

HUNTING LEASE AGREEMENT

This indenture of lease, hereinafter called the "Agreement," is made and entered into this ____ day of _____, 2003 between _____ whose phone number is _____ hereinafter called "Lessor," and _____, whose phone number is _____ hereinafter called "Lessee."

WITNESSETH THAT: For and in consideration of the sums set forth in Table 1, which sums are due and payable to Lessor on the dates set forth in Table 1, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor hereby leases to Lessee and Lessee hereby rents from Lessor certain approved hunting rights, subject to the terms and conditions set forth hereinbelow, on the following property, hereinafter called the "Property," maps of which are attached hereto as "Exhibit A" and by this reference are made a part of hereof:

Table 1

Payment Due Date

Amount

County

Property

Tax Parcel ID #

Acres

Total : _____ acres

It is understood and agreed that this Agreement shall be subject to the following terms and conditions:

1. The term of this Agreement shall be for the periods beginning on the date of execution of this Agreement and ending on January 1, 2006 unless canceled as provided herein. Upon expiration or cancellation of this Agreement, all rights granted hereunder shall be revoked and this Agreement shall be of no further force and effect.
2. Neither Lessee nor any of its members, guests or employees shall do any acts which in any way set fire to any part of the Property. Lessee shall use its best efforts to suppress any fire that occurs on the Property during the term of this Agreement. Lessee shall promptly notify Lessor in the event of any fire on the Property.
3. Campsites are prohibited. Lessee shall keep the Property free of litter and debris at all times.
4. No permanent structures shall be erected on the Property at any time. Temporary structures may be erected only with the prior written consent of Lessor. Construction and installation of such structures shall be at expense of Lessee and shall be strictly in compliance with any specifications, requirements or limitations that may be imposed at any time by Lessor. Thirty (30) days after expiration or cancellation of the Agreement, any personal property of Lessee, its members, guests or employees remaining on the Property shall be deemed abandoned and shall become the property of Lessor.
5. Gates or other such devices for the purpose of limiting pedestrian or vehicular access to the Property may be erected by Lessee only with the prior written permission of Lessor. Any such service erected must be clearly visible to approaching vehicles or pedestrians. Gates or other such devices shall be linked with Lessor's lock in order to provide access to both Lessor and Lessee. The use of fallen trees, trenches, nail-boards, scattered nails, broken bottles or any other destructive devices to limit access is strictly prohibited. **No cables shall be used for limiting access to the Property.**
6. The driving of nails, spikes, screws, bolts or any other metal object into any tree on the Property, for building deer stands or for any other purpose, is strictly prohibited. Aluminum nails and/or metal staples are permissible for posting lease property boundary. The stands will be restricted to portable stands only. All stands must be removed from the Lessors property following the close of legal hunting seasons.

7. Unless otherwise specified in writing by Lessor, vehicular travel on the Property is limited to existing roads. Excessive damage to roads caused by vehicular travel in wet weather is strictly prohibited.
8. Lessee shall use the Property for approved hunting purposes only and for no other purposes. Neither Lessee nor any of its members, guests or employees shall damage, cut, injure or destroy any trees, crops, roads, fences, buildings or other improvements located on the Property. Lessee agrees to compensate Lessor for any damages to the above, as determined by Lessor.
9. All local, state and federal laws shall be observed by Lessee, its members, guests, and employees. If Lessee observes any illegal activity on the Property, Lessee shall report such activity to Lessor immediately.
10. None of the rights conveyed herein may be transferred, conveyed, subleased or assigned by Lessee.
11. Lessee, its members, guests, and employees shall enter the Property at their own risk, and shall not use the Property in any manner which might interfere with the rights of Lessor, its agents, contractors and employees to cut and remove any trees or stumps from the Property or to carry on any other activities thereon, or which might interfere with the rights and privileges granted to others under any previous or future agreements. Neither Lessee nor any of its members, guests, or employees shall interfere with any easements or rights-of-way for power, telephone, telegraph, and gas lines, mains or cables; or with any easements or rights-of-way for highways, railroads, or drainage structures; or with any activities associated with oil, gas or mineral leases; or with any conveyances shown in the public records of the county where the land is located or evidenced by possession or use.
12. Lessor shall have no responsibility to protect the property or the game on the Property from injury or damages from natural causes or the actions of any person.
13. Lessor reserves the rights to restrict Lessee's use or the use of Lessee's guests, members or employees of the Property and the rights granted herein for any reason.
14. The rights granted herein shall in no way affect Lessor's rights to enter upon and use the Property at any and all times, for any purpose, including forestry, land management, timber harvesting, road construction and maintenance or any other purpose which Lessor determines is necessary. Lessor shall have the right to enter upon the Property and the buildings and other improvements located there on at all reasonable times, to inspect the Property, buildings and improvements, or in the event of an emergency.
15. Lessor reserves the right to issue limited numbers of individuals hunting privileges for the Property or any part thereof, provided such individuals are adjacent landowners. If at any time such privileges are granted, Lessor shall notify Lessee of such action.
16. Lessor reserves the right to open Property to selected hunters or trapper for legal harvesting of game or fur populations if Lessor determines that forest growth is being damaged by excessive game or fur populations. Lessee shall be given the first opportunity to legally harvest such game or fur. If after a reasonable period of time, Lessor determines that Lessee has not harvested sufficient numbers of game or fur, then Lessor may open the Property as provided herein. Lessor shall give Lessee no less than 10 days prior written notice by certified mail of its intention to open the Property to such hunters and trappers.
17. Lessor will grant no other hunting lease on the Property during the term of this Agreement.
18. Lessee shall be responsible for protecting the Property from trespass. Lessee shall have the right to post signs at all boundary lines and points of access. Such signs shall read as follows: "Posted – No Hunting – Leased to Private Club." The club name may also be included on such signs. Posting shall not apply to the Lessor, their guests or assigns.
19. It is understood that Lessee accepts the Property in its present "as is" condition. Lessee understands that there may be hidden hazards, including but not limited to, holes, fence wire, snakes, wells, swamps, ponds, harmful plants and unauthorized persons on the Property, or other risks that may cause injury or death. Lessee assumes all these risks as its own responsibility, and agrees to hold Lessor harmless from and against any and all claims of loss, damages, liabilities, personal injuries, or expenses (including but not limited to, court costs and attorney's fees) incurred as a result of any injury to or death of any person or persons or

any damage to property in any way arising out of or relating to any breach or default under this Agreement by Lessee or any of Lessor's members, guests or employees, any act or omission of Lessee or any of Lessee's members, guests, or employees, or the presence or activities of Lessee or any of Lessee's members, guests or employees, on or about the Property.

20. Lessee shall pay all license fees or other charges which may, under local, state or federal laws existing on the date of execution of this Agreement or thereafter during the term of this Agreement, be payable on account of the Property being used for a hunting preserve or this Agreement being a hunting lease.
21. This Agreement may be canceled by Lessor at any time from any breach of any term of this Agreement. Notice of cancellation shall be in writing and sent by certified mail to Lessee, and cancellation shall be effective on the seventh (7th) day from deposit in the United States mail. In the event this Agreement is canceled pursuant to this paragraph, Lessor may retain all sums paid on account hereunder as liquidated damages.
22. This Agreement may be canceled by Lessor at any time for any reason whatsoever. Notice of cancellation shall be in writing and sent by certified mail to the above-named Lessee, and cancellation shall be effective on the (7th) day from deposit in the United States mail. In the event this Agreement is canceled for reasons other than any breach of any term of this Agreement, Lessor shall refund to Lessee part of the sum paid under this agreement, prorated according to the number of days remaining in the term of this Agreement.
23. Lessor is under no obligations to renew this Agreement and any renewals shall be solely at the option of the Lessor.
24. This Agreement constitutes the entire agreement between Lessee and Lessor with respect to the Property, rights and privileges addressed herein. All agreements, rights, and privileges addressed herein which are binding upon or applicable to either Lessee or Lessor will also be binding upon and applicable to the heirs, successors and legal representatives of Lessee and Lessor.
25. No amendment to this Agreement will be binding upon Lessee or Lessor unless it is in writing and has been executed by both Lessee and Lessor.
26. This Agreement is intended as a contract under and shall be construed and enforceable in accordance with the laws of the State of New York.
27. Lessee shall furnish Lessor a list of its members and their addresses, together with their acceptance of the terms and conditions hereof, on the form attached hereto as "Exhibit B" and by the reference made a part hereof.
28. Lessee shall secure liability insurance with limits not less than Five Hundred Thousand Dollars and No/Cents (\$ 500,000.00) for all hunters on the tract. Proof of said insurance shall be presented to the Lessor each year with the annual payment/renewal.

SAMPLE

IN WITNESS WHEREOF, Lessor and Lessee have hereunto set their hands and affixed their seals the day and year written above.

Signed, sealed and delivered in the presence of:

LESSOR:

BY: _____

LESSEE:

By: _____

Title: _____

“Exhibit B”

Club President: _____

Address and Phone number:

Members: _____
