

A Hunting Lease for Your CRP Pines

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Introduction

A stand of young planted pines in the midst of cropland can add to the value of a hunting lease by providing escape cover for deer, rabbits, and certain other game. Hunters will rent all land - whether in crops, timber, fallow, swamps - almost anything. They are among a landowner's most valuable clients. Hunters can act as your agents in repelling unwanted trespassers. They will love and enjoy your land as much as you do. There is, of course, always the potential for things to go wrong. To prevent this you need a good lease.

A good lease describes the agreements between the landowner and the hunters so that there are no misunderstandings about the privileges being purchased. The following clauses are intended as a list of suggestions on the kinds of understandings usually included in a hunting lease. There is no standard form for these clauses and all items are negotiable. Adapt the following clauses to your needs or prepare your own clauses for particular situations.

1. Limit the Agreement to the Person and Lands Involved

Sample clause:

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



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2. State the Price and the Kind of Animals the Lessee May Hunt

Sample clause:

For the sum of \$_____ the lessee may hunt the following kinds of animals:
_____ (Write in "game animals," deer, turkey, or whatever is allowed.)

3. Describe the Land to be Leased

Sample clause:

In consideration of the rent described above, the lessor(s) hereby leases to lessee the following described premises: _____ Include here a legal description of the property and include a map showing acreage of all parcels.)

4. Prevent Lessee(s) from Subleasing the Property

Sample clause:

The lessee agrees not to sublease the above described lands, nor shall lessee grant any permission to anyone who has not signed this lease to hunt or otherwise use the above described land.

¹1998. A Hunting Lease for Your CRP Pines. Georgia Cooperative Extension Service, College of Agricultural and Environmental Sciences, The University of Georgia, Athens, GA 30602 U. S. A.

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5. State Clearly which Rights Are Included in the Lease

Sample clause:

Lessee shall use the premises for: _____
(Write in hunting, camping, picnicking or whatever is allowed.) purposes only. Lessee may not cut or damage trees, crops, roads or dwellings, fences, buildings or other property on the land. Lessee may/may not chase deer with dogs.

NOTE: The lessor may wish to designate camping site or mark trees to be cut for firewood. Lessee agrees to repair any damage he causes and to return the land and property to the lessor in its prior condition at lessee's expense.

6. State that Lessee(s) Is Responsible for Posting the Land

Sample clause:

The lessee may post signs at his own expense. Text and size of such signs is to be approved by the lessor. When placing signs lessee may not drive nails into trees or buildings. (Signs should not be offensive or create an eyesore. Thin wire staples penetrate only the bark will not damage timber.)

7. Protect Timber from Damage by Nails

Lessee may not drive nails or other metal objects into trees for building deer stands or any other purpose.

8. Comment on Trespass and Wildfire

Sample clause:

Lessee agrees to help protect said lands from trespass and fire. Lessee 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 Laws

Sample clause:

Lessee shall strictly observe all wildlife laws whether state, federal, or local. **Conviction of a wildlife law violation by any single member of hunting group will cause loss of lease immediately.**

10. Include a Clause to Limit Your Liability for Accidents

Sample clause:

It is understood that the lessee accepts the land in an "as is" condition and further, the lessee understands that hunting is 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 injure him or cause death and the lessee assumes all these risks as his own responsibility.

Lessee agrees to hold lessor harmless against any and all claims of loss, damages, liabilities, or other expense of or 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 usually increases the chances of winning. The best protection against liability claims is insurance. Although the clause says that hunting is a "dangerous activity," statistically hunting is safer than many other recreational activities such as fishing, certain sports, etc.

11. Include a Clause to Prevent Littering

Sample Clause:

Lessee agrees that lands covered by this lease shall be kept free of litter at all times.

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 lessee has not complied strictly with the provisions of this agreement.

Lessor may cancel this lease for any other reason upon 30 days written notice to the lessee and in such case the lessor shall return to the lessee a pro rata share of the rent based on the unexpired portion of the lease.

It is understood by the lessee that a letter of cancellation of lease shall be addressed to:
_____ (*Lessee*) and this will be accepted as sufficient notice by all parties named herein and after expiration of notice period all parties named will immediately cease to exercise all rights stated in this lease.