

HUNTING LEASE AND INDEMNITY AGREEMENT (NEW YORK)

THIS HUNTING LEASE AGREEMENT (the "Agreement") made effective as of the ____ day of _____.

BETWEEN:

[NAME OF LANDOWNER]
[address]
(the "Lessor")

- and -

Those individuals and/or organizations listed on Schedule A to this Agreement, which is made a part hereof by reference thereto
(the "Lessees")

SECTION ONE - HUNTING LEASE

1. Subject to the terms and conditions set forth in this Agreement, Lessor does hereby grant to Lessee the [exclusive / nonexclusive] right to access and hunt only the following game species with the following weapons:

[List all game species and all legal firearm and archery equipment for the State of New York]

which may be found upon and harvested from the following lands (the "premises"):

[legal description of the land being leased]

2. The initial term of this Agreement is for a period of one (1) year, commencing on *[insert commencement date]* and expiring on *[insert expiry date]*. The Lessees shall pay Lessor the sum of \$###.## as consideration for the use of the premises for the initial term, not later than ____ [days/weeks] prior to the commencement of the initial term. If the Lessees desire to renew the lease for an additional one (1) year term, the Lessees shall notify Lessor in writing at least thirty (30) days prior to the expiration of the initial term and shall pay the sum of \$###.## to Lessor not later than ____ [days/weeks] prior to the commencement of the renewal term. Failure to pay either sum described above within the time constraints set out herein releases the Lessor from performance of this Agreement, and Lessor may relet the whole or any part of the premises without recourse from the Lessee.
3. The Lessees shall provide the Lessor with a security deposit of \$###.## (the "deposit") on the commencement of the lease term. Such deposit is refundable upon termination of this Agreement if the Lessees have complied with the terms and provisions of this Agreement and no damages have been placed upon the Lessor or the premises as a result of the granting of privileges by Lessor hereunder or as a result of any actions of any of the Lessees, their guests or invitees.
4. The Lessees shall abide by all State, Federal and local hunting regulations, including any quotas prescribed by Lessor. Failure to follow said regulations, by any of the Lessees, their guests or invitees may, at Lessor's option, result in immediate cancellation of this Agreement, without refund of all or any portion of the deposit.
5. If any Lessee is an organization composed of several members, the terms and conditions of this Agreement shall apply to each and every member. The terms and conditions of this Agreement shall also apply to any and all guests of the organization and its members. All members of such organization shall be required to carry a current valid membership card while on the premises.
6. The Lessees shall have the right to bring guests upon the lease premises for the purpose of hunting *[game animals]* only. The total number of such guests shall not at any time exceed ____.

The Lessees shall be responsible for ensuring that all guests abide by the terms and conditions of this Agreement.

7. The Lessees and any guests and invitees agree to wear exterior fluorescent vests of a blaze orange coloring (hunters orange) while hunting on the premises with the exception of bow hunting, waterfowl and wild turkey hunting, and muzzle loading firearms season.
8. The Lessees agree to maintain proper safety procedures regarding firearms, including but not limited to, ensuring that all firearms are unloaded while in vehicles and in the vicinity of all buildings. The Lessees shall not climb upon, hunt from or otherwise use any permanent structure located upon the lease premises. Hunting and shooting are prohibited within 200 yards of any occupied dwelling or within any designated safety zone.
9. The Lessees shall exercise due care to prevent forest fires, and shall extinguish any fires on the lease premises, without cost to the Lessor, if the fire occurs when the Lessees or any of them are using the premises. The Lessees shall promptly report to Lessor and the appropriate State authorities all fires that may take place on the premises or in the vicinity thereof.
10. The Lessees agree to ensure that motor vehicles are driven only on established roads and that all gates are left as originally found.
11. The Lessees shall be permitted to construct blinds and feeders on the premises, provided that the Lessees remove same upon termination of this Agreement, and further provided that no blind shall be constructed in a manner that damages any of the trees or shrubs located on the premises.

THIS IS A 4-PAGE CONTRACT PLUS 1-PAGE SCHEDULE.