

Tips for Creating a Hunting Lease

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Leasing hunting land is one of several types of hunting enterprises that can be profitable for landowners, or can at least cover some of the costs of land ownership. In 2008, deer hunting leases in Georgia were worth, on average, about \$12.00 per acre (ranging from \$5.00 to \$25.00 or more).

A good lease describes the agreements between the landowner and hunter (or club) so that there are no misunderstandings about the privileges being purchased. The clauses below are intended as a list of suggestions on the wording usually included in a hunting lease. There is no standard form for these clauses and all items are negotiable. Adapt the following clauses to meet your needs or prepare your own clauses for particular situations. It may be advisable to have your lease document reviewed by an attorney prior to signing.

Numerous examples of hunting leases can be found on the Internet. Landowners should review other examples and select the features that work best in their particular situation.

Sample Hunting Lease Agreement

1. Limit the agreement to the people and lands involved. Specify the name of the hunter (or hunters or club). Include a map or other legal description of the property involved.

Sample clause: It is understood that all rights and privileges described here are limited to the land and provisions described here and to the undersigned lessor and lessee(s).

Note: State in writing if guests or family members may enter the property to hunt, fish, camp or engage in any other activity.

2. State the price of the lease and the kind(s) of animal(s) the lessee may hunt.

Sample clause: For the sum of \$_____, the lessee may hunt the following animals:

Note: State the date when payment is due and the place where payment is to be made. This may be as simple as mailing a check for the entire amount to the lessor's address. If payment can be made in installments, state the amount of and due date for each installment. State the consequences of late payments and/or a check that is returned by the bank as non-payable.

3. Describe the land to be leased.

Sample clause: In consideration of the rent described above, the lessor hereby leases to lessee(s) the following premises:

(Include a detailed description of the property. This may include maps and legal descriptions.)

4. Prevent the lessee(s) from subleasing the property.

Sample clause: The lessee(s) agrees not to sublease the above-described lands, nor shall lessee(s) grant any permissions to anyone to hunt or otherwise use the above-described land.

5. Clearly state which rights are included in the lease.

Sample clause: Lessee(s) shall use the premises for _____ purposes only. (Write in "hunting," "camping," "picnicking," "fishing" or other uses that are allowed. Write in any uses that are specifically prohibited, such as harvesting trees, building fires, riding horses or motor vehicles.) Lessee(s) may not cut or damage trees, crops, roads or dwellings, fences, buildings or other property on the land. Lessee(s) agrees to repair any damage he/she causes and to return the land and property to lessor in its prior condition at lessee's expense.

Note: The lessor may wish to designate camping sites or mark trees to be cut for firewood. State if tree stands or blinds may be constructed. State if motor vehicles such as ATVs or "4-wheelers" are allowed on the property.

6. State that lessee(s) is responsible for posting the land. State whether the lessee(s) can install locks on any gates.

Sample clause: The lessee(s) may post signs at his/her own expense. Text and size of such signs are to be approved by the lessor. When placing signs, lessee(s) may not drive nails into trees or buildings. Signs should not be offensive or create an eyesore. Thin wire staples that penetrate only the bark and do not damage timber may be used. If the lessee(s) locks any gates or installs any gates, he/she must provide the lessor with a key or combination to all locks.

7. Protect timber from damage by nails.

Sample clause: Lessee(s) may not drive nails or other metal objects into trees for building deer stands, hunting blinds, camping facilities or any other purpose.

8. Comment on trespass and wildfires.

Sample clause: Lessee(s) agrees to help protect said lands from trespass and fire. Lessee(s) will make an effort to put out, suppress or report any wildfires that may occur on the property.

9. Require that lessee(s) observe wildlife and game laws.

Sample clause: Lessee(s) shall strictly observe all applicable state, federal and/or local wildlife laws. Conviction of a wildlife law violation by any single member of the hunting group will cause immediate loss of lease privileges.

10. Include a clause to limit your liability for accidents.

Sample clause: It is understood that the lessee(s) accepts the land in an “as is” condition and further, the lessee(s) understands that hunting is a dangerous activity and that there may be hidden hazards such as holes, fence wire, snakes, wells, swamps, ponds, harmful plants, unauthorized careless persons on the land, other hunters, or other risks that may cause injury or death and the lessee(s) assumes all these risks as his own responsibility. Lessee(s) agrees to hold lessor harmless against any and all claims of loss damages, liabilities or other expense as a result of lessee’s occupancy and activities.

Note: A clause such as this is not a guarantee that the lessor cannot be sued, but it will usually increase the chances of winning a lawsuit or not being held liable. The best protection against liability claims is adequate insurance from a reputable company with experience in hunting lease liability protection. Although the clause says that hunting is a “dangerous activity,” statistically, hunting is safer than many other recreational activities. Further, the lessor has a duty to warn the lessee(s) of any known hazards and to mark them or remove them.

11. Include a clause to prevent littering.

Sample clause: Lessee(s) agrees that lands covered by this lease shall be kept free of litter at all times and that litter or trash will be removed by the lessee(s).

12. Reserve the right to cancel the lease.

Sample clause: Lessor retains the right to cancel this lease immediately and make no refunds if, in his opinion, the lessee(s) has not complied strictly with the provisions of this agreement. Lessor may cancel this lease for any reason upon 30 days’ written notice to the lessee(s) and in such case the lessor shall return to the lessee(s) a pro rata share of the rent based on the unexpired portion of the lease. It is understood by the lessee(s) that a letter of cancellation of lease shall be addressed to _____ and that this will be accepted as sufficient notice by all parties named herein. After expiration of notice period all parties named will immediately cease to exercise all rights stated in this lease.

13. Retain the right to enter the property at any time for any legal activity including management and protection or inspection.

Sample clause: Lessor reserves the right and at all times shall have full and free access to the property for any purpose including but not limited to inspecting, planting, cutting, protecting, caring for and dealing with any part or parts of the leased property.

Note: Include language to state if the lessor can hunt on the property. If any other rights-of-way are allowed across the property (utility line, adjoining property owner, other), identify them and state their right of access in the lease document.

14. Include a clause to prohibit business activities such as providing guide services or commercial hunting or fishing activities.

Sample clause: No commercial hunting, fishing or guide activities may occur on the property by any lessee(s), their guest(s), employee(s) or agent(s).

15. Venue clause.

Sample clause: Terms of the lease are to be interpreted according the laws of Georgia.

16. Include a clause to state the dates covered by the lease.

Sample clause: Unless this lease is canceled as herein provided, the lessee(s) may begin to use the property on _____ (date) and all rights granted shall cease on _____ (date).

Note: A lease can be for an entire year, hunting season, or other acceptable time period. Multi-year leases are not recommended. Some landowners allow camping, picnicking and/or fishing during the entire year. Such extra benefits can help develop a better rapport between lessee and lessor.

17. Have all parties sign and date the agreement. (If the lessee(s) are not signing in your presence, the use of a notary public is recommended.)

Sample clause: Executed by _____ (lessor) this _____ day of _____.

Acceptance: We acknowledge ourselves the undersigned lessee(s) to be bound by all terms and conditions of this agreement. All persons using the property must sign. Persons who have not signed this lease are not authorized to hunt on or enter upon the property described herein.

Hunters' (lessees') signatures and addresses:

_____	_____
_____	_____
_____	_____
_____	_____

Notary Public:

Note: Sample clauses listed here are intended to be illustrative, not exhaustive. The statements or opinions contained here are in no way to be construed to be those of an attorney or legal advice. Concerns raised by any of the preceding clauses are intended merely as drafting considerations for proper legal counsel. Waiver of liability – attach a liability waiver and a signed (by all parties) sheet identifying what hazardous areas have been described to the lessees or witnessed by them or pointed out by the landowner. Finally, make sure that every lessee or member of the hunting club signs and dates the document. Provide a copy to the lessee (or designated recipient or head of the hunting club).



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