



**Tier II Area Permit
Babcock Ranch Preserve**

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION
620 South Meridian Street, Tallahassee, Florida 32399-1600, (850) 488-3831

Permit No.:

Effective Date:

Expiration Date:

PERMITTEE Name:

PERMITTEE Address:

IS AUTHORIZED TO: access Babcock Ranch Preserve to exercise limited exclusive hunting privileges on Tier II Permit Area **INSERT PERMIT AREA** subject to the provisions and conditions below.

PERMITTEE Signature _____ Date _____

Not valid unless signed. By signature, PERMITTEE confirms that all information provided to issue the permit is accurate and complete, and indicates acceptance and understanding of the provisions and conditions listed below. Any false statements or misrepresentations will result in revocation of this permit, with all payments being retained by the **Florida Fish and Wildlife Conservation Commission** (hereinafter referred to as "COMMISSION").

RECITAL:

The COMMISSION, as a cooperating agency, has statutory responsibility pursuant to §259.1053 Florida Statute, to manage Tier II hunting opportunities in coordination with the lead managing agency, Florida Forest Service (hereinafter referred to as "FFS"), on certain real property known as Babcock Ranch Preserve (hereinafter referred to as "BRP") in Lee County and Charlotte County, Florida; which includes the Tier II Permit Area described in **Exhibit "A"**, attached hereto and made a part hereof (hereinafter referred to as the "Premises"), and which has a common name of **INSERT PERMIT AREA**.

PERMIT CONDITIONS AND PROVISIONS:

1. **TERM.** The PERMITTEE may exercise limited exclusive hunting privileges on the Premises pursuant to this PERMIT, **commencing on August 01, 2016, and ending on June 30, 2017**. This PERMIT shall expire without notice to PERMITTEE and there is

no requirement for the COMMISSION to renew this PERMIT. This PERMIT may be renewed for up to 4 additional years at the COMMISSION's sole discretion. In the event of death or disablement of the PERMITTEE, this permit may be reassigned to an existing participant of the PREMISES and the renewal clause for the original PERMIT shall remain valid. If multiple participants request the reassignment, the COMMISSION shall conduct a random draw to select a new PERMITTEE. Refer to **L&P insert link** for instructions on the renewal process.

The PERMITTEE may enter the Premises during the dates detailed above in accordance with this PERMIT, provided they have a copy of this PERMIT and are not otherwise in breach of this PERMIT.

2. PREMISES. The rights and privileges granted to the PERMITTEE herein shall be exercised and enjoyed only upon the Premises as described and shown in **Exhibit "A"**. In gaining ingress and egress to the Premises, the PERMITTEE shall only use the access way(s) designated in **Exhibit "B"** and no others.
3. INVITEES. The PERMITTEE shall be permitted to extend the limited exclusive hunting privileges conveyed hereunder to Invitees acceptable to the COMMISSION. For purposes of this PERMIT, three classes of Invitees are recognized: "Participants", "Guests", and "Family" (collectively referred to as "Invitees"). Participants comprise those Invitees of the PERMITTEE who are extended the same access and privileges as the PERMITTEE (herein called "Participants"). Guests and Family are those Invitees of the PERMITTEE or Participant who will be on the Premises for a limited period of time upon the special invitation of the PERMITTEE or Participant (herein called "Guests and Family").

The Participant may enter the Premises during the dates detailed above in accordance with this PERMIT, provided they have a copy of this PERMIT and are not otherwise in breach of this PERMIT. Guests and Family have no legal status under this PERMIT, which is issued solely to the PERMITTEE by the COMMISSION, and must be accompanied by a Participant or PERMITTEE.

A. Participants. The privileges of the PERMITTEE under this PERMIT shall be exercised only by the PERMITTEE and his or her designated Participants in a number which shall not exceed **INSERT #**. The PERMITTEE and Participant List form, attached hereto and made a part hereof as **Exhibit "C"**, shall be completed by the PERMITTEE and each proposed Participant, and shall be furnished by the PERMITTEE to the COMMISSION prior to the PERMITTEE and/or Participants exercise of their rights hereunder. The COMMISSION shall have the right to revoke approval of any Participant at any time upon receipt of reasonably reliable information indicating that any of the facts contained in the **Exhibit "C"** PERMITTEE and Participant List form were false or misleading. No change of Participants shall be made by the PERMITTEE after submission for approval to the COMMISSION, unless the above referenced **Exhibit "C"**

PERMITTEE and Participant List form is first furnished to the COMMISSION and such change is approved by the COMMISSION in writing. Any refusal or revocation by the COMMISSION may be made by communicating the notice of such refusal or revocation to the PERMITTEE, and the COMMISSION shall have no obligation to communicate or deal directly with the individual Participant.

The PERMITTEE shall not charge Participants a premium for their limited exclusive hunting privileges in excess of that Participant's pro rata share of the entire permit fee. Neither PERMITTEE nor Participant shall charge Guests for the privilege of hunting, camping or recreational activities upon the Premises. No additional payments may be accepted by the PERMITTEE or Participants for recreational activities conducted on the area, including but not limited to guided hunts.

B. Guests. Each PERMITTEE or Participant is allowed to have two (2) Guests with them at any time; a spouse and children under 18 years of age are not considered Guests. The PERMITTEE and Participant assume full responsibility for the behavior of and risks to Guests.

C. Family. For purposes of this PERMIT, and subject to PERMITTEE's discretion, the spouse, children under 18 years of age living with the PERMITTEE or Participant may be granted access and limited exclusive hunting privileges. Spouses, and children under 18 years of age, shall not have independent access or independent limited exclusive hunting privileges, but must be in the presence and control of the PERMITTEE or Participant. Children over 18 years of age shall be a Participant or Guest. The PERMITTEE and Participant assume full responsibility for the behavior of and risks to Family.

4. **CAMPING.** The PERMITTEE and any Invitees shall camp only at the designated campsite for the Premises (Exhibit A). The PERMITTEE and any Invitees shall maintain the PERMITTEE's campsite in a clean, neat, and orderly condition at all times. Garbage shall be removed following each visit to the Premises.
5. **BUILDINGS AND PERSONAL PROPERTY.** Traditional mobile camping equipment, such as travel trailers, recreational vehicles, and campers are allowed at designated campsites. This equipment shall be properly licensed and registered, and maintained in a safe and usable condition.

The PERMITTEE may be allowed to construct and maintain a screened enclosure and cooking/cleaning area and facilities at the campsite. The PERMITTEE shall not erect, construct, build or place any other building, cage, other structure (whether personal property or otherwise), or fixtures on the Premises without the prior written approval of the COMMISSION.

PERMITTEE shall remove all buildings, fixtures, personal property or other property of

the PERMITTEE, Participants, and/or Guests of any kind from the Premises prior to the expiration of this permit.

The COMMISSION, in its sole discretion, may determine if any personal property is unsafe. In such circumstances the PERMITTEE shall be provided written notice and allowed 30 days to correct the condition.

If the PERMITTEE shall fail to remove any building, fixtures, personal property, or any other property of the PERMITTEE or Invitees of any kind from the Premises, the COMMISSION shall remove such property and dispose of same pursuant to §705.103, F.S., and the PERMITTEE shall be responsible for any and all costs, expenses, and labor incurred by the COMMISSION in completing such removal.

6. THE STATE USES. Nothing contained herein shall be construed to limit the State from the full use and enjoyment of the Premises including all available commercial or other uses and land management practices. Nothing herein shall be construed or interpreted as granting anything to the PERMITTEE, other than the limited exclusive hunting privileges as set forth herein. The PERMITTEE shall not interfere in any way with commercial or other uses and land management practices on the Premises. FFS reserves the right to allow other recreational events to occur on the Premises. The PERMITTEE will be given advance notice if and when any of these activities are to occur.
7. WILDLIFE MANAGEMENT. The PERMITTEE and all Invitees shall comply with all statewide rules and regulations of the COMMISSION and area specific rules. Youth 15-years-old and younger may take any antlered deer with at least one antler 5 or more inches in length. The PERMITTEE agrees to maintain an accurate record of user and harvest data throughout the year, recorded on forms provided by the COMMISSION. Deer jawbones shall be removed, cleaned of all flesh, tagged with a unique number that corresponds to the deer data sheet, and securely stored until requested by the COMMISSION. Trapping is prohibited.

No more than ## antlerless deer may be taken during the deer hunting seasons established pursuant to Rule 68A-13.004, F.A.C. Each person taking an antlerless deer shall, immediately upon killing the deer and before loading said deer upon conveyance, fasten and lock one of the enclosed antlerless deer tags (FWC ANTLERLESS 16-17 Tag Numbers XXXXXX-XXXXXY) to the carcass of the deer. Antlerless deer may not be possessed unless an identifying tag has been affixed to the carcass. Each tag shall remain affixed until the deer is dismembered and stored at the hunter's domicile. The PERMITTEE shall not apply for antlerless deer tags.

8. COMPLIANCE WITH LAWS, ETC. The privileges herein granted are to be strictly exercised in accordance with the laws of the United States of America and State of Florida, and the rules and regulations of COMMISSION. It shall be the PERMITTEE's duty to fully instruct all Invitees of any nature as to the covenants and provisions of this PERMIT. The PERMITTEE shall comply with the common law, with all other laws,

ordinances, rules, regulations, special conditions and orders, now or hereafter enacted or in effect of all governmental bodies, agencies, or authorities, and with the rules, regulations and directives issued thereunder which apply or pertain to this PERMIT, to the Premises, or to the PERMITTEE's activities under this PERMIT or in connection therewith. Should the PERMITTEE's, or any Invitee's, activities on the Premises, in violation of any of the aforesaid laws, ordinances, rules, regulations, and orders, cause the State to incur any expenses, including but not limited to legal and engineering costs, the PERMITTEE shall promptly reimburse the State in full for such expenses within fifteen (15) days of receipt of written demand from the State. The PERMITTEE shall promptly comply with all statutes, ordinances, rules orders, regulations and requirements of the federal, state and county government, departments and bureaus with nuisances or other grievances in, upon or connected with the Premises during the term of this PERMIT. The PERMITTEE, or any Invitee, will not cause or permit to be caused any act or practice, by negligence, omission or otherwise, that would adversely affect the environment. If a violation of applicable environmental law or regulation occurs, the PERMITTEE shall indemnify and hold the State harmless from any resulting liability or costs. The PERMITTEE states that the PERMITTEE is familiar with applicable state and federal laws and regulations relating to hazardous materials and agrees that no use, exposure, release, generation, manufacture, storage, treatment, transportation, or disposal of hazardous material will occur as a consequence of the PERMITTEE's presence on the Premises and that all materials brought on the property by the PERMITTEE, or any Invitee, will be used, stored, present, or handled in compliance with all applicable environmental laws or regulations.

9. **PROPERTY DAMAGE.** The PERMITTEE, or any Invitee, shall not negligently, carelessly, or intentionally injure or damage any property of the State or its contractors, including but not limited to livestock. The PERMITTEE shall fully indemnify, defend, and hold harmless the State and the COMMISSION from any damage caused by the PERMITTEE, or any Invitee, and to promptly notify and reimburse the State for any such damage within fifteen (15) days of such damage.
10. **INGRESS AND EGRESS.** In gaining access to the Premises, the PERMITTEE covenants and agrees to ensure that the access way gate (other than the main ranch entrance) through BRP's perimeter fence at BRP's property line is securely locked at all times, and that other gates are maintained in the position they are found, that is, closed gates are to be kept closed, open gates left open. Should a mix of cattle herds occur as the proximate result of the PERMITTEE's, or any Invitee's, leaving a closed gate in an open position, the PERMITTEE shall reimburse FFS and/or cattle lessee for all costs of sorting out the cattle within fifteen (15) days of receipt of written demand from FFS. No new gaps or gates shall be made in any fence.

When necessary to gain access to the Premises through BRP's locked gates, and prior to the beginning of the term of this PERMIT, the COMMISSION will provide, at the COMMISSION's own expense, sufficient padlocks to install one on each gate chain used

by the PERMITTEE. Locks will be placed so that they will not prohibit access by others who have locks on the gate chains.

Keys will be issued to the PERMITTEE for ingress and egress through designated gates. The COMMISSION will provide to the PERMITTEE a sufficient number of keys to the lock(s) so that one is assigned to each Participant. Lost, misplaced or stolen keys will be replaced by the COMMISSION for a \$50.00 fee made payable to the COMMISSION at time of replacement. Upon permit expiration or termination, all keys shall be returned to the COMMISSION.

When entering or exiting BRP, the PERMITTEE's or any Invitee's vehicle shall travel only directly to and from the Premises and only on the approved designated access road(s) (**Exhibit B**).

11. FIRE. The PERMITTEE or any Invitee shall not set fire to the woods or pastures of BRP and shall take all necessary precautions to prevent any such fire from being set. As provided in Chapter 590.11, Florida Statutes, it is unlawful for any individual or group of individuals to build a warming fire, bonfire, or camp fire and leave it unattended or unextinguished. Controlled burning is part of the State land management practices and may occur during hunting season.
12. LITTERING. The PERMITTEE, or any Invitee, shall not deposit litter, liquid or solid waste materials, junk or debris on any lands of BRP. The PERMITTEE shall promptly pick up and properly dispose of litter found on the Premises.
13. HOGS. No PERMITTEE or any Invitee shall trap or sell wild hogs. No live wild hog shall be removed from the Premises and no wild hog carcass or parts thereof shall be sold. All wild hogs shall be taken only by legal methods of take for game as established by the COMMISSION and only during the term of this PERMIT. The State reserves the right, in its sole discretion, to enter the Premises at any time and remove hogs that are creating unacceptable damage to the Premises. Methods of removal could include, but are not limited to trapping.
14. DOGS AND HORSES. Dogs on leashes may be used to trail wounded wildlife. All dogs shall be vaccinated for rabies prior to being brought onto BRP and shall display a valid rabies tag at all times. No horses are allowed on the Premises.
15. TIMBER AND VEGETATION PROTECTION. The PERMITTEE, or any Invitee, shall not, at any time, cut, drive nails into, strike, harm or otherwise molest any live or standing timber on BRP. The PERMITTEE, or any Invitee, shall not erect any new tree stands or rebuild existing tree stands. Portable stands that create no damage to trees are permitted. The PERMITTEE, or any Invitee, shall not negligently, carelessly or intentionally damage vegetation or sensitive areas such as wetlands.
16. REMOVAL OF RESOURCES. The PERMITTEE, or any Invitee, shall not, at any

time, remove firewood or any natural or historical resource of any kind other than legally harvested wildlife from the Premises.

17. **VEHICLES.** Recreational off-highway vehicles (ROVs), swamp buggies and unlicensed and unregistered motor vehicles, except off-highway motorcycles (OHMs) may be operated only on existing roads and fire lanes. The use of all-terrain vehicles (ATVs) is prohibited, except as used in compliance with the Americans with Disabilities Act. ATVs, OHMs, and ROVs are defined in Chapter 317.0003, Florida Statutes. Caution should be taken as to not negligently, carelessly or intentionally damage vegetation or sensitive areas such as wetlands.
18. **USE OF LIGHTS.** The use of a light in a manner capable of disclosing the presence of wildlife from one hour after sunset until one hour before sunrise is prohibited, except as authorized by the COMMISSION.
19. **REVOCATION OF PRIVILEGES.** If PERMITTEE, or any Invitee, is found guilty of any criminal violation of the laws, rules or regulations of the United States or the State of Florida, then the privileges granted herein may, as to such violator, be immediately canceled, terminated, and revoked, with all payments being retained by the COMMISSION. If a PERMITTEE's privileges are revoked, this permit may be reassigned to an existing participant of the PREMISES and the renewal clause for the original PERMIT shall remain valid. If multiple participants request the reassignment, the COMMISSION shall conduct a random draw to select a new PERMITTEE.
20. **BOUNDARIES.** The properties surrounding the Premises are subject to Tier II permits and leases to other parties. The PERMITTEE agrees to strictly observe all common boundaries. In the event that the PERMITTEE, or any Invitee, shall encroach on adjoining lands, whether accidental or intentional, the COMMISSION may terminate this PERMIT. No stands or blinds are allowed within 100 yards of Premise's boundaries. No feeders are allowed within 300 yards of all common boundaries.
21. **INDEMNIFICATION.** The PERMITTEE assumes all risk for loss, damage, or injury to the PERMITTEE and Invitees and the BRP property by reason of accident or otherwise, and shall be fully liable for the actions of the PERMITTEE and any Invitees, and shall fully indemnify, defend, and hold harmless and releases the State, and the COMMISSION, their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by PERMITTEE or any Invitee, their agents, employees, partners, or subcontractors, provided, however, that PERMITTEE or any Invitee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or the COMMISSION.
22. **INSURANCE.** PERMITTEE shall, at PERMITTEE's sole cost and expense, at all times during the terms of this Agreement (including any extension or renewal thereof), maintain with respect to the Premises and PERMITTEE's maintenance, use or occupancy of the

Premises, insurance for the protection and benefit of The State as follows:

- A. Reasonably Associated Insurance.** During the term of the PERMIT, the PERMITTEE, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with the PERMIT. Providing and maintaining adequate insurance coverage is a material obligation of the PERMITTEE, and failure to maintain such coverage may void the PERMIT. The limits of coverage under each policy maintained by the PERMITTEE shall not be interpreted as limiting the PERMITTEE's liability and obligations under the PERMIT. All insurance policies shall be through insurers licensed and authorized to write policies in Florida. The PERMITTEE shall provide the COMMISSION contact (listed in paragraph 31) written verification of the existence and amount for each type of applicable insurance coverage upon request by standard Association for Cooperative Operations Research and Development (ACORD) form certificates of insurance.
- B. COMMISSION Not Responsible for Insurance Deductible.** The COMMISSION shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of PERMITTEE providing such insurance.
23. **TERMINATION UPON NOTICE.** This PERMIT may be terminated by the COMMISSION for any reason upon thirty (30) days written notice by the COMMISSION to the PERMITTEE. In such event that termination is not due to any action of the PERMITTEE or any Invitees, the COMMISSION shall make a pro-rata refund to the PERMITTEE.
24. **VIOLATIONS.** The PERMITTEE specifically understands and agrees that any violation or breach of the covenants, conditions or provisions of this PERMIT by the PERMITTEE, or any Invitee, shall be deemed a violation or breach of this PERMIT by the PERMITTEE for all purposes related to this PERMIT, and shall be grounds for the termination of this PERMIT and all of the rights and privileges herein as to the PERMITTEE, or any Invitee, and the exercise of all remedies provided herein or by law. It is solely the PERMITTEE's duty to instruct all Invitees as to the covenants, conditions or provisions of this PERMIT.
26. **SEVERABILITY, CHOICE OF LAW, and CHOICE OF VENUE.** This PERMIT shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this PERMIT shall be interpreted in such manner as to be effective and valid under applicable law, but if any condition of this PERMIT shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such condition or the remaining conditions of this PERMIT. Any action in connection herewith, in law or equity, shall be brought in Leon County, Florida, to the exclusion of all other lawful venues.

27. ASSIGNMENT. Except as otherwise provided herein, the PERMITTEE shall have no right to sell, sublet, assign or transfer any right or privilege and any purported assignment shall be void.
28. JURY TRIAL WAIVER. PERMITTEE hereby waive trial by jury in any action or proceeding brought by PERMITTEE against the COMMISSION pertaining to any matter whatsoever arising out of or in any way connected with this PERMIT.
29. PUBLIC RECORDS. This PERMIT may be unilaterally canceled by the COMMISSION for refusal by the PERMITTEE to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the PERMITTEE in conjunction with this PERMIT, unless exemption for such records is allowable under Florida law.
30. AMENDMENT. This PERMIT may be amended or supplemented only in writing provided by the COMMISSION and signed by the PERMITTEE.
31. NOTICE. Any notice or communication hereunder may be given to the PERMITTEE or the COMMISSION by certified mail, return receipt requested, at the address appearing on page 1 hereof, or by manual delivery at such addresses. Notice shall be deemed given when deposited in the mail or manually delivered, as the case may be. The designated COMMISSION contact shall be: Mike Kemmerer, 29200 Tuckers Grade, Punta Gorda, FL 33955, 941-833-2555.

TIER II PERMIT AREA MAP

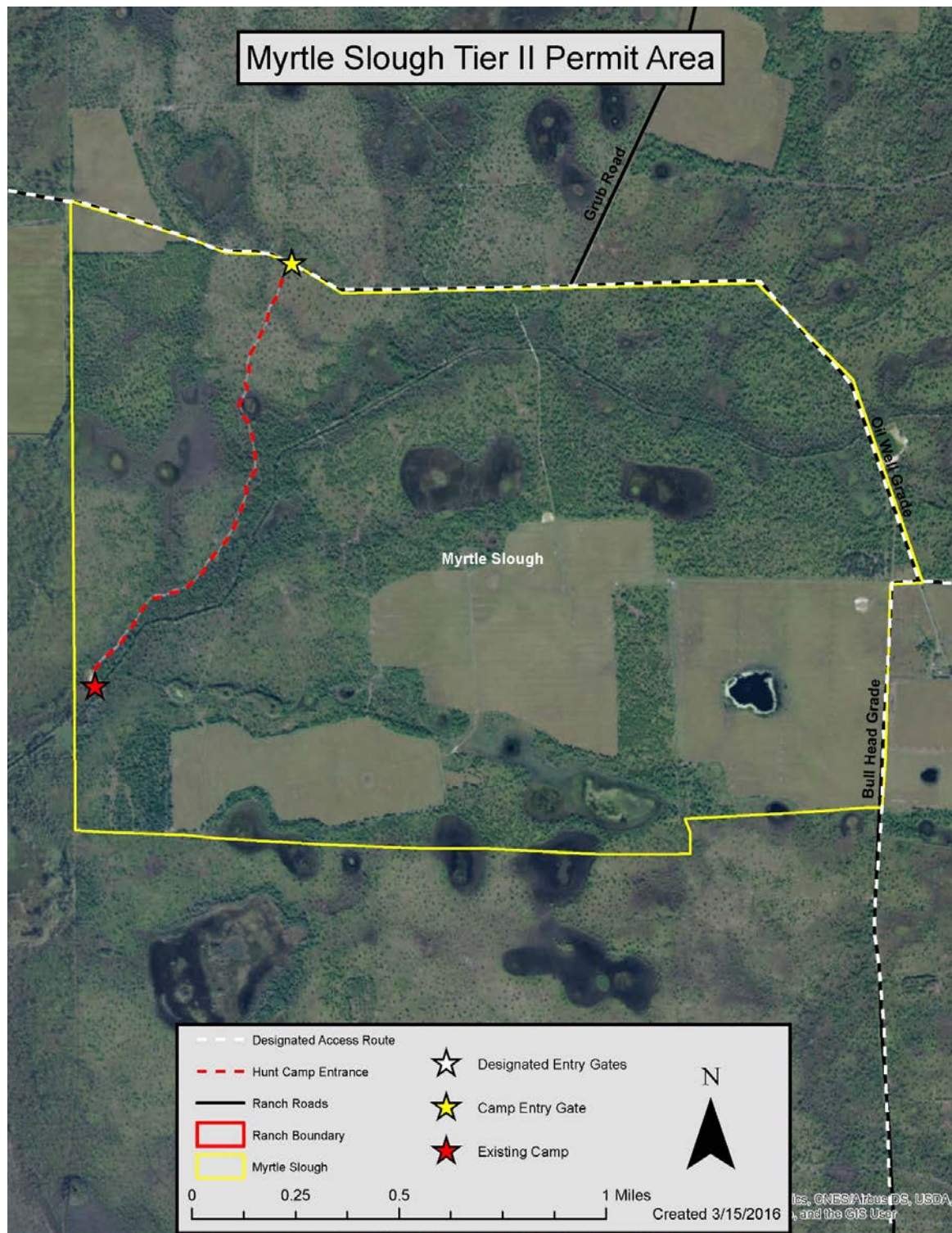


EXHIBIT "B"
Designated Entrance Road and Campsite

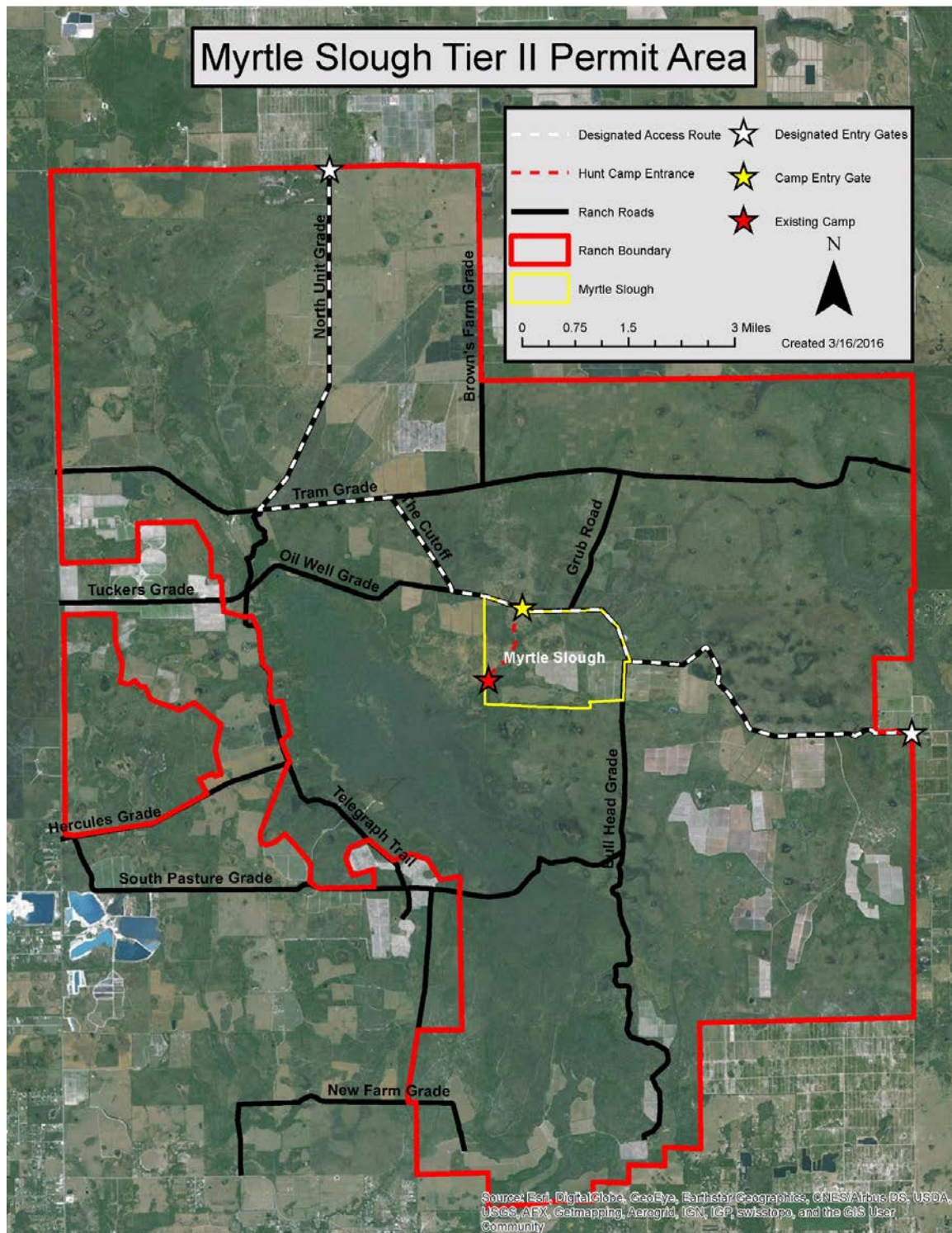


EXHIBIT "C"

**Babcock Ranch Preserve
Permittee and Participant
List Form**

Date: _____

PERMITTEE NAME

Email Address

Mailing Address

City, State and Zip

Contact Number (with area code)

Driver License Number

PARTICIPANT NAME

PARTICIPANT NAME

Mailing Address

Mailing Address

City, State and Zip

City, State and Zip

Contact Number (with area code)

Contact Number (with area code)

Email Address

Email Address

Driver License Number

Driver License Number

Tier II Area Permit - **INSERT PERMIT AREA**

Babcock Ranch Preserve

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