

Leasing Your Hunting Rights Considerations for Drafting a Proper Lease Agreement

Private and industrial landowners control the recreational access to 90 percent of the forested land in South Carolina. Many of these landowners enter into agreements providing hunters exclusive access for the purpose of hunting game animals. Such an agreement is generally called a hunt lease.

In theory, a hunt lease is a simple document that protects certain agreed-upon rights of both the landowner and the sportsman. In practice, however, conflicts often arise due to the casual and incomplete nature of many lease agreements. The lease agreement should, for example, address subjects pertaining to incidental uses of the leased lands, such as camping, fishing, and wet-weather road use. It should guarantee that the hunters (lessees) have an exclusive right to use the described properties for the

purpose of hunting. And it should describe exactly what penalties are to be suffered if the lease agreement is broken by either party.

By entering into a complete and properly prepared agreement, many of the conflicts that arise between sportsman and landowner can be easily solved and a good relationship maintained throughout the hunting season. Consult the following example of a hunt lease when making your agreement with landowner or sportsman. This model is intended to be a guide to help you create a complete and satisfactory hunt lease. Accordingly, do not copy the model word for word and use it as it appears here; rather, adapt it to your specific situation. As always, when entering into a legally binding agreement, an attorney should be consulted.

I, _____ (landowner) hereinafter referred to as the Lessor, do grant to _____ (sportsman or club), hereinafter referred to as the Lessee, the right to hunt and shoot, subject to the following conditions and stipulations and subject to the laws of the State of South Carolina and the United States, on the tract or tracts of land described as: (description of the tract – county, road #, deed #, acres, other pertinent information) for the agreed upon total sum of (\$00.00) per (year, season, monthly, as appropriate) beginning on the day of (month), 20__ and terminating on the day of (month), 20__.

Terms, Stipulations, and Conditions of This Lease Agreement:

1. If the lessee is an organization or group of one or more members, the terms, stipulations, and conditions shall apply to each and every member and their guests.
2. The lessee, as the entity solely responsible for the above-described tract or tracts of land and any and all activities other than those conducted by the lessor, shall maintain control over any and all persons other than the lessor and lessor's agents using said lands and shall ensure compliance with all said laws, regulations, terms, conditions, and stipulations.
3. Should the lessee fail to comply, in the opinion of the lessor, strictly to the terms of this lease, the lessor reserves the right to cancel this lease agreement forthwith without any liability whatsoever. It is not necessary that the lessor make a case against the lessee or its guests or that sufficient evidence exists at law for filing such action for the lessor to terminate this agreement under this provision. Unless the lessee can present proof that some other person committed the alleged violation, the lessor shall exercise

its rights under this provision, under paragraph seventeen (17) herein, to terminate this agreement, at its discretion upon proper notification, as provided for herein.

4. The rights herein are granted solely to hunt and shoot (fish, camp, etc.).

5. Hunting and shooting are prohibited within 200 yards of any occupied dwelling or within any designated safety zone.

6. The lessee and its guests will not interfere with the use of the said property by the lessor in the planting, growing, or harvesting of timber and agricultural activities. Agricultural and forest, management activities conducted by the lessor or lessors agents will always take precedence over the use of the land by the lessee.

7. The lessee may post the leased property in order to keep unauthorized personnel from hunting therein, using durable signs and only aluminum nails of the smallest practical size, but there shall be no responsibility on the lessor to protect the leased property from unauthorized personnel.

8. The lessee and its guests will not start any fires upon the premises other than small, well-contained, and attended campfires, or take any actions to mutilate, damage, or destroy the timber, livestock, agricultural crops, fences, or other improvements.

9. The lessee shall be responsible for damage to the lessors property or to the person or property of the lessor's agents or employees caused by the lessee or its guests.

10. The lessee will extinguish any fires on the leased lands, without cost to the landowner, if the fire occurs while the lessee is using the leased lands.

11. The lessee and its guests shall hold the lessor harmless from any claims whatsoever resulting from injuries to person or property suffered by the lessee and its guests while on the premises.

12. If the lessee is composed of more than one individual member, each member is bound by the terms, stipulations, and conditions of this lease. All members shall have in their possession a membership card valid for the duration of the lease agreement, listing his or her name and signed in ink by the club president or president's representative. Guests shall be issued a signed card granting permission to hunt and shoot, on which card the permittee will indemnify the lessor according to the provisions in paragraph eleven (11).

13. The lessee may use certain areas designated by the lessor as areas for development of campsites. Any and all campsites, clubhouse grounds, gathering places, and leased properties shall be kept free of litter. The lessee will dispose of all waste, garbage, and refuse in accordance with applicable County, State, and Federal laws and regulations and in such a manner as not to pollute the premises nor cause an unsightly appearance.

14. Vehicles shall be parked in designated areas. Use of existing woods roads on the premises shall be restricted to dry weather. The lessee shall pay taxes upon any of its property upon the premises. The lessee will remove any property owned by it within thirty (30) days after termination of this agreement. Any property remaining on said lands shall become the property of the lessor on the thirty-first day, subsequent to proper and timely notification and termination as provided for in paragraph seventeen (17).

15. No permanent deer-hunting tree stands will be erected in or on any trees. Portable or ladder-type stands may be used as long as no damage is done to any trees, as determined by the lessor. The lessee will remove any tree stands at the lessors request.

16. All existing locked gates will remain closed and locked at all times unless the lessor grants permission of passage to the lessee and its guests. If the lessee chooses to lock or "block off" any roads in or leading to the premises, only locks specified by the lessor will be used.

17. The lessor reserves the right to terminate without cause this agreement during the period described herein by written notice to the lessee at least three (3) months before the date of termination. If this agreement is terminated under this paragraph, lessee will be refunded a part of the consideration prorated on a twelve (12) month basis.

18. The lessee is hereby granted the right to terminate the agreement during the period described herein by written notice to the lessor six (6) months before the date of termination.

19. The lessee's breach of any of the terms, stipulations, or conditions as described herein shall give the lessor the right to terminate this lease and agreement immediately.

20. The lessee and any agent thereof are hereby designated the rightful occupants of said lands for the purpose of enforcing the laws of this state against criminal trespass.

21. The lessee shall provide the lessor with a current certificate of insurance covering the lessor, lessee, and its guests against all damages and injuries incurred to and by the lessee and its guests while using said lands for the legitimate purposes described herein.

22. As an indication of acceptance of the terms, stipulations, and conditions herein, the "acceptance" will be signed below and unless or until this lease agreement is executed by the parties hereto, and the \$_____ as herein provided paid, the lessor is in no way obligated under the terms, stipulations, and conditions hereof.

SIGNED

<hr/>	<hr/>	<hr/>	<hr/>
(Date)	(Lessor)	(Date)	(Lessor)
<hr/>	<hr/>	<hr/>	<hr/>
(Date)	(Lessee)	(Date)	(Lessee)
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(Date)	(Witness)	(Date)	(Witness)

Note: If the leasing organization is an unincorporated association, the lessor should have all members sign the lease.

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AQUACULTURE, FISHERIES & WILDLIFE COOPERATIVE
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