

HUNTING LEASE AGREEMENT

STATE OF ALABAMA,)

)

COUNTY OF _____)

KNOW ALL MEN BY THESE PRESENTS, that _____ (herein called "Lessor"), for and in consideration of the rental herein received by Lessor and of the covenants herein specified and to be kept and performed by _____

_____ (herein called "Lessee"), the receipt whereof is acknowledged, does hereby grant, bargain, sell and convey unto Lessee, subject to the terms and conditions hereinafter set forth, the full, free, and nonexclusive right, license and authority for a term of _____, beginning _____, 20____, and continuing to _____, 20____, lawfully to hunt, shoot, pursue, take, kill and carry away Whitetail Deer and Eastern Wild Turkey, on the lands located in _____ County, Alabama, containing _____ acres, more or less, and specifically described in Exhibit "A" attached hereto and made a part hereof, together with the power to protect game on said premises against trespass of all persons except Lessor and as otherwise provided herein.

THIS LEASE IS EXECUTED UPON THE FOLLOWING TERMS AND CONDITIONS:

1. Lessee shall pay as annual rental for the lands hereby leased the sum of _____ Dollars (\$_____) per acre, one-half to be paid on or before May 15 of each year, and the balance to be paid on or before August 15 of each year, for the following white-tail deer and eastern wild turkey hunting seasons.

2. Lessee agrees to obey all applicable game laws, including but not limited to, all Federal, State and local regulations relating to the seasons during which game may be hunted.

3. Lessee agrees to exercise due care and take all necessary precautions to guard against forest fires and other injuries to crops or trees and to avoid damage or injury to any property which Lessor may have or may permit others to have upon the land subject to this lease. **METAL MATERIAL SHALL NOT BE DRIVEN INTO OR ATTACHED TO ANY TREES SITUATED ON SAID LEASED LANDS.** Lessee further agrees to use its best efforts to extinguish any fires that may commence or take place on said premises and to report promptly to Lessor and the appropriate state authorities all fires that may take

place on said premises or in the vicinity thereof.

4. Lessee shall have free ingress and egress over and across said lands as may be necessary for the full enjoyment of rights granted hereunder, provided only that the trees being grown upon the land and the fences and other improvements thereon shall not be damaged or destroyed, and Lessee shall be responsible for maintaining established roads in as good or better condition as they were at the beginning of each lease period, except that Lessee shall not be held responsible for damage caused by Lessor.

5. Lessee shall have the right to plant on said premises certain food plots, provided, however, that the number, size and location of such food plots shall be subject to approval of Lessor.

6. Lessee covenants and acknowledges that it is familiar with the condition of said lands and that LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE CONDITION THEREOF, WHETHER LATENT OR PATENT, OR THE SUITABILITY THEREOF FOR THE PURPOSE FOR WHICH LET OR OTHERWISE.

7. Lessee shall keep and maintain throughout the term hereof public liability or owner's, landlord's and tenant's insurance naming Lessor as an insured with respect to the leased premises with limits of not less than \$500,000 for bodily injury to or death of one or more persons and/or property damage arising out of any one occurrence and otherwise in form and substance satisfactory to Lessor, and furnish Lessor satisfactory evidence thereof within ten (10) days of the execution hereof. In the event Lessee fails to provide to Lessor satisfactory evidence of liability insurance on or before the due date, then all rights under this Lease shall cease and terminate, and this Lease will become of no force and effect. Each policy shall also provide that Lessor shall be provided at least thirty (30) days prior written notice of cancellation or of a material change in the terms of the policy.

8. Lessee agrees to exercise due and proper regard for rights of adjoining landowners and people of the community in exercising the privileges granted hereunder, as well as due courtesy and safety precautions toward others in the area.

9. This Lease is made subject to any easement, timer deed, mineral lease, or hunting agreement which now affect said land or which Lessor may hereafter grant and execute, and Lessee agrees that it will use said lands so as not to interfere with any other person in the enjoyment of easement, timber deed, mineral lease, hunting agreement, or other right or privilege which may be hereafter granted by Lessor.

10. Lessor will not permit any other person to hunt on said lands or to take game therefrom, except family and guests of Lessor and the other owners of said premises and except that Lessor may permit

trapping of beavers and other wild animals under the supervision of the designated representatives of Lessor.

11. Lessee agrees to indemnify Lessor from any and all liability, damages, causes of actions and expenses (including attorneys' fees) for damage to property or injury to or death of persons which may arise out of or in any way to the condition (whether latent or patent) of the lands hereby leased or from the exercise by Lessee, its invitees, guests, servants, agents, contractors and employees, of the rights granted under and during the term of this Lease, whether or not resulting or based upon in whole or in part, on the negligence of Lessor or any strict liability imposed upon Lessor as a result of his ownership of said premises or the leasing thereof to Lessee.

12. This Agreement is a personal privilege to Lessee, and Lessee shall not transfer or assign this Lease without the prior written consent of Lessor, which Lessor may withhold for any reason whatsoever. Lessee shall supply Lessor on or before the beginning of the term of this Lease, with a complete list of names and addresses of all persons who are authorized to hunt, fish or otherwise be on said lands. This list need not include authorized guests of Lessee.

13. Should Lessee violate the applicable game laws or otherwise materially breach any provision of this Lease, Lessor may terminate this Lease by giving ten (10) days written notice at the address given below. In the event this Lease is terminated under this paragraph, Lessor shall retain all rental payments made prior to termination pursuant to this Lease and any unearned part thereof shall be and become liquidated damages for breach of this Lease.

14. Upon expiration of this Lease, Lessee may apply for an additional term of one (1) year at a rental and terms to be agreed upon by the parties hereto; provided, Lessee shall give written notice of its intent to Lessor at least thirty (30) days prior to expiration of this Lease. Such notice shall be given to Lessor at

15. The terms and conditions of this Agreement shall be construed and interpreted under, and all respective rights and duties of the parties shall be governed by, the laws of the State of Alabama. If any provision or requirement of this Agreement is declared or found to be unenforceable, the balance of this Agreement shall be interpreted and enforced as if the unenforceable provision or requirement had never been a part hereof.

16. All negotiations, understandings and agreements prior to the date of this Agreement are merged herein and superseded hereby, there being no other agreements or understandings other than those contained herein with respect to the subject matter of this Agreement.

IN WITNESS WHEREOF, this Hunting Lease Agreement has been executed by the parties hereto, on this the _____ day of _____, 20_____.

LESSOR:

LESSEE:

2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____

1. _____

address of hunters representative or agent

(Note: If hunting group is not incorporated, each member must sign the lease agreement.)