

HUNTING LEASE

THIS HUNTING LEASE (this "Lease") is made and entered into this ____ day of _____, 20__ (the "Effective Date") and is by and between _____ ("Lessor") and _____ ("Lessee").

RECITALS

A. Lessor is the fee owner of the Property (as defined below) and/or otherwise has full right and authority to enter into this Hunting Lease.

B. Lessor desires to lease the Property to Lessee, and Lessee desires to lease same from Lessor, for the purposes and upon the terms and conditions set forth herein.

THEREFORE, in consideration of the recitals above, and upon the terms and conditions set forth below, and for other consideration acknowledged and received, the parties agree as follows:

I. **Lease of Property**. Lessor hereby leases the Property described on Exhibit A hereto to Lessee, and Lessee leases same from Lessor. The Property is leased to Lessee on an as-is/where-is basis, with no representation or warranty whatsoever as to the condition of the property, the population of game, waterfowl or other animals, or any other purpose, unless expressly otherwise stated herein; and Lessee accepts the Property on such as-is basis. The Property consists of approximately _____ acres, and includes the right to use:

Buildings or other structures

Description: _____.

There are no buildings or other structures

Water hookup

Electric hookup

Access:

Lessor has no obligation to snow-plow roads or otherwise ensure access to the Property. Snow plowing is Lessee's responsibility.

Lessor will snow-plow and otherwise ensure reasonable Property access.

Excluded areas/Cattle:

There is cattle present at the Property. Cattle areas are excluded from this Lease and any hunting.

There is no cattle at the Property.

Additional information about the Property and/or any excluded areas: _____

_____.



II. Exclusivity/Nonexclusivity.

- The Property is leased to Lessee exclusively
- The Property is not leased to Lessee exclusively. Accordingly, there may be other tenants, lessees, users and/or licensees at the Property (including any improvements at the Property, and including other hunters), or at any portion of the Property, whether presently or in the future.

Lessor's entry rights:

- Notwithstanding anything herein to the contrary, Lessor shall at all times have the right to enter the Property.
- Lessor shall only enter the Property upon reasonable prior notice to Lessee. However, in the event of an emergency, Lessor may enter without prior notice.

III. Permitted Uses. The Property may be used by Lessee for the following purposes, and for uses directly ancillary thereto, and for no other purposes. Check all boxes that apply.

- Hunting
- Target practice
- Overnight camping in designated areas
- ATV/Quad
- Other: _____.

Insert applicable limitations and restrictions: _____

_____.

Failure of Lessee (including any guests or invitees of Lessee) to comply with the above limitations and restrictions constitutes an immediate default under this Lease.

Maximum number of hunters under this Lease: _____.
Lessee shall not exceed the maximum number of hunters mentioned immediately above.

Seasonal/Hours of use/Days of Use:

- The Property may be used year-round.
- The Property may only be used during the applicable hunting season.
- The Property may only be used during the following hours: _____.
- The Property may only be used on the following days: _____.
- So long as use does not unreasonably interfere with the quiet enjoyment of the Property of other tenants, licensees and users of the Property (if any), there is no limitation on hours of use or days of use of the Property.



Animals:

Lessee may bring the following animals onto the Property:

Lessee shall not bring any animals onto the Property.

Commercial/Recreational:

This Lease is for non-commercial use only.

Commercial use is permitted.

IV. Term. The Term of this Lease is the following:

One-year term

Six-month term

Month-to-month

Other: _____.

Lessee may begin using and occupying the Property on the following date: _____.

This Lease shall end on _____, at which time Lessee shall have vacated and departed from the Property.

If there is no end-date specified immediately above, this Lease shall continue on a month-to-month basis unless either party provides the other with 30-day advance written notice of termination.

V. Rent. In consideration of this Lease and the rights and privileges granted to Lessee hereunder, Lessee agrees to pay rent to Lessor as follows:

Amount: \$ _____

Per: _____ [Insert per week, per month or other applicable frequency.]

Due Date: _____ Rent must be paid on or before this due date.

Additional Rent: \$ _____ [Insert any additional rent due.]

Rent is due in advance, in U.S. Dollars, without demand, offset, or reduction. Rent is payable to Lessor at the following address: _____.

Late Fee in the amount of \$ _____ if rent is delinquent.

No Late Fee is required.

The rental amount above includes \$2 Million of hunting liability insurance premiums.



- The rental amount above does not include hunting liability insurance premiums. Lessee must separately purchase its own hunting liability insurance, per Section VII below and provide Lessor with evidence of same.

VI. Security Deposit. Prior to the Lessee's occupancy and use of the Property, Lessee must provide a security deposit to Lessor as follows:

- Security deposit of \$_____.
- Security deposit not required.

Lessor is entitled to use and apply the Security Deposit towards any delinquent rent or other monetary obligation of Lessee hereunder, and/or towards any damages to the Property caused by Lessee (excluding reasonable wear and tear). The remaining security deposit (if any) will be refunded to Lessee within thirty (30) days after this Lease has terminated.

VII. Insurance.

- Throughout the term of this Lease, Lessee shall maintain hunting liability insurance of not less than \$_____, with an insurer reasonably acceptable to Lessor. The insurance must name Lessor as an additional insured. Lessee shall provide a certificate of insurance prior to occupancy, and thereafter upon request of Lessor from time to time.
- Separate hunting insurance is not required. Lessor is providing the hunting insurance.

Additional insurance requirements: _____

_____.

VIII. Compliance with Laws. While using the Property, Lessee shall comply with applicable laws, rules, and regulations at all times, including without limitation firearm laws and regulations and hunting quotas. Lessee shall at all times maintain the necessary licenses, permits, and entitlements for use of the Property, all at Lessee's sole cost and expense, and shall ensure that all of Lessee's users of the Property carry the appropriate licenses, permits, and entitlements for their respective use.

IX. Contact Information and Notices. Any notices provided under or in connection with this Lease shall be in writing and shall be sent to the following contacts:

Lessor's Name: _____
Lessor's Cell Phone Number: _____
Lessor's Email Address: _____



Lessor's Mailing Address: _____.

Lessee's Name: _____.

Lessee's Cell Phone Number: _____.

Lessee's Email Address: _____.

Lessee's Mailing Address: _____.

X. Assumption of the Risk and Disclaimer; Indemnification. Lessee acknowledges that firearms, hunting, interaction with animals, and other uses of the Property are inherently dangerous activities and can lead to serious bodily injury and/or death, and further that the Property includes untamed land and is likely to have hazards. Any use of the Property is at Lessee's sole risk and liability, and Lessee hereby expressly assumes all risk of any damage, injury, harm, or death in connection with this Lease and the use of the Property. Lessor shall have no liability, cost or expense whatsoever under this Lease or for Lessee's use of the Property, including any personal injury, damage, harm or death, and Lessee hereby agrees to indemnify and hold Lessor (together with Lessor's agents, employees, officers, directors, contractors, owners, members, shareholders, heirs, successors and assigns) harmless from and against any claim, liability, cost, damage or expense, whether due to personal injury including death or due to any damage or harm to the Property or any other property or otherwise (excluding any such damage caused by the negligence or willful misconduct of Lessor),

XI. Safety. Lessee shall be responsible for ensuring the safety of itself and its employees, guests, invitees, and any others who use the Property under this Lease. Use of the Property shall always be done in a safe, vigilant, and appropriate manner, using safe equipment, appropriate ear and other protection as needed, and respecting all customary firearm and hunting safety requirements and guidelines. Firearms shall not be loaded when in the vicinity of buildings or vehicles. Lessee shall comply with any applicable "no burn" days and other fire safety guidelines and requirements, shall be vigilant in regard to fire safety, and shall otherwise ensure that any fires are done in a safe manner and never left unattended. Lessee must promptly report any wildfires to appropriate authorities.

XII. Assignment and Subleasing. The following applies with regard to this Lease:

- Assignment of this Lease and/or subletting are prohibited.
- Assignment if this Lease and/or subletting are permitted with the prior approval of Lessor on a case by case basis.

XIII. Default. Failure to pay rent or any other monetary obligation hereunder, or violation of any other term or provision by Lessee under this Lease, constitutes a default. Upon a default, Lessor shall have the right to send Lessee a notice of default.

- Default cure period: _____.
- No cure period.



If Lessee has not cured the default by the expiration of the above cure period (if any) after receipt of Lessor's notice of default, or if Lessee is in default and Lessor has provided a notice of default to Lessee and there is no cure prior as indicated above, then Lessor shall have the right to deem this Lease in default and shall have the right to pursue and exercise all rights and remedies under applicable law, which may include terminating this Lease, terminating any license or right to use hereunder, sending a notice to quit and/or seeking eviction or unlawful detainer, and seeking damages and/or injunctive relief as against Lessee. In the event Lessor prevails in any such action, Lessee shall be responsible for and shall reimburse and indemnify Lessor for Lessor's reasonable attorney's fees and court costs incurred in the enforcement of this Lease.

XIV. Broker's Commission/Finder's Fee. If any broker's commission, leasing commission or finder's fee is due as a result of this Lease, such commission or fee shall be paid in full by the party noted below, and such party shall indemnify the other party for any claim or demand in regard thereto:

- Lessor** is responsible for all leasing commissions and/or finder's fees.
- Lessee** is responsible for all leasing commissions and/or finder's fees.

XV. Alterations. Lessee shall not alter the Property, or any portion thereof, or any improvement thereon, without the express prior written consent of Lessor. Lessee shall not remove or trim any trees or other vegetation without the express prior written consent of Lessor.

XVI. Additional Terms. This Lease shall be governed by and construed in accordance with the laws of the state in which the Property is located. Any amendment to this Lease must be in writing. This Lease contains the entire agreement between the parties with regard to the subject matter hereof, and any prior communications between the parties with regard to this subject matter hereof are included in this Lease, and if not so included have no force or effect and no longer apply. This Lease is binding on the parties hereto and their respective heirs, successors and permitted assigns. The Section and subsection captions are for convenience of reference only and are not intended to impart legal meaning. Lessee agrees to reasonably cooperate with law enforcement with regard to any incident or matter under this Lease or Lessee's use of the Property hereunder.

XVII. Other Terms and Provisions:



IN WITNESS WHEREOF, the undersigned execute this Hunting Lease as of the date set forth above:

Lessor: _____

Signature: _____

Print Name: _____

Lessee: _____

Signature: _____

Print Name: _____



Exhibit A

Insert Description of the Property



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