

Hunting and Fishing Lease

Lease Agreement made on the _____ (date), between
 _____ (Name of Lessor) of _____
 _____ (street address, city, state,
 zip code), referred to herein as Lessor, and _____ (Name of
 Lessee), of _____
 _____ (street address, city, state, zip code), referred to herein as Lessee.

1. Consideration and Term of Lease

In consideration of \$ _____ paid by Lessee, the receipt of which is acknowledged, Lessor leases to Lessee for the term of _____ (**number**) years from the effective date stated above, all the real property known as _____ (**name of property**), referred to herein as the *Premises*, and more particularly described as follows: (**legal description of property**) _____

2. Use of Leased Premises

Lessee is to use the Premises solely for the purposes of hunting fish and game.

3. Rights of Lessee

Lessee shall have the following rights, subject to the right of Lessor to prevent Lessee, or Lessee's agents, representatives, or employees, from wasting or unnecessarily injuring the property:

- A. The right of way into, out of, and across the Leased Premises;
- B. The right to build private roads on the Premises;
- C. The right to use water from the Premises;
- D. The right to cut timber on the Premises and to use such timber for the purpose of building one or more camps or lodges on the Premises;
- E. The right to build, and to use when built, any camps or lodges as may be deemed necessary by Lessee; and
- F. The right to take wood from the Premises for the domestic use of such camps and lodges.

4. Removal of Structures

On termination of this Lease, Lessee shall have the right and obligation to remove all structures built on the Premises during the term of this Lease.

5. Renewal

Lessee may renew this Lease by giving written notice to Lessor _____ (*number*) days prior to the expiration of the term of this Lease.

6. Compliance with Laws

Lessee shall hunt and fish in accordance with the laws of _____ (*name of state*). If Lessee is held by a court of competent jurisdiction or other state authority to have violated such laws, Lessor shall have the option, without notice, to immediately terminate this Lease and reenter the Premises.

7. Non-Interference with Lessor

A. None of the rights and privileges created under this Lease shall in any way interfere with, limit, or hinder Lessor in Lessor's farming operations on the Premises.

B. Should Lessor determine that Lessee's use of the Premises pursuant to this Lease has interfered with, limited, or hindered Lessor's farming operations, Lessor may terminate this Lease by giving Lessee _____ (*number*) days' written notice. Lessee may avoid such termination by rectifying such interference, limitation, or hindrance to the satisfaction of Lessor within _____ (*number*) days of the date of the notice of termination.

8. Severability

The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. If any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

9. No Waiver

The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as subsequently waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

10. Governing Law

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of _____.

11. Notices

Any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each party as set forth at the beginning of this Agreement.

12. Attorney's Fees

In the event that any lawsuit is filed in relation to this Agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorney fees.

13. Mandatory Arbitration

Any dispute under this Agreement shall be required to be resolved by binding arbitration of the parties hereto. If the parties cannot agree on an arbitrator, each party shall select one arbitrator and both arbitrators shall then select a third. The third arbitrator so selected shall arbitrate said dispute. The arbitration shall be governed by the rules of the American Arbitration Association then in force and effect.

14. Entire Agreement

This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

15. Modification of Agreement

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party.

16. Assignment of Rights

Lessee may not assign or transfer to any other person, firm, corporation, or other entity without the prior, express, and written consent of Lessor.

17. In this Agreement, any reference to a party includes that party's heirs, executors, administrators, successors and assigns, singular includes plural and masculine includes feminine.

WITNESS our signatures as of the day and date first above stated.

(Printed Name)

(Signature of Lessor)

(Printed Name)

(Signature of Lessee)

(Acknowledgment form may vary by state)

State of _____
County of _____

Personally appeared before me, the undersigned authority in and for the said County and State, on this _____ **(date)**, within my jurisdiction, the within-named _____ **(Name of Lessor)**, who acknowledged that he executed the above and foregoing instrument.

NOTARY PUBLIC

My Commission Expires:

State of _____
County of _____

Personally appeared before me, the undersigned authority in and for the said County and State, on this _____ **(date)**, within my jurisdiction, the within-named _____ **(Name of Lessee)**, who acknowledged that he executed the above and foregoing instrument.

NOTARY PUBLIC

My Commission Expires:
