

State of \_\_\_\_\_

## HUNTING LEASE AGREEMENT

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This Hunting Lease Agreement (this "Agreement") is made this \_\_\_\_\_, 20\_\_ by and between:

**Landowner:** \_\_\_\_\_ ("Landowner") AND

**Lessee(s):** \_\_\_\_\_ ("Lessee").

In the event there is more than one Lessee, each reference to "Lessee" shall apply to each of them, jointly and severally. Each Lessee is jointly and severally liable to Landowner for payment and performance in accordance with all other terms of this Agreement. Each Landowner and Lessee may be referred to individually as a "Party" and collectively as the "Parties."

**1. Premises.** The premises leased is a \_\_\_\_  acres  square miles hunting area, specifically described as \_\_\_\_\_, located at \_\_\_\_\_, City of \_\_\_\_\_, State of \_\_\_\_\_, \_\_\_\_\_ (the "Premises").

**2. Agreement to Lease.** Landowner agrees to lease to Lessee, and Lessee agrees to lease from Landowner, the Premises for the purposes of hunting, according to the terms and conditions set forth herein.

**3. Term.** This Agreement shall be considered a: (check one)

Fixed-Term Lease. This Agreement will be for a term beginning on \_\_\_\_\_, 20\_\_ and ending on \_\_\_\_\_, 20\_\_ (the "Term").

Indefinite Lease. This Agreement will begin on \_\_\_\_\_, 20\_\_ and continue until terminated by either Party (the "Term").

**4. Payment.** Lessee will pay Lessor a/an (Check one):  monthly  annual  other: \_\_\_\_\_ rent of \$\_\_\_\_\_ for the Term. Rent will be payable in advance and due no later than the \_\_\_\_\_ day of the payment period. The first rent payment is payable to Lessor when Lessee signs this Agreement. Rent will be paid to Lessor at Lessor's address provided herein (or to such other places as directed by Lessor) by mail or in person by one of the following methods (Check one):  Cash  Personal check  Money order  Cashier's check  Credit card  PayPal  Electronic transfer  Other: \_\_\_\_\_, and will be payable in U.S. Dollars.

Checks should be made payable to: \_\_\_\_\_ [Name] and sent to: \_\_\_\_\_ [Address]. A fee of \$\_\_\_\_\_ will be charged to Renter for dishonored checks.

Proration:  Rent for any period during the Term which is for less than one month will be a pro rata portion of the monthly installment.

**5. Late Fee.**

A late fee will be charged if rent is not paid on time. Rent paid after the \_\_\_\_\_ day of each payment



period will be deemed as late; and if rent is not paid within \_\_\_\_\_ days after such due date, Lessee agrees to pay:

- a set late charge of \$\_\_\_\_\_.
- \_\_\_\_\_ % of the balance due per day for each day that rent is late.

A late fee will NOT be charged.

**5. Security Deposit.** (Check one)

Owner reserves the right, at its discretion, to charge a security deposit at the time of reservation in the amount of \$\_\_\_\_\_. This deposit will be refunded after Renter's departure and an inspection of the Rental Space by Owner, less any deductions for damage to the Rental Space or furnishings, and excessive mess requiring additional cleaning or other costs incurred outside the normal course due to Renter's rental of the Rental Space.

A security deposit is NOT required.

**6. Hunting Permissions.** The Lessee is permitted to hunt the following game on the Premises (check all that apply):

- Deer
- Turkey
- Waterfowl
- Upland Birds
- Small Game
- Predators
- Other: \_\_\_\_\_

The hunting methods allowed (check all that apply):

- Rifle
- Bow
- Shotgun
- Muzzleloader
- Crossbow
- Other: \_\_\_\_\_

**7. Hunting Regulations.** Lessee agrees to comply with all federal, state, and local hunting laws and regulations. ( The Landowner may impose additional rules or restrictions specific to the Premises, which are attached as Exhibit A.)

**8. Use of Premises.** The Premises will be used exclusively for hunting and related activities by Lessee and permitted guests. Lessee will not engage in any activity that could damage the Premises or disrupt the natural habitat.

**9. Guests and Visitors.** (Check one)



Lessee is allowed to bring a maximum of \_\_\_\_\_ guests onto the Premises for hunting purposes. Lessee is responsible for ensuring that guests comply with all terms of this Agreement and any applicable hunting laws.

No guests will be allowed on the Premises.

**10. Liability.** Landowner is not responsible or liable for any accidents, injuries, or property damage that occurs during the use of the Premises for hunting. Lessee agrees to assume all risks and liability associated with hunting activities and to indemnify and hold Landowner harmless from any claims.

**11. Insurance.** (Check one)

Lessee is required to maintain liability insurance covering hunting activities on the Premises with a minimum coverage of \$\_\_\_\_\_. Proof of insurance must be provided to Landowner before the Term begins.

Lessee is NOT required to maintain liability insurance.

**12. Termination.** Either Party may terminate the Agreement by providing a written notice to the other Party. Lessee may terminate the Agreement by providing a \_\_\_\_\_ (Check one)  day  year  other: \_\_\_\_\_ written notice, and Landowner may terminate the Agreement by providing a \_\_\_\_\_ (Check one)  day  year  other: \_\_\_\_\_ written notice.

Landowner may terminate this Agreement immediately if Lessee violates any terms of this Agreement, including hunting laws and regulations. In the event of such termination, Lessee will forfeit any fees paid. If Lessee fails to pay rent or additional rent as specified in this Agreement, the Landowner may terminate the Agreement by providing a \_\_\_\_\_ (Check one)  day  year  other: \_\_\_\_\_ written notice to Lessee.

**13. Cleaning.** (Check one)

A cleaning fee of \$\_\_\_\_\_ will be charged to the Lessee.

A cleaning fee will NOT be charged to the Lessee.

**14. Equipment and Furnishings.** The following items will be provided with the Premises: [ ]

Furnishings and equipment are subject to change without notice. All items provided must not be removed from the Premises area. Any loss of or damage to the Premises' furnishings or equipment exceeding normal wear and tear will be charged to the Lessee. The Premises will be inspected by the Landowner after the Lessee's departure. All contents of the Premises remain the property of the Landowner. If any item is damaged or malfunctions, Lessee must notify the Landowner immediately. Lessee is not permitted to alter or rewire any electronic equipment provided with the Premises.

**15. Force Majeure.** (Check one)

If there is a storm or severe weather and a mandatory evacuation order is issued by state or local authorities, Renter shall be entitled to a prorated refund for each night Renter is unable to occupy the Rental Space. Owner will not be liable, or deemed in default, under this Agreement for any failure to perform or delay in performing any of its obligations due to or arising out of any act not within its control,



including, without limitation, acts of God.

No refunds will be given if there is a storm or severe weather (i.e., hurricane, earthquake, forest fire), even if a mandatory evacuation order has been given. Owner will not be liable, or deemed in default, under this Agreement for any failure to perform or delay in performing any of its obligations due to or arising out of any act not within its control, including, without limitation, acts of God.

**16. Limitation on Liability.** Landowner is not responsible for any accidents, injuries, or illness that occur in connection with the Premises. Landowner is not responsible for loss of personal belongings or valuables in connection with the Premises. Lessee agrees to assume the risk of any harm arising from the use of the Premises. UNDER NO CIRCUMSTANCES, AND UNDER NO LEGAL THEORY, INCLUDING TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE, SHALL LANDOWNER BE LIABLE TO LESSEE OR ANY OTHER PERSON FOR ANY DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR LESSEE'S RENTAL OF THE PREMISES OR USE OF THE PREMISES. IN NO EVENT WILL LANDOWNER BE LIABLE FOR ANY DAMAGES IN CONNECTION WITH THIS AGREEMENT, EVEN IF LESSEE SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE.

**17. Indemnification.** Lessee acknowledges that the use of the Premises is entirely at their own risk. Lessee will indemnify, defend, and hold Landowner harmless of and from any and all expenses, costs, damages, suits, actions, or liabilities whatsoever arising from or related to any and all loss of, or damage to, personal property, including injury or death, resulting from the use or occupancy of the Premises.

**18. Violation of Agreement.** If Lessee violates any of the terms of this Agreement, including but not limited to Premises Rules and Restrictions, Landowner may terminate the rental and Lessee will forfeit all fees paid.

**19. Governing Law.** This Agreement and all transactions contemplated by this Agreement will be governed by, and constructed and enforced in accordance with, the laws of the State of \_\_\_\_\_ (not including its conflicts of laws provisions). Any dispute arising from this Agreement shall be resolved through: (Check one)

Court litigation. Disputes shall be resolved in the courts of the State of \_\_\_\_\_.

If either Party brings legal action to enforce its rights under this Agreement, the prevailing party will be entitled to recover from the other Party its expenses (including reasonable attorneys' fees and costs) incurred in connection with the action and any appeal.

Binding arbitration. Binding arbitration shall be conducted in accordance with the rules of the American Arbitration Association.

Mediation.

Mediation, then binding arbitration. If the dispute cannot be resolved through mediation, then the dispute will be resolved through binding arbitration conducted in accordance with the rules of the American Arbitration Association.

**20. Amendments.** This Agreement may be amended or modified only by a written agreement signed by both Landowner and Lessee.



**21. No Waiver.** Neither Landowner nor Lessee shall be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly and in writing.

**22. Severability.** If any provision of this Agreement is held to be invalid or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Agreement.

**23. Notices.** Any notice or communication under this Agreement must be in writing and sent via one of the following options:

- personally delivered
- sent by overnight courier service
- certified or registered mail (postage prepaid, return receipt requested)
- facsimile
- electronic email transmission
- other: \_\_\_\_\_

**24. Successors and Assigns.** This Agreement will inure to the benefit of and be binding upon Landowner, its successors and assigns, and upon Lessee and its permitted successors and assigns.

**25. Entire Agreement.** This Agreement ( and Exhibit A) represents the entire understanding and agreement between the Parties with respect to the subject matter of this Agreement and supersedes all other negotiations, understandings, and representations (if any) made by and between the Parties.

**26. Miscellaneous.** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IN WITNESS WHEREOF, the Parties hereto, individually or by their duly authorized representatives, have executed this Agreement as of the Effective Date.

\_\_\_\_\_  
**Landowner Signature**

\_\_\_\_\_  
**Landowner Full Name**

\_\_\_\_\_  
**Lessee Signature**

\_\_\_\_\_  
**Lessee Full Name**

