

Sample Hunting Lease Agreement

STATE OF NORTH CAROLINA
COUNTY OF _____

This Hunting Lease Agreement, made and entered into this ____ day of _____, 20____, by and between _____, hereinafter called "Lessor" and _____, hereinafter called "Lessee".

WITNESSETH:

That subject to the terms, conditions, and covenants hereinafter set forth to be done and performed by Lessee, Lessor does hereby grant unto Lessee the exclusive right and privilege to hunt game and wild fowl on the following described lands, hereinafter called "the Premises":

See Attached Exhibit "A"

together with non-exclusive rights of Lessee to enter upon and across said lands solely for the purposes above described and for none other whatsoever.

The terms, conditions, and covenants above referenced to are as follows:

1. RENT AND TERM. Lessee covenants and agrees to pay Lessor the sum of \$_____ for the right and privilege to hunt game and wild fowl on the above-described land beginning on the ____ day of _____, _____, and continuing until the ____ day of _____, _____, unless sooner terminated as hereinafter provided. The grant of any extension or renewal hereof, as well as the terms and conditions of such extension, shall be at the sole discretion of Lessor, and if granted, shall be reduced to writing and signed and executed by both the Lessor and Lessee.

2. LESSEE COVENANTS. Lessee covenants and agrees to the following:

(A) To provide a list each year of all club members' names and addresses.

(B) To abide by all the game laws of the State of _____ and the federal government.

(C) To actively participate in and promote recognized conservation programs in regard to game management.

(D) To take all reasonable measures in the prevention, reporting and suppression of forest fires on the above mentioned property. Furthermore, Lessee, club members and all guests or invitees of Lessee or its club members shall be fully liable for any damage or loss to the above mentioned lands and to any trees, timber and other property that results from a forest fire that was willfully or negligently started or allowed to start or escape on or onto said land of Lessor.

(E) To protect all roads, culverts, bridges and ditches from damage and to keep same free and clear of debris, trees, limbs or brush. Lessee, Lessee's club members and all guests or invitees of Lessee or its club members shall be fully liable and responsible for any damage to roads, culverts and bridges and must protect same by the erection and maintenance of gates or cables and to protect and not abuse or damage the same during wet weather. All roads and trails used by the Lessee shall be bush hogged at least once during the hunting season.

(F) To keep all gates or cables locked and to supply keys to these locks to Lessor.

(G) Not to cut or allow any member or guest to cut firewood or tree of any size or kind and to prevent the cutting of firewood by others, such as the posting of "No Firewood Cutting" signs and the erection of gates to stop access. No wood shall be removed from said lands by Lessee, its members or any guest or invitee.

(H) Not to leave any trash, cans, ribbons or litter on land of Lessor.

(I) To refrain from driving any nail in any tree.

(J) To report promptly to Lessor any unauthorized activity by others or damage from natural occurrences such as outbreaks of southern pine beetles, beaver damage or wind damage.

(K) Not to assign or transfer any rights hereunder without the express prior written consent of Lessor.

(L) To exercise all reasonable precautions in and about the said lands with respect to the safety of Lessee, its members, guests, invitees and to the safety of others.

(M) To indemnify Lessor, its officers, employees, agents, representatives, heirs or assigns and save it and them harmless from and against any and all claims, actions, damages, liability, costs, fees and expenses in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon or at said lands, or the occupancy or use by anyone hunting or on the land or authorized by Lessee to hunt or go upon the lands or any part thereof, or occasioned wholly or in part by any act or omission of Lessee or any other such person.

(N) Lessee understands that this is only a hunting lease agreement and the Lessee has no rights to the surface, timber, firewood, or roads other than the rights expressed under this agreement.

(O) Trapping is strictly prohibited unless permitted by written consent of the Lessor.

(P) Game food plots may be planted only on areas designated by Lessor.

(Q) No permanent tree stand may be erected in or on any tree.

(R) There shall be no hunting or shooting within 100 yards of any roads or occupied building.

(S) Lessee and each of Lessee's members, guests and invitees shall at all times while on the lands of Lessor have on his or her person a current lease and a membership card or guest card indicating he or she has permission to hunt on said land.

3. LIMIT OF LIABILITY. Lessor shall not be liable to Lessee or Lessee's agents, servants, employees, invitees or guests for any damage to the

personal property of such persons or for any injury or death of any such persons by reason of accident or occurrence of any kind whatsoever occurring on, about or adjacent to the said lands.

4. **INSURANCE.** Lessee will furnish Lessor with a Certificate of Insurance showing the type and amount of coverage that such insurance affords, such coverage amount shall be at least \$1,000,000.00 per occurrence, bodily injury and/or property damage. Said certificate shall show Lessor or Lessor's officers, employees, agents, representatives, heirs or assigns as additional insureds.

5. **ASSUMPTION OF THE RISK.** Lessee acknowledges that the terrain of the land and the roads and other conditions of the land may be hazardous, and Lessor makes no representation that any of the same is safe for the purpose of hunting thereon, or walking, riding or otherwise using same; that Lessee's use and enjoyment of the right and privilege granted to Lessee may be dangerous; that others may be hunting, working or otherwise on and using the property; and that Lessee assumes all risks involved.

6. **TERMINATION OF AGREEMENT.** Except as otherwise provided, Lessor and Lessee each reserve the right to cancel this agreement, for any reason, after giving the other party ten (10) days prior written notice thereof. In the event of cancellation by Lessor without cause, Lessor will refund to Lessee an amount equal to the result obtained by multiplying the sum stated in Paragraph 1 above by a fraction, the numerator of which is the number of days remaining on the term hereof, and the denominator of which is the total number of days in said term. In the event of cancellation by Lessee, or in the event of cancellation by Lessor for cause, all amounts theretofore paid shall be forfeited to Lessor, not as penalty, but as liquidated damages for breach of this agreement, and shall not be refunded to Lessee.

7. **ENTRY BY LESSOR AND NON-INTERFERENCE BY LESSEE.** Lessor shall retain the right to enter into and upon said Premises at any time for any reason whatsoever. Lessee acknowledges and agrees that neither Lessee nor any of its members, guests, invitees, agents, employees or representatives will at any time interfere with any silvicultural, timber, tree farming or mineral operations on said lands and Lessee acknowledges and agrees that Lessor, Lessor's agents, representative, heirs or assigns may enter into and upon said Premises for the purpose of conducting such silvicultural, timber, tree farming or mineral operations on said lands. In the event that Lessee, its members, guests, invitees, agents, employees or representatives interfere with such use by Lessor, Lessor's agents, representative, heirs or assigns, then Lessor shall have the right to immediately cancel this Agreement, retain any and all monies paid as liquidated damages, and pursue Lessee, its members, guests, invitees, agents, employees or representatives for any and all remedies available at law or in equity.

8. **CONSTRUCTION.** This Agreement shall be governed by and construed under the laws of the State of North Carolina.

9. SOLE AGREEMENT. This Agreement constitutes the sole contract between the parties hereto and contains all agreements, terms and conditions with respect to the lease of said Premises, and no other agreement, oral or written, exists between the Lessor and Lessee with respect to the Premises. No amendment to this Lease shall be effective unless in writing and signed by both parties hereto.

10. BINDING EFFECT. Subject to the terms and conditions of this Lease Agreement, this lease shall inure to the benefit and be binding upon the parties hereto, their personal representatives and heirs. Said lease agreement shall not be assigned without the written consent of the Lessor.

Wherever herein the word "Lessee" is used, it is intended to and shall be binding (jointly and severally) on Lessee and each of Lessee's members, shareholders, agents, servants, employees, contractees, invitees, lessees, guests, successors and assigns.

In Witness Whereof, the parties hereto have set their hands and seal or if a corporation, has caused this Agreement to be signed in its corporate name by its duly authorized officers and its seal to be affixed hereto by authority of its Board of Directors, all as a sealed instrument, as of the day and year first above written.

Lessor:

Lessee:

(seal)

(seal)

Address: _____

Address: _____

Phone: _____

Email: _____

Email: _____

Exhibit A. - Map and Description of Tract

SAMPLE