

HUNTING LEASE

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This Hunting Lease (this "**Lease**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[LANDOWNER LEGAL NAME], of [LANDOWNER ADDRESS] ("**Landowner**"); and

[HUNTER/CLUB LEGAL NAME], of [HUNTER ADDRESS] ("**Lessee**" or "**Hunter**").

Landowner and Lessee are each a "**Party**" and together the "**Parties**."

Recitals. Landowner owns or controls land suitable for hunting and wishes to grant Lessee the limited, revocable right to hunt on that land. Lessee wishes to hunt on the land for recreational purposes on the terms below. The Parties intend that this Lease grant a license to hunt only, that it not create any possessory estate in the land, and that safety and legal compliance govern all activity on the land. In consideration of the mutual promises below, the Parties agree as follows.

1. Premises and Grant of Hunting Rights

1.1 Premises. Landowner grants Lessee hunting access to the land described as [LEGAL DESCRIPTION OR ACREAGE, COUNTY, STATE], consisting of approximately [NUMBER] acres (the "**Premises**"), together with the access points, roads, and parking areas identified in **Exhibit A**.

1.2 Grant of hunting rights. Landowner grants Lessee the non-exclusive, revocable right to enter the Premises to hunt [SPECIES, e.g. deer, turkey, waterfowl, upland birds] during the lawful hunting season(s). This Lease grants a license to hunt only and conveys no estate, possessory interest, or right to farm, harvest, cut timber, fish, camp, or use the Premises for any purpose other than as expressly permitted.

1.3 Reserved rights of Landowner. Landowner reserves the right to use and enter the Premises for any purpose, including farming, ranching, timber, recreation, and to permit others to do so, provided Landowner does not unreasonably interfere with Lessee's permitted hunting.

1.4 Term. This Lease begins on [START DATE] and ends on [END DATE] (the "**Term**"). Hunting is permitted only during legal hunting seasons that fall within the Term and only during the hours and dates stated in **Exhibit A**.

2. Permitted Use, Guests, and Conduct

2.1 Authorized hunters. Only Lessee and the named individuals listed in **Exhibit B** ("**Authorized Hunters**") may hunt on the Premises. The maximum number of Authorized Hunters at any time is [NUMBER]. Lessee will keep the list of Authorized Hunters current and provide it to Landowner on request.

2.2 Guests. Lessee may bring guests only with Landowner's prior [written / verbal] consent. Lessee is responsible for the conduct of all Authorized Hunters and guests as if they were Lessee.

2.3 Permitted methods and game limits. Hunting is limited to **[FIREARM / ARCHERY / OTHER METHODS]** and to the bag and harvest limits stated in **Exhibit A**, which may be more restrictive than, but never less restrictive than, the limits set by law.

2.4 Prohibited conduct. Lessee and Authorized Hunters will not: (a) consume alcohol or controlled substances while handling firearms or hunting; (b) operate vehicles off designated roads or trails; (c) build permanent structures; (d) cut live trees except for legal blind or stand placement as permitted in Exhibit A; or (e) damage crops, fences, gates, livestock, or improvements.

3. Lease Fee and Payment

3.1 Lease fee. Lessee will pay Landowner a lease fee of **[AMOUNT]** for the Term, payable **[in full on or before [DATE] / in installments as stated in Exhibit A]**.

3.2 Method of payment. Lessee will pay the lease fee to Landowner at **[ADDRESS / METHOD]**. A fee not paid when due is a default under Section 7.

3.3 No refund. Except as the Parties agree in writing, the lease fee is non-refundable, including for poor weather, low game populations, or early termination by Lessee, to the extent permitted by applicable law.

3.4 Deposit. Lessee will pay a refundable damage deposit of **[AMOUNT]**, which Landowner may apply to unpaid amounts or the cost of repairing damage caused by Lessee, returning any balance within **[NUMBER]** days after the Term, subject to any local rules governing deposits.

4. Licenses, Game Laws, and Compliance

4.1 Hunting licenses and tags. Each Authorized Hunter must hold all valid hunting licenses, tags, stamps, and permits required by law and must carry them while hunting. Lessee will provide proof of licensing on Landowner's request.

4.2 Compliance with game laws. Lessee and all Authorized Hunters will comply with all federal, state, and local fish and game laws, seasons, methods, and bag limits. Any violation is a material breach of this Lease.

4.3 Reporting harvest. Lessee will report harvested game to Landowner as required by **Exhibit A** and will comply with any harvest-management or tagging plan Landowner reasonably establishes for the Premises.

4.4 Trespass and boundaries. Lessee will hunt only within the boundaries of the Premises, will respect all posted boundaries and neighboring land, and is responsible for ensuring that Authorized Hunters know the boundaries.

5. Safety

5.1 Firearm and equipment safety. Lessee and all Authorized Hunters will follow safe firearm, archery, and tree-stand practices at all times and will use safety harnesses when hunting from elevated stands.

5.2 Identification of livestock and persons. Lessee will positively identify targets and be aware of the location of livestock, structures, roads, and other persons before discharging any firearm or releasing any arrow.

5.3 No firearm or stand in unsafe locations. Lessee will not place stands, blinds, or hunt within **[NUMBER]** yards of any dwelling, road, livestock area, or property line, or as otherwise required by law.

5.4 Incident reporting. Lessee will promptly notify Landowner of any hunting accident, injury, fire, or significant property damage on the Premises.

6. Liability, Insurance, and Indemnity

6.1 Assumption of risk. Lessee and each Authorized Hunter acknowledge that hunting and entry onto rural land involve inherent risks and assume those risks to the fullest extent permitted by law.

6.2 Recreational-use immunity. Nothing in this Lease waives any limitation of landowner liability available under applicable recreational-use or landowner-liability statutes; those statutes apply according to their terms. Landowner makes no warranty regarding the condition of the Premises.

6.3 Liability insurance. Lessee will obtain and maintain hunting liability insurance with limits of at least **[AMOUNT]**, will name Landowner as an additional insured, and will provide a certificate before entering the Premises.

6.4 Indemnity. Lessee will indemnify, defend, and hold Landowner harmless from all claims, losses, injuries, and expenses arising from the acts or omissions of Lessee, Authorized Hunters, or guests on the Premises, except to the extent caused by Landowner's gross negligence or willful misconduct.

6.5 Release. Lessee, on behalf of itself and all Authorized Hunters and guests, releases Landowner from liability for ordinary negligence to the fullest extent permitted by applicable law. Each Authorized Hunter will sign a separate release in the form attached as **Exhibit C** before hunting.

7. Default, Termination, and Revocation

7.1 Default. Lessee is in default if it fails to pay the lease fee when due, violates any game law, allows unauthorized persons to hunt, creates an unsafe condition, or otherwise materially breaches this Lease.

7.2 Revocation for cause. Because this Lease grants a license, Landowner may suspend or revoke Lessee's hunting privileges immediately on written notice for any violation of game law, safety rule, or material term, without refund of the lease fee.

7.3 Termination for convenience. Either Party may terminate this Lease on **[NUMBER]** days' written notice. If Landowner terminates without cause, Landowner will refund the pro-rata unused portion of the lease fee.

7.4 Surrender. On termination, Lessee will promptly remove all stands, blinds, cameras, and personal property and leave the Premises clean and free of trash and spent ammunition.

8. Assignment and Successors

8.1 No assignment. Lessee may not assign this Lease, sublease, or grant hunting rights to any person not listed as an Authorized Hunter without Landowner's prior written consent. Any attempted assignment without consent is void.

8.2 Sale of Premises. If Landowner sells or otherwise transfers the Premises, this Lease **[terminates / continues for the balance of the Term]**, and Landowner will give Lessee prompt written notice.

8.3 Binding effect. Subject to this Section, this Lease binds and benefits the Parties and their heirs, successors, personal representatives, and permitted assigns.

9. General Provisions

9.1 License, not lease of estate. The Parties intend this Lease to create a revocable license to hunt and not a tenancy, easement, or other interest in real property, regardless of its title.

9.2 Governing law and venue. This Lease is governed by the laws of the State of **[STATE]**, without regard to its conflict-of-laws rules. The Parties submit to the jurisdiction of the courts located in **[COUNTY, STATE]**.

9.3 **Notices.** Notices must be in writing and sent to the addresses above (or as updated in writing) and are effective on receipt.

9.4 **Entire agreement; amendment.** This Lease, with its Exhibits, is the entire agreement between the Parties on its subject and supersedes prior discussions. It may be amended only by a writing signed by both Parties.

9.5 **Severability and waiver.** If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver.

9.6 **Counterparts and electronic signature.** This Lease may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

IN WITNESS WHEREOF, the Parties have executed this Lease as of the Effective Date.

LANDOWNER

LESSEE

Signature: _____

Signature: _____

Printed name: **[NAME]**

Printed name: **[NAME]**

Title: **[TITLE or N/A]**

Title: **[TITLE or N/A]**

Date: _____

Date: _____

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