

# HUNTING LEASE AGREEMENT

This **Hunting Lease Agreement** (“**Lease**”) made on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ is entered into by and between \_\_\_\_\_ (“Landowner”) and \_\_\_\_\_ (“Hunter(s)”). When the Landowner or the Hunter(s) are referred to individually, they are known as a “Party.” When referred to collectively, they are known as the “Parties.”

The Parties have come to terms and agree on the following:

The Landowner has granted to Hunter(s) the right to discharge firearms for the purpose of hunting and the right to carry out other forms of hunting on the land/property that will be leased. The hunting activities, at all times, must be comply with the relevant laws in the United States and in the state the property is located, \_\_\_\_\_. The land that the Hunters will perform hunting and discharging firearms on is described below:

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Hereinafter it is referred to as referred to as the “Leased Property”.

**PURPOSE:** Under this Agreement, the Hunter(s) are only allowed to use the Leased Property to hunt game of various types. It is not permissible for the Hunter(s) to use it for a different purpose unless that purpose has been stated in this Agreement. Under this Agreement, the Hunter(s) are given privileges as listed below: (check all that apply)

- Hunting animals
- Shooting animals
- Protecting animals
- Playing games permitted for hunting
- Other: \_\_\_\_\_

**LEASE TERM AND PAYMENT:** The Hunter(s), as part of this Agreement, consents to pay the Landowner rent to make use of the Property described above. The rent amount is \$\_\_\_\_\_ for a period that starts on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (“Commencement Date”) and ends on the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ (“Expiration Date”). This Agreement may end prematurely if the legal hunting season ends earlier pursuant to the relevant laws and regulations in the state.

**SURRENDER OF PROPERTY:** At the end of the Lease Term, the Hunter(s) will relinquish possession of the Leased Property in the same state and condition or as good a state as the Leased Property was at the Commencement Date. Wear and tear from reasonable usage and the elements are acceptable.

**COMPLIANCE WITH LAW:** All parties to this Agreement explicitly agree to act in line with the laws at the state, local, and federal levels as well as additional regulations and laws that govern hunting and shooting. The Hunter(s) are responsible for reporting

violations of the relevant law and or regulations. Additionally, they will provide any necessary help to law enforcement officers if the need arises. If the Hunter(s) using the leased property belong to an organization then the organization and all of its members (which also include guests of the members) will be referred to as Hunter(s) under the terms of this Agreement.

**FIRE PREVENTION:** The Hunter(s) will not be the reason for a fire on the Leased Property whether intentionally or accidentally and they consent to use and take advantage of any and all safety measures available to protect the Leased Property from damage resulting from fire or any other cause.

**WAIVER:** All provisions of this agreement are considered valid and not waived unless a written waiver is created and added as an amendment to this Hunting Lease Agreement. It must be signed by the Landowner and the Hunter(s). The Landowner will not be liable to the Hunter(s) in the case of any injury, damage, loss, or death that occurs as a result of actions carried out or not included in this Agreement. Hunter(s) agree to release the Landowner and to hold the Landowner harmless from any and all claims or demands which include but are not strictly limited to fees associated with an attorney, interests, or the costs associated with the activities of the Hunter(s) on the Leased Property.

**ASSIGNMENT AND SUB-LETTING:** This Agreement will not be assigned by the Hunter(s). The Hunters will not sublet or grant a usage license for any part of the Leased Property unless the Hunter(s) have been given prior consent, in writing, by the Landowner. If the Landowner consents to such an assignment or sublet, that does not constitute consent to subsequent sublets or assignments. Any sublet or assignment without the consent of the Landowner in writing will be considered void and will constitute a violation of this Agreement and grounds for termination of this Agreement at the discretion of the Landowner.

**CONDITION OF PROPERTY:** The Hunter(s) agrees and warrants that the Hunter(s) Hunter(s) has inspected the Leased Property and considers it to be in good condition at the time this Agreement is entered into.

**INSPECTION OF PROPERTY:** Landowner and the agents of the Landowner will have the authority and right at reasonable times with at least 24 hours' notice during the term of this Lease Agreement to visit, enter, and inspect the Property. They may visit for various reasons including but not limited to repairs, alterations, and additions to the property at the discretion of the Landowner. Additionally, the Landowner and their agents have the authority to display the Property and set up signs such as "for sale", "for rent", etc.

**TERMINATION:** Both the Landowner and Hunter(s) agree that either of the parties may cancel this Lease Agreement. It may be canceled with or without cause at any time during the effective Term of this Agreement. If canceled by the Hunter(s) all rent paid

but unused will be forfeit by the Hunter(s) as compensation to the Landowner to offset expenses that may have been incurred to make the land available. As such, it will not be refunded to the Hunter(s).

**ADDITIONAL PROVISIONS, RULES OR REGULATIONS:** (Specify "none" if there are no additional provisions)

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**IN WITNESS WHEREOF**, the parties have caused this Lease to be executed the day and year first above written.

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

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

**Landowner's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_