

Sample General Hunting Lease Compilation

This sample lease is a compilation of clauses from many existing hunting leases that are available online. It is important that parties carefully read and understand what is covered in any lease form because the language in the written document will generally resolve disputes that arise under the lease. This document is intended for educational purposes only and should not be used as a legal form without modification by competent council to fit the parties' circumstances.

This Hunting Lease (referred to as " Lease" hereafter) is entered into as of the _____ day of _____, 20__ between _____ (hereinafter referred to as "Lessor") and the following individual or group of individuals, _____ (hereinafter singularly or collectively referred to as "Lessee").

Subject to the terms and conditions set forth in this Agreement, Lessor does hereby grant to Lessee the exclusive right to access and hunt on the Leased Area described below:

Insert legal description here

A map of the leased premises is attached to the end of the Lease.

THIS LEASE IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. Lessee shall pay as annual rent for the lands leased the sum of _____ Dollars (or \$ _____ per acre), the balance to be paid on or before _____ of each year, for the following hunting seasons.

2. In the event any Lessee paying consideration for this lease fails to execute the same, then those Lessees executing the Lease shall be deemed as agents for such other Lessees 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 Lessees shall cause the lease thereupon to cease and terminate as to the entire group and all rights granted hereunder forfeited.

3. Lessees, collectively, shall be entitled, under this agreement, to kill and remove from the Leased Area the following numbers of animals and no more, except as expressly indicated in this lease and subject, however, to all state and federal game laws governing bag limit and possession:

_____ buck deer

_____ doe deer

_____ quail

_____ rabbits

_____ squirrels

_____ turkeys

_____ bear

Nuisance species such as coyote, crows and feral hogs may be taken at any time as the law allows.

4. Lessees shall not assign this Lease or sublet the Leased Area without the express written consent of Lessor.
5. No commercial hunting, fishing or guide activities may occur on the property by any Lessees or their guests.
6. The Lessee agrees to limit number of hunters (members & guest) in order to protect game populations. Each Lessee may designate two guests to use the Lease when the Lessee is physically present in the Leased Area. The names of the two designated guests must be provided in writing to the Lessor before the guests can hunt on the property. The Lessee is responsible for the actions of the guests.
7. Lessees agree to help protect said lands from trespass by posting signage and reporting trespassers to the Lessor. Lessees will also make an effort to put out, suppress or report any wildfires that may occur on the property.
8. Lessees and guests shall at all times obey all state and federal laws and regulations and Lessee shall be responsible for the conduct of Lessee's guests. Lessees and guests shall also obey all hunting laws and restrictions and shall be responsible for any violation of said hunting laws or regulations by said Lessees, its guests, or other members.
9. While on the Leased Area, the Lessee shall: observe the rules of safe gun handling; never shoot in the direction of any people, buildings, or livestock; leave all gates as the Lessee's finds them; use proper care in crossing fences; and not use alcohol or drugs.
10. Hunting and shooting are prohibited within 75 yards of any dwelling on the Leased Area or dwellings on neighboring property.

11. Lessees understand and agree that the lease premises is not leased for agricultural purposes and takes subject to the rights of persons holding this interest. Lessees further take subject to the right of any oil, gas, and mineral leases presently in existence on the lease premises or that may be executed during the term of this Lease.
12. The Lessor, along with their agents or employees, reserves the full, free, and absolute right and authority, to go on and over the Leased Area for any purpose or purposes, including, but not limited to, planting, cutting, removing, protecting, caring for and dealing with any part of the Leased Area.
13. Lessees shall take the proper care of the lease property, buildings, and all other improvements located thereon, and shall be liable for Lessor for any damage caused to domestic livestock, fences, or other property of Lessor due to the activities of Lessees or their guests exercising privileges under this Lease. Lessees shall also be responsible for any actions damaging the livestock, fences, or property of the neighbors of the Leased Area.
14. Vehicles are to be parked in designated areas only. Trucks or automobiles must remain on established roads and in the designated parking areas. ATVs and Recreational Vehicles are prohibited from being used on the property at all times.
15. Lessees agree to allow no trash on the premises, to remove all material refuse and litter that they or their guests deposit.
16. Lessees and their designated parties are permitted to construct deer blinds and put up tree stands on the Leased Area. However, no deer blind shall be built or erected in a manner that damages any of the trees located on the Leased Area. Lessees shall be required to remove blinds and tree stands upon termination of this Lease.
17. Lessees further covenant 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 improvement located thereon.
18. Lessees agree to protect, defend, indemnify, and hold Lessor harmless from any and all liability, claims, demands, causes of action of every kind without limit and regardless to the cause of the harm to any person or property on the Leased Area or for any actions on the Leased Area that cause harm to any person or property outside of the Leased Area.
19. Lessee shall provide proof of a general liability insurance policy, with the Lessor named as co-insured, in the amount of \$500,000 with a company licensed and approved to do business in this state.

20. Terms of the lease are to be interpreted according to the laws of the State of _____ without regard to conflict of law provisions. Lessees agree that if a dispute arises under the Lease then the _____ County Court in the State of _____ will have jurisdiction. Lessees agree to submit to the personal jurisdiction of the courts located in the _____ County Court in the State of _____. If any provision or clause of this Lease is found to be unenforceable then the balance of this Lease shall be interpreted and enforced as if the unenforceable provision or clause had never been a part hereof.
21. If Lessees default in the performance of any of the covenant or conditions listed in the Lease, then such breach shall grant the Lessor an immediate right to terminate this lease and the forfeiture to Lessor of all rentals prepaid. In the event a lawsuit arises out of, or in connection, with this Lease and the rights of the parties thereof, the prevailing party may recover not only actual damages and costs, but also reasonable attorney's fees expended in the matter.
22. This Lease contains the entire understanding and agreement between the parties. All prior agreements and discussions between the parties have no further force and effect. This Lease may not be changed, amended or modified except by a writing properly executed by all parties to the Lease.

In witness whereof, the parties below have set their hands this the day of _____ 20_____.

Lessees: _____ DATE: _____

Lessor: _____ DATE: _____

State of _____

County of _____

The foregoing instrument was subscribed, sworn to, and acknowledged before me this day of _____, 20_____, by _____ and _____.

My commission expires:

Notary Public