

HUNTING LEASE AGREEMENT

1. 1. Parties and Leased Property

This Hunting Lease Agreement (the "Lease") is made on [DATE] between [LANDOWNER NAME], with a notice address at [LANDOWNER ADDRESS], phone [LANDOWNER PHONE] (the "Landowner"), and [LESSEE NAME OR CLUB NAME], with a notice address at [LESSEE ADDRESS], phone [LESSEE PHONE], email [LESSEE EMAIL] (the "Lessee"). The Landowner grants the Lessee the exclusive right to hunt on the following property located in [COUNTY], [STATE]: [LEGAL DESCRIPTION OR PARCEL NUMBERS], consisting of approximately [TOTAL ACRES] acres (the "Property"), as shown on the map attached as Exhibit A. The following areas are excluded from this Lease and are off limits to the Lessee: [EXCLUDED AREAS, e.g., the homestead and a stated buffer around it, active livestock pastures, timber harvest areas, oil and gas well pads, and neighboring land]. This Lease conveys only a license to hunt for the purposes described and does not convey possession, tenancy, or any other interest in the Property, and does not include fishing, trapping, camping, timber, mineral, or other rights unless expressly stated here: [ADDITIONAL RIGHTS GRANTED OR NONE].

2. 2. Term and Hunting Seasons

This Lease begins on [LEASE START DATE] and ends on [LEASE END DATE], covering the [SEASON YEAR(S)] hunting season(s). Hunting is permitted only during the legal seasons established by [STATE WILDLIFE AGENCY] for the permitted game listed in Section 4, and within the additional dates and hours set by the Landowner: [ADDITIONAL DATE AND TIME RESTRICTIONS, e.g., no hunting during the first week of firearms season, no hunting on Sundays, no access after 9:00 p.m.]. The Lessee may access the Property for scouting, stand placement, food plot work, and camp preparation during [PREPARATION ACCESS PERIOD] and will remove all equipment by [EQUIPMENT REMOVAL DATE]. This Lease does not renew automatically. The Lessee has a right of first refusal to lease the Property for the following season if it gives written notice of interest by [RENEWAL INTEREST DATE] and matches any bona fide offer from a third party within [MATCH PERIOD, e.g., 15 days] of being notified of it.

3. 3. Lease Fee and Payment

The Lessee will pay a lease fee of [ANNUAL LEASE FEE] for the term, calculated at [FEE PER ACRE] per acre, payable [PAYMENT SCHEDULE, e.g., in full on signing, or half on signing and half by a stated date] to [PAYEE] by [PAYMENT METHOD]. A deposit of [DAMAGE DEPOSIT AMOUNT] is also due on signing, held to cover damage to gates, roads, fields, fences, crops, and any cost of removing property or trash left behind, and refundable within [DEPOSIT RETURN PERIOD, e.g., 30 days] after the end of the term less any documented deduction. The lease fee is non-refundable and is not reduced or prorated because of weather, poor hunting, disease, a change in state season dates, a timber harvest, or any farming activity on the Property. Late payment incurs a charge of [LATE FEE] and, if unpaid for [PAYMENT DEFAULT PERIOD, e.g., 15 days], is grounds for immediate termination without refund.

4. 4. Permitted Game, Seasons, and Harvest Limits

The Lessee may hunt only the following species: [PERMITTED GAME, e.g., white-tailed deer, wild turkey, dove, waterfowl, squirrel, and predators], and may not hunt or take any other species. Harvest limits set by this Lease, which apply in addition to and never in place of state bag limits, are: [HARVEST LIMITS, e.g., two antlerless deer per hunter per season, one buck per hunter per season with a minimum outside spread of 15 inches or 8 points, and two turkeys per club per season]. Permitted methods of take are [PERMITTED METHODS, e.g., archery, crossbow, muzzleloader, shotgun with slug, centerfire rifle], and the following are prohibited: [PROHIBITED

METHODS, e.g., rifles larger than a stated caliber, hunting over bait where prohibited, night hunting, use of dogs, and shooting from a vehicle or road]. The Lessee will record every harvest in the log attached as Exhibit B within [HARVEST LOG PERIOD, e.g., 24 hours] and will provide a copy to the Landowner at the end of the season. Hunting within [SAFETY SETBACK, e.g., 200 yards] of any dwelling, livestock area, road, or property line, and shooting in the direction of any of them, is prohibited.

5. 5. Authorized Hunters, Guests, and Registration

The maximum number of hunters authorized under this Lease is [MAXIMUM HUNTERS], and only the individuals listed in Exhibit C, as updated in writing, may hunt on the Property. Each authorized hunter must sign the waiver and release in Section 10 and provide a copy of a valid hunting license before entering the Property. Each hunter may bring up to [MAXIMUM GUESTS PER HUNTER] guest(s) per [GUEST PERIOD, e.g., season], and every guest must be accompanied by an authorized hunter at all times, must sign the waiver, and must be registered with the Landowner in advance at [REGISTRATION CONTACT]. Hunters under the age of [MINIMUM AGE] must be accompanied by a licensed adult, and a parent or guardian must sign the waiver on their behalf. The Lessee will provide the Landowner with a current roster including name, address, phone number, vehicle description, and license number for every authorized hunter, and will notify the Landowner in writing before adding or removing a member. Subleasing, selling day permits, guiding for a fee, or transferring access rights to any person not on the roster is strictly prohibited.

6. 6. Licenses, Game Laws, and Reporting

Every hunter and guest will possess all licenses, permits, tags, stamps, and hunter education certifications required by federal law, by the law of the State of [STATE], and by [COUNTY], and will comply with every applicable game law, season, bag limit, tagging, and check-in requirement. The Lessee will report any harvest to the state as required, will comply with all chronic wasting disease or other disease management rules, including carcass transport restrictions and mandatory sampling, and will not import prohibited carcass parts onto the Property. The Lessee will immediately report to the Landowner any trespass, poaching, dumping, timber theft, vandalism, fire, injured livestock, or damaged fence or gate observed on the Property. Any citation issued to a hunter or guest for a game law violation on the Property will be reported to the Landowner within [VIOLATION REPORT PERIOD, e.g., 72 hours], and a conviction for a game violation committed on the Property is grounds for immediate removal of that individual and possible termination of this Lease. The Lessee will not interfere with or confront a trespasser and will contact law enforcement or the game warden instead.

7. 7. Access, Gates, Roads, and Parking

The Lessee will access the Property only at [DESIGNATED ACCESS POINTS] using [DESIGNATED ROADS AND TRAILS], and will park only in [DESIGNATED PARKING AREAS]. All gates will be left as found — closed and locked if found closed and locked — and the Lessee will use only the lock and key or combination provided: [GATE LOCK OR COMBINATION]. The Lessee will not cut a fence, install a new gate, block a road or a farm lane, or drive across planted fields, food plots, wet ground, or areas posted as closed. The Lessee is responsible for repairing any rut, washout, or road damage it causes, and will not use the Property when conditions make road damage likely. The Lessee will not give the gate code or key to any person who is not an authorized hunter and will notify the Landowner immediately if a key is lost or the code is compromised.

8. 8. Stands, Blinds, Feeders, and Food Plots

The Lessee may place up to [MAXIMUM STANDS] stands or blinds on the Property at locations approved in advance by the Landowner. Permanent stands, nails, screws, and steps driven into trees are [PERMITTED OR PROHIBITED]; where prohibited, only free-standing or strap-on stands may be used, in order to protect timber

value. All stands, blinds, cameras, feeders, and other equipment remain the property of the Lessee, must be marked with the name of the owner, and must be removed by [EQUIPMENT REMOVAL DATE], after which unremoved equipment is deemed abandoned and becomes the property of the Landowner. Baiting and feeding are [PERMITTED OR PROHIBITED] and, where permitted, must comply with all state regulations and disease management rules. Food plots, mineral sites, water holes, and any ground disturbance require prior written approval as to location and size, will not exceed [MAXIMUM FOOD PLOT ACRES] acres in total, and will not interfere with farming, conservation program obligations, or any conservation plan applicable to the Property; the Lessee pays all costs and will restore the area if requested at the end of the term.

9. 9. Camping, Fires, Vehicles, and Firearm Safety Rules

Camping and overnight stays are [PERMITTED IN THE DESIGNATED CAMP AREA / PROHIBITED], and, where permitted, campers and trailers may remain only from [CAMP SETUP DATE] to [CAMP REMOVAL DATE]. Open fires are [PERMITTED IN CONTAINED RINGS AT DESIGNATED SITES / PROHIBITED], must never be left unattended, must be fully extinguished, and are prohibited entirely during any burn ban. ATVs and UTVs may be used only on designated roads and trails, at a speed not exceeding [SPEED LIMIT], and never in fields, food plots, or wet areas. Alcohol and any impairing substance are prohibited while handling a firearm or bow, and no person will hunt while impaired. Every hunter will wear the hunter orange required by state law, will use a full-body safety harness whenever in an elevated stand, will unload and case firearms during transport in a vehicle, will identify the target and what is beyond it before shooting, and will not shoot toward a road, dwelling, livestock, equipment, or property line. Litter, spent shells, targets, and gutted remains will be removed or disposed of as directed, and dumping of any kind is prohibited.

10. 10. Assumption of Risk, Waiver, and Release of Liability

The Lessee and each hunter and guest acknowledge that hunting and being present on rural land involve inherent and significant risks, including falls from elevated stands, firearm and archery accidents, ATV and vehicle accidents, drowning, hypothermia, snake and insect bites, animal attacks, contact with livestock and farm equipment, unmarked holes, wells, ponds, dams, abandoned structures, fences, and other natural and artificial conditions of the Property, some of which may not be marked or known to the Landowner. Each hunter and guest knowingly and voluntarily assumes all of those risks and accepts the Property in its current condition, and acknowledges that the Landowner has made no representation that the Property is safe for any purpose and has no duty to inspect, mark, or repair any condition. To the fullest extent permitted by the law of the State of [STATE], the Lessee and each hunter and guest release, waive, and discharge the Landowner and its family, employees, agents, tenants, and successors from any claim for personal injury, death, or property damage arising from entry onto or activity on the Property, whether caused by an ordinary negligent act or omission of the Landowner, a condition of the Property, or the act of another hunter, guest, or third party. This release does not apply to gross negligence or willful or wanton misconduct where such a release is prohibited by law. Each hunter and guest must sign the individual waiver form attached as Exhibit D before entering the Property, and a parent or guardian must sign for any minor.

11. 11. Insurance Requirement

The Lessee will obtain and maintain, for the entire term and at its own cost, hunting liability insurance covering the activities permitted by this Lease with limits of not less than [LIABILITY PER OCCURRENCE LIMIT] per occurrence and [LIABILITY AGGREGATE LIMIT] in the aggregate, naming [LANDOWNER NAME] as an additional insured. Coverage must extend to every authorized hunter and guest, and the Lessee will deliver a certificate of insurance to the Landowner before any person enters the Property and again on each renewal, with at least [CANCELLATION NOTICE, e.g., 30 days] notice to the Landowner before cancellation or material change.

No hunter or guest may enter the Property at any time when the required coverage is not in force, and a lapse in coverage terminates the right of access immediately without refund. The Landowner is not required to carry any insurance for the benefit of the Lessee, and each hunter is responsible for their own health, accident, and equipment insurance.

12. 12. Indemnification

The Lessee will indemnify, defend, and hold the Landowner harmless from and against every claim, demand, action, judgment, fine, loss, and cost, including reasonable attorney fees, arising out of or related to the presence or activity of the Lessee, any hunter, or any guest on the Property, including personal injury and death, property damage, damage to crops, livestock, timber, fences, roads, or gates, fire, game law violations, and trespass onto neighboring land. This obligation applies whether or not the Landowner is alleged to have been negligent, to the fullest extent permitted by the law of the State of [STATE], and survives the expiration or termination of this Lease. The Lessee will notify the Landowner in writing within [INCIDENT NOTICE PERIOD, e.g., 24 hours] of any accident, injury, fire, property damage, or law enforcement contact occurring on the Property, and will cooperate fully in the investigation and defense of any claim.

13. 13. Reserved Rights of the Landowner

The Landowner reserves the right to use the Property for every purpose other than the hunting rights granted here, including farming, planting and harvesting, grazing livestock, timber management and harvest, prescribed burning, conservation practices, oil, gas, and mineral development, road construction, and the granting of easements and rights of way, and none of those activities is a breach of this Lease or grounds for a refund. The Landowner and its family, employees, tenants, agents, and invitees may enter the Property at any time for any purpose, including hunting for personal use if reserved here: [LANDOWNER HUNTING RESERVATION, e.g., the Landowner and immediate family reserve the right to hunt the Property at any time, or the Landowner reserves no hunting rights]. The Landowner will make reasonable efforts to notify the Lessee before conducting an activity likely to interfere with hunting during a season, but is not obligated to do so and is not liable for the effect of any such activity on hunting quality. The Landowner may sell, mortgage, or transfer the Property at any time, and this Lease [WILL OR WILL NOT] bind a purchaser; if it will not, the Landowner will refund a prorated portion of the lease fee for the unused part of the term.

14. 14. Default, Termination, and Removal of Property

The Lessee is in default if the fee is unpaid, if required insurance lapses, if a hunter or guest violates a game law, a safety rule, the harvest limits, the roster requirement, or the access rules, if the Lessee sublets or sells access, or if any other obligation is not cured within [CURE PERIOD, e.g., 10 days] after written notice. Because of the safety risks involved, the Landowner may terminate this Lease immediately and without a cure period, and may remove the offending individuals from the Property, for any violation involving a firearm, impairment, night hunting, hunting a prohibited species, trespass onto neighboring land, or damage to crops, livestock, or timber, and no refund of the lease fee is due on a termination for default. On expiration or termination, the Lessee will remove all stands, blinds, cameras, feeders, camping equipment, vehicles, and personal property by [PROPERTY REMOVAL DEADLINE], and anything left after that date is deemed abandoned and may be kept, removed, or disposed of by the Landowner at the expense of the Lessee. This Lease may not be assigned or sublet, is governed by the laws of the State of [STATE] with venue in [COUNTY], may be amended only in a writing signed by both parties, and together with its exhibits is the entire agreement between the parties.

15. 15. Signatures

By signing below, the parties agree to this Lease, and the Lessee confirms that it has read and understands the

assumption of risk and release in Section 10, the insurance requirement in Section 11, and the indemnity in Section 12, and that it will obtain a signed individual waiver from every hunter and guest before entry. LANDOWNER: Signature: _____. Printed Name: [LANDOWNER NAME]. Date: [DATE]. LESSEE: Signature: _____. Printed Name: [LESSEE NAME]. Title: [TITLE, IF CLUB OR ENTITY]. Date: [DATE]. Exhibits: A — property map with boundaries, access points, and excluded areas; B — harvest log; C — roster of authorized hunters; D — individual waiver and release form. Electronic signatures have the same effect as original signatures.

16. Disclaimer

This template is provided for general informational purposes only and is not legal advice. Most states have a recreational use statute that limits landowner liability for people permitted on the land, but that protection is commonly lost when a fee is charged, which is why the waiver, insurance, and indemnity provisions matter here. The enforceability of a release of ordinary negligence varies by state and is limited or void in some, and releases signed on behalf of minors are frequently unenforceable. Game laws, harvest reporting, disease management rules, and baiting restrictions are set by your state wildlife agency and change season to season. Consult a licensed attorney in your state and confirm current regulations before relying on this document. Use of this template does not create an attorney-client relationship with ScanContract.

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