no refund will be made if the land is not leased for the reserved period. If the land is re-leased, all monies will be refunded less the \$_____ cancellation charge. No refunds will be made for early departures or if number in party decreases.
12. Lessee's liability for damages to the Premises shall not be limited to the amount of said deposit, but said liability shall include full payment for restoration or repair of damaged Premises.
13. Lessee shall be solely responsible for any thefts, acts of vandalism, or other damage or loss of personal property which may occur during the course of this Lease Agreement, whether said damage or loss be the property of Lessee or of Lessee's guests, associates, invitees, or any other person or persons.
14. It is expressly agreed by and between the parties that Lessor, Lessor's agents, representatives and employees are exempted and held harmless from any and all liability, and any damage or injury (including death) to any person or property caused by or resulting from fire, weather, animals, and other conditions resulting or arising from any other cause happening whatsoever, including any negligent acts by person, including the Lessor, Lessor's agents, representatives and employees and the Lessee shall be solely responsible for and hold the Lessor, Lessor's agents, representatives and employees harmless from any and all claims whatsoever, it being understood by and between the parties that this clause is material to the making of this agreement, and is a significant part of consideration relative to the amount of rent paid by Lessee. This obligation of the Lessee shall further apply to all of Lessee's guests, invitees, business associates, and all other persons present or permitted on the Premises under the direction or permission of the Lessee.
15. Lessor shall have free access at reasonable times to the Premises in order to inspect, examine and exhibit the same or make needed repairs, and Lessor shall have the right of entry in the event of any emergency, nuisance, or disturbance, in the opinion of the Lessor, and such entry shall not violate the Lessee's rights, nor shall the Lessor incur any liability to the Lessee therefore. Lessee and Lessor agree to cooperate so that the respective activities of one will not unduly interfere with the other.
16. Lessee may not sublet all or any part of this Lease Agreement without written permission from the Lessor.
17. OTHER TERMS AND CONDITIONS:

The names and addresses of the parties to this Lease Agreement are as follows:

Lessee:		Lessor:	
Address:		Address:	
Email		Email:	
Telephone:		Telephone:	

This Lease incorporates and embodies the entire agreement between the parties, and no oral modification hereto shall be recognized as binding, regardless of the conduct of the parties, unless reduced to writing and signed by both parties.

IN WITNESS WHEREOF, the parties have agreed to and have accepted the foregoing terms of this Agreement to be properly executed on:

Date: _____

[Insert Name of Lessor], Lessor

Date: _____

[Insert Name of Lessee], Lessee

*Copy of Lessee's driver's license is required.

OPTIONAL CLAUSES

Lessor will allow hunting parties with a maximum group of _____ individuals. If the Lessee has been found in violation Lessor will have the right to cease and terminate this lease as to the entire group, and all rights granted including payments hereunder will be forfeited.

Lessee further states that they have inspected the described property and have found the premises to be in an acceptable condition and hereby waive any right to complain or to recover from Lessor in the future relating to the condition of the lease property or any improvements located thereon.

Lessee shall have the right to use any connecting road(s) of Lessor solely for ingress, egress, or regress to the Land, such use, however, shall be at Lessee's own risks and Lessor shall not be liable for any latent or patent defects in any such road nor will it be liable for any damages or injuries sustained by Lessee arising out of or resulting from the use of any of said Lessor's roads.