

Example Hunting Lease Agreements
Kansas State University – Dept. of Agricultural Economics

Example 1:

THE STATE OF (state); COUNTY OF (county).

KNOW ALL MEN BY THESE PRESENTS:

This Hunting Lease Agreement is made by and between _____ (Landowner), hereinafter called "LESSOR", and (Hunters), hereinafter called "LESSEES".

[The name and address of the landowner and individual or group of individuals may be listed. A hunter may be represented by a hunting club, sportsman's association, or other recreational group.]

1. LESSOR does hereby lease to LESSEES, for the purpose of hunting (specify game animals) during the season established and in accordance with the laws, rules and regulations of the (state wildlife and parks department) the following described premises located in _____ County, (state):

[In addition to a legal description, this section may include a description of any areas that are off-limits to the user, including safety zones around barns, buildings, and pastures. The lessee may be given a map or a tour to point out boundaries of the leased property.]

2. The term of this lease is for the (year) (game animals) hunting season, which season is scheduled to begin on or about the ____ day of (month) and ending on or about (month, year).

3. The consideration is to be paid by LESSEE to LESSOR at _____ County, (state), is \$(amount) in cash, one-half of the total to be paid on or before (day, month, year), and the balance to be paid on or before (day, month, year). Failure to pay the second installment shall thereupon terminate and cancel the lease and the amount already paid shall be forfeited as liquidated damages for the breach of the agreement.

4. In the event any hunter paying consideration for this lease fails to execute the same, then those hunters executing the agreement shall be deemed as agents for such other hunters 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 hunting party shall cause the lease thereupon to cease and terminate as to the entire group and all rights granted hereunder forfeited.

5. LESSEES understand and agree that the lease premises is not leased for agricultural and grazing purposes and, consequently, takes subject to the rights thereof. 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. LESSEES and LESSOR agree to cooperate so that the respective activities of one will not unduly interfere with the other.

6. LESSEES shall take the proper care of the lease property, the house, 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.

7. 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.

8. LESSEES agree to protect, defend, indemnity, and save LESSOR harmless from any and all liability, claims, demands, causes of action of every kind, and character, without limit and without regard to

the cause or causes therefore of the negligence of any party of parties arising in connection herewith in favor of (1) any lessees hereto, (2) any person who comes on the lease premises with the express or implied permission of Lessees. The above indemnity shall apply even if LESSOR'S sole negligence is the cause of such accident, injury, or damages.

9. If LESSEES default in the performance of any of the covenant or conditions hereof, then such breach shall cause an immediate termination of this lease and a forfeiture to LESSOR of all rentals prepaid. In the event a lawsuit arises out of or in connection with this lease agreement 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.

[Examples of Optional Clauses]

1. Requirement to keep accurate records of all game taken and provide this information to the landowner at the end of the season.

2. Restrictions on the following activities:

a. Limit use of dogs on property, or limit to certain times and areas

b. Limit use of 4-wheel drive vehicles, or limit use to existing roads

c. Limit overnight camping or fires on the property

d. The number of invited guests the lessee may bring onto the property

3. Landowner may reserve the right to hunt on their own land, or perhaps allow their family and guests to hunt.

4. Lessees may be held responsible for damages caused by their presence on the property, including broken fences, litter, or injured livestock. Penalties may be listed as repair or replacement.

5. Lessees may be permitted to construct blinds, tree stands, or feeders on the property and shall be permitted to remove these items upon termination of the lease, provided, no blind or stand shall be constructed in a manner that damages any of the trees located on the property.

6. Landowner may require notice prior to use of the property. This can include check-in at the landowner's house, written notice, or phoning in advance.

7. Permission of landowner for lessee to assign or sublet the leased rights.

8. Option of landowner to re-evaluate any existing harvest quotas on an annual basis.

EXECUTED this _____ day of _____ (month), _____ (year).

LESSOR:

LESSEES:

1. _____

1. _____

2. _____

2. _____

3. _____

3. _____

4. _____

4. _____

5. _____

5. _____

Reference: Lee, C. and F.R. Henderson, eds. 1995. *Private Lands Wildlife Management*. Kansas State University.

Example 2:

This LEASE made and entered into this ___ day of __, 20___, between, hereinafter called the “LANDOWNER,” and **(the person or group to whom hunting rights are being released)**, hereinafter called the “LESSEE.”

WITNESSETH THAT:

1. LANDOWNER for and in consideration of the rents and covenants hereinafter referred to does hereby lease unto LESSEE for the purpose of hunting white-tailed deer the following premises: **(describe the tract of land to be leased)**.
2. The term of the lease will be for the period of one year, beginning on __, 20___, and ending on __, 20___.
3. LESSEE shall pay upon unto LANDOWNER a rent of \$__ in cash, one-half of the total to be paid on or before __, 20___ and the balance to be paid on or before __, 20___.
4. LESSEE will abide by the State and Federal laws regarding the hunting of (game animals) and will report all animals killed to the LANDOWNER so that records may be accurately kept.
5. LANDOWNER reserves the right and privilege for a maximum of 3 persons from his family to hunt and fish on the leased property at any time.
6. LESSEE may permit guests to accompany him upon the leased property for the purpose of hunting (game animals), but the number of guests the LESSEE may invite upon the leased property shall not at any one time exceed 2.
7. LESSEE will not cut, injure, or destroy any trees, crops, roads, fences, buildings, or other improvements located on the leased property, and LESSEE agrees to compensate LANDOWNER for all damages so caused as determined by LANDOWNER. Vehicular travel is limited to established roads now located on leased property.
8. LESSEE will not assign this lease or sublet the leased property or any part thereof without the written consent of LANDOWNER.
9. LESSEE agrees to save harmless LANDOWNER against any and all claims of loss, damages, liabilities, or other expense of any nature, character, and kind that may arise out of, be connected with, or as a results or LESSEE’s occupancy and activities on the leased property.
10. If LESSEE defaults in the performance of any of the conditions or covenants herof, then such breach shall cause an immediate termination of the lease and forfeiture to LANDOWNER of all rentals prepaid.

LANDOWNER

DATE

LESSEE

DATE

(Space should be provided for each lessee to sign.)

WITNESS

DATE