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Hunting Leases And Permits

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The following information is not intended as legal advice. Its purpose is to create an awareness of hunting leases and permits and of the need for qualified legal counsel.

Oral hunting agreements often lead to misunderstandings and future problems. A signed, written document stating all payments, terms, expiration dates, and mutual agreements is the best way to ensure that the rights and privileges of both the lessee (hunter) and the lessor (landowner) are recorded and understood.

Most payments are made at the time the agreement is signed. In addition, some landowners require a security deposit to further ensure that their rights will be respected and their property protected.

Access Permits

Alabama state law requires anyone who hunts on the property of another person (except for immediate family) to possess written permission stating that the landowner allows that individual to hunt on the property in question. This written permission must be carried at all times and applies whether the individual has paid a fee or not. A sample *access permit* is shown below.

Sample Hunting Access Permit

[This form should be used for providing written permission to any hunter other than the landowner and his or her immediate family.]

Date: _____

To whom it may concern:

The bearer of this permit, _____, has permission to hunt on the following property:

[Specify the name of the farm or property.]

located at _____,

during the period _____.

The bearer of this permit agrees to obey the current state and federal hunting regulations and to repair or pay for any property damages which he or she may cause.

The bearer of this permit has been shown the property boundaries and agrees not to hunt on adjacent properties without written permission.

Landowner: _____

Permittee: _____

Hunting Leases

A lease is a business arrangement or agreement. Pay hunting is a business. The purpose of the lease is to help ensure that there are no misunderstandings between the landowner and the hunters. The lease identifies responsibilities, rules, or restrictions before any money is exchanged or any activities begun. It does not mean problems will not develop, but it informs both parties as to what is expected and what is or is not allowed.

A lease can and should be negotiated and changed as experience is gained or new situations develop. A lease is protection for both parties and is meant to provide for a pleasant experience for all involved. Careful planning and discussions between both parties can help to ensure cooperation and a good relationship.

Developing A Lease

Consider working with an attorney in developing a lease for your property. The following information should help you think through the basic elements of the lease in your particular situation. You will need your attorney's help to make it all fit within the law and to meet your specific objectives.

The following items are the general sections usually included in a lease.

Introduction. List the names of the persons involved in the lease—the landowner (lessor), the hunter (lessee), and the county and address of the farm being leased.

Purpose of the lease. Describe the purpose of the lease, i.e., hunting, fishing, general recreation, etc.

Description of the land involved in the lease. Provide a clear description of the area included in the lease. Attach a map to avoid any misunderstanding of property lines or areas excluded from the lease.

Terms of the lease. Starting and ending dates should be defined, or state and federal season dates can be used. Stipulate what will happen if a season is prematurely closed for some reason. Is money to be refunded or carried over to the next year?

Amount of the rent and payments. How much is the total rent? What are the payments and when are they due? Do you require an advance deposit?

Conditions of the lease. List what is or is not agreed to as terms of the lease. This is your opportunity to clearly identify the activities you will allow the lessee to conduct on your land.

Remedies for breach of lessee's responsibilities. Describe those conditions which will authorize you, the lessor, to cancel the lease. It should also describe any loss of rental payments.

Lessor's responsibilities. Clearly cover what you have agreed to do in providing for the comfort and convenience of the lessee and any improvements you will make for the lessee.

No warranty clause. This clause stipulates that the lessee agrees to take the premises *as is*, in its present condition.

Assignment clause. Stipulate if you will or will not allow the lessee to sublease the property.

Termination. Clearly state when the lease ends and in what condition the land is to be left. Are blinds, tree stands, etc., to be left or removed? Are roads to be restored to their original (pre-hunting) condition?

Liability or indemnity release clause. Work with an attorney on this section. Some liability is incurred by any landowner who receives money from someone for the privilege to hunt on the landowner's property. There are certain precautions a prudent landowner should take for his or her own protection.

Closing formalities. Provide space for the signatures of the lessee and lessor as well as the formal statement for a witness or notary to sign.

Hunting leases can be drawn to fit the landowner's particular situation. In operations which specialize in 1 to 5 day hunts, a long, detailed lease is not always necessary. A sample *short-term hunting lease* is shown at right. This short-term lease can also serve as the access permit to the hunting area.

A more specific lease is needed for an entire hunting season or longer period of time. A sample *season hunting lease* is shown on page 3. Since these leases are usually long and might consist of several pages, season leases are not convenient to carry as access permits. Instead, the landowner usually supplies a separate hunting access permit to each hunter.

Other Considerations

You may also want to consider the following factors when developing a lease.

- Types of game that can be hunted.
- Number of hunters permitted at one time.
- Hunting pressure (number of hunting days).

- Specific no-hunting areas (near a pond, around dwellings, next to neighbors).

- Access to hunting area, parking, where and when vehicles (all-terrain, 4x4s, etc.) are allowed.

- Specific days when no hunting is allowed.

- Specific concerns about baiting, observing shooting hours, species protection, etc.

- Respect and care of property—any restrictions regarding alcohol, fires, smoking, litter, brush piles, fences, cutting trees, nails in trees, etc.

- Clear understanding of payment—how much, when it is due, and how payment is to be made.

- Responsibility and liability of hunters for any damage to land, structures, people, or farm animals.

- Clear understanding of what the landowner is providing—hunting areas and access; electricity, water, and space for camper; boat and equipment storage during season or after season.

Sample Short-Term Hunting Lease

[This form may also serve as an access permit.]

STATE OF ALABAMA

COUNTY OF _____

Subject to the terms and conditions set forth in this document, _____ (hereinafter called LANDOWNER) does hereby grant to _____ (hereinafter called PERMITTEE) the right to access and hunt only the following game species:

[List species to be hunted.]

which may be found upon and harvested from the following property(ies):

[Describe the property and refer to an attached map.]

1. The term of this permit shall run from [date] _____ to [date] _____.

2. The PERMITTEE hereby agrees to:

- Pay unto LANDOWNER a fee of \$ _____.
- Abide by all state and federal hunting regulations.
- See that vehicles are driven only on established roads and see that all gates are left as originally found.
- Maintain a no-hunting or shooting zone within 200 yards of any occupied building and around all other designated areas.
- Keep records of all game harvested and give these records to the LANDOWNER.
- Remove all structures placed or constructed by PERMITTEE from the property at termination of this lease unless prearranged with LANDOWNER.
- Abide by all written rules and regulations supplied at the onset of this agreement.

3. LANDOWNER will not authorize more than _____ persons to hunt on this tract during the period of this permit.

4. This agreement shall be construed under and in accordance with the laws of the State of Alabama.

I, the undersigned PERMITTEE, do hereby assume all risks associated with hunting (and/or any other intended activity) and do hereby release _____ and all their properties and their agents of any and all negligence.

Executed in duplicate on this _____ day of _____, 19____.

LANDOWNER

PERMITTEE

- Improvements that lessees are allowed to make, such as wildlife plantings, hunting facilities, or gates.
- Removal date for decoys, tree stands, blinds, etc.
- Any hunting privileges retained for the landowner or landowner's family.
- Landowner's right to use the property. Include timber cruising, marking, cutting, burning, etc.
- List of materials that the lessee should submit to the landowner. For example, if the land is leased to a hunting club, the landowner may require a copy

of the hunting club by-laws and the names and addresses of all the club members.

This information will help you begin the process of developing a hunting lease. Certainly there will be many situations when only a very basic lease will be needed, but do not neglect to draw up a more explicit lease when one is called for. A sample of *optional clauses* that can be added to a hunting lease is shown on the back cover.

Sample Season Hunting Lease

[This form may also serve as a lease for a longer period of time.]

STATE OF ALABAMA
 COUNTY OF _____

This Hunting Lease Agreement is made by and between _____ [Landowner] hereinafter called LESSOR and _____ [Hunters or Hunting Club] hereinafter called LESSEES.

GAME TO BE HUNTED AND COMPLIANCE WITH LAW

1. LESSOR does hereby lease to LESSEES, for the purpose of hunting white-tailed deer during the season established and in accordance with the laws, rules, and regulations of the Alabama Department of Conservation and Natural Resources, Division of Game and Fish, the following described premises located in _____ County, Alabama:

[Place legal description of property here.]

TERM OF LEASE

2. The term of this lease is for the 19____ white-tailed deer season, which season is scheduled to begin on or about the ____ day of November and ending on or about January 31, 19____.

PAYMENT

3. The consideration to be paid by LESSEES to LESSOR at _____ County, Alabama, is \$_____ in cash, one-half of the total to be paid on or before _____, 19____, and the balance to be paid on or before _____, 19____. Failure to pay the second installment shall thereupon terminate and cancel the lease and the amount already paid shall be forfeited as liquidated damages for the breach of the agreement. If LESSEES default in the performance of any of the covenant or conditions hereof, then such breach shall cause an immediate termination of this lease and a forfeiture to LESSOR of all rentals prepaid. In the event that a lawsuit arises out of or in connection with this lease agreement and the rights of the parties thereof, the prevailing party may recover not only actual damages and costs but also reasonable attorney's fees expended in the matter.

FORFEITURE

4. In the event any hunter in the hunting club paying consideration for this lease fails to execute the same, then those hunters executing the agreement shall be deemed as agents for such other hunters and responsible for all obligations hereunder imposed upon each individual member of the party. Violation of any agreement or obligation herein by any member of the hunting club shall cause the lease, at the request of the lessor, thereupon to cease and terminate as to the entire group, and all rights granted hereunder will be forfeited.

LESSOR'S USE OF THE PREMISES

5. LESSEES understand and agree that the premises is not leased for agricultural and grazing purposes. LESSOR reserves the right in himself/herself, his/her Agents, Contractors, Employees,

Licensees, Assigns, Invitees, or Designees to enter upon any or all of the land at any time for any purpose of cruising, marking, cutting, or removing trees and timber or conducting any other acts relating thereto, and no such use by Lessor shall constitute a violation of this lease. LESSEES and LESSOR further agree to cooperate so that the respective activities of one will not unduly interfere with the other.

LESSEES' LIABILITY

6. LESSEES shall take proper care of the lease property, the dwellings, and all other improvements located thereon, and shall be liable to LESSOR for any damage caused to domestic livestock, fences, roads, or other property of LESSOR due to the activities of LESSEES or their guests exercising privileges under this lease.

LESSEES' INSPECTION PROPERTY

7. LESSEES further state that they have inspected the described property and have found the premises to be in an acceptable condition and hereby waive any right to complain or to recover from LESSOR in the future relating to the condition of the lease property or any improvements located thereon.

INDEMNIFICATION

8. LESSEES agree to protect and defend indemnity and hold LESSOR blameless from any and all liability, loss, damage, personal injury (including death), claims, demands, causes of action of every kind and character, without limit and without regard to the cause or causes thereof or the negligence of any party or parties arising in connection herewith in favor of: 1) any LESSEES hereto; 2) any employees of LESSEES; 3) any business invitees of LESSEES; 4) any guests of LESSEES; and 5) any person who comes to the lease premises with the expressed or implied permission of LESSEES.

[NOTE: This liability release must be on the same page as the signatures, and it is the landowner's responsibility to ensure that each lessee has read and understood its meaning.]

IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be properly executed this _____ day of _____, 19____.

LESSOR:

LESSEES:

- | | |
|----------|-------|
| 1. _____ | _____ |
| 2. _____ | _____ |
| 3. _____ | _____ |
| 4. _____ | _____ |
| 5. _____ | _____ |
| 6. _____ | _____ |

[NOTE: If the hunting group is not incorporated, each member should sign the lease agreement.]

Samples Of Optional Clauses

[Any or all of these clauses can be added to the lease as needed.]

BAG LIMIT

1. Each individual LESSEE shall be privileged to take up to but no more than _____ buck deer and _____ doe deer. LESSEES shall keep complete and accurate records of all deer taken and report the same to LESSOR at the end of the hunting season.

MISCELLANEOUS RULES AND REGULATIONS

2. No hunter shall be allowed to:

- Bring any dog, cat, or other domestic animal nor any motorcycle on the property.
- Shoot a firearm from a vehicle.
- Make a fire outside of camp.
- Leave open a gate found closed or leave closed a gate found open.
- Enter upon, either by vehicle or on foot, or shoot at game located upon any other land than that designated above.
- Drive a motor vehicle other than along established roads.

BLINDS AND STANDS

3. LESSEES and their designated parties shall be permitted to construct deer blinds and put up tree stands on the lease premises. However, no deer blind shall be constructed in a manner that damages any of the trees located on the lease premises. No nails or spikes shall be driven into trees. Lessees shall be required to remove same upon termination of this lease.

INJURY TO TREES

4. LESSEES shall not cut or otherwise destroy any living tree located on the lease premises without permission of LESSOR, but they shall be permitted to use dead wood located on said premises.

LITTER, TRASH, GARBAGE, AND WASTE

5. LESSEES agree to permit no material waste on the premises, to remove all material refuse and litter they deposit thereon, and, particularly, LESSEES agree not to throw out beverage containers on the lease premises.

DESTRUCTION OF ROADS

6. In periods of wet weather, where the ground is sufficiently wet that motor vehicles will make substantial ruts, LESSEES agree to drive only on existing roads and in a manner so as to prevent damage to road.

References

- Belt, D.C. and G. Vaughn. 1988. Managing your farm for lease hunting and a guide to developing a hunting lease. Extension Bulletin No. 147. University of Delaware Cooperative Extension Service.
- Byford, J.L. 1978. Extra income through hunting. Pub. 677. University of Tennessee Agricultural Extension Service.
- Wilkins, N. 1988. Developing hunting enterprises on private lands. Pub. PB1305. University of Tennessee Agricultural Extension Service.

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This publication is intended to provide basic information on developing hunting leases and permits. It is not intended to substitute for competent legal assistance. Persons entering into a fee-hunting agreement should consult an attorney, insurance agent, and other business advisors.

For more information, call your county Extension office. Look in your telephone directory under your county's name to find the number.

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