

HUNTING LEASE

State of Mississippi

County of Lawrence

For and in consideration of the sum of \$0.00, I, _____, (Lessor) whose address is _____, grant to _____, (Lessee) whose address is, _____, the right to hunt and shoot, subject to the stipulations and conditions hereinafter set forth and only at such times as hunting and shooting are permitted by the laws and regulations of the United States and the State of Mississippi in force and effort, on the tract or tracts of land described as follows:

Township 8 North, Range 11 East, Lawrence County, Mississippi

TERM: This hunting lease shall be for a term of one year from July 1, 200_ to July 1, 200_.

Stipulations and Conditions of This Lease Agreement

1. If the Lessee is an organization composed of several members, the terms of this lease and its stipulations and conditions shall apply to each and every member. The terms of this lease and its stipulations and conditions shall also apply to any and all guests of the organization and its members. Lessor will be furnished with a complete list of members, guests and licensees with officer's addresses and phone numbers. Lessor will be notified in writing of all changes in Lessee's membership and officers throughout the term of the lease.
2. If the Lessee is an organization composed of several members, the term "Lessee" shall apply to the organization and to any or all of its members.
3. The rights herein granted are restricted solely to hunting and shooting. Lessee agrees not to sublease, license or otherwise transfer any of the rights or privileges granted by this lease.
4. Hunting and shooting are prohibited within 75 yards of any occupied dwelling or within any designated safety zone.
5. The right to hunt and shoot is subject to any rights that the landowner(s) may care to exercise over the land. Lessee acknowledges that landowner(s) are in the timber growing business and timber cutting, planting or other forestry practices may be conducted at any time of the year. **Forest management activities will take precedence over hunting activities.**
6. The Lessee will post the boundaries of the leased property with durable signs that include the name and address of the Lessee.
7. The Lessee will exercise due care to prevent forest fires on the property; will not cut, use, destroy, or drive or screw any object, in timber growing on the leased lands; and will not make or suffer any waste thereon. Lessee will contact Forest Pro L.L.C. before installing any new food plots on said property.
8. The Lessee will extinguish any fires on the leased land, without cost to the landowner, if the fire occurs when Lessee is using the tract.
9. The Lessee will conform strictly to local, state, and federal laws and regulations governing hunting and shooting; the Lessee will report all violations of laws and regulations and will assist law enforcement officers. If the hunting season begins after the date this lease commences, or ends before the termination of the lease, the term of this lease will be reduced to conform to applicable regulations.
10. If the Lessee is a club or other organization composed of several individual members, each individual member is bound by the terms of this lease and its stipulations and conditions, and failure to comply

will subject the club or organization to liability under the provisions of paragraph 11 herein. All members shall have in their possession a membership card valid for the current season, listing his or her name and signed in ink by the club president or representative.

11. The Lessor assumes no responsibility for the safety of the Lessee in the exercise of the rights granted by this agreement. The Lessee hereby assumes all such responsibility. Lessee agrees to indemnify and save harmless Lessor, and its agents and employees, from and against all claims, demands, suits, actions, recoveries and judgments of whatsoever nature, kind, and description, brought recovered or exacted against Lessor for, or on account of, any injury, death or damage, received or sustained by any persons or reason of any act or omission of Lessee, its members, agents, guests or licensees, resulting from, incidental to or arising out of the operations of Lessee hereunder, whether such is alleged to have been caused in whole or in part by the negligence of Lessor, its agents and employees. Lessee further agrees to defend all such actions as its own expense, to pay all charge of attorney fees and court costs and all the expenses of any kind and character and, in the event that judgment is rendered against Lessor in any such action, to satisfy the same. Each member of the Lessee organization will be jointly liable to indemnify and hold the Lessor harmless pursuant to this paragraph 11.
12. Any and all campsites, clubhouse grounds, or gathering places on the property shall be kept free of litter. Receptacles for trash may be placed within the leased areas and emptied by club members at the county landfill or in county-serviced dumpsters.
13. Vehicles shall be parked in designated areas. Use of roads shall be restricted to dry weather conditions. Lessee covenants and agrees to maintain all roads, structures and other aspects of the premises in a manner satisfactory for the conduct of hunting on leased premises. No new roads or trails will be established without prior written consent from Lessor. The Lessee has the right to install gates at their own expense and will provide Lessor with any keys or combinations to locks that lessee establishes.
14. Shall the Lessee fail to comply, in the opinion of the Lessor, strictly with the terms of this lease, the Lessor reserves the right to cancel this lease forthwith without any liability whatsoever.
15. The Lessor may cancel this lease even though the Lessee has complied with its terms; but the Lessor will refund to the Lessee the prorated amount based on the number of days remaining before lease expiration, without further liability whatsoever to the Lessee.
16. Should the Lessor elect to cancel this lease under paragraph 14 herein, a letter addressed to the Lessee (President of the leasing organization), canceling the lease, will be accepted as sufficient notice by all parties herein referred to.
17. The Lessee agrees to respect the rights of adjoining landowners and clubs, to conduct all activities on or around said land in a courteous manner and to be solely responsible for promptly resolving any problems with adjoining landowners or clubs that may arise from Lessee's activities. The Lessee agrees not to hunt, shoot or take game from property joining that of Lessor unless written permission has been granted from said adjacent landowners.
18. No agreement, plan or program concerning the regulation of animal populations or management of water, land or other natural resources on said land shall be made by Lessee with any local, state, federal or private agency, without prior written approval of Lessor. The release of feral swine and other domestic, exotic game or non-game species whether pen-reared or wild, is strictly prohibited except for state and federally coordinated restocking with written approval from Lessor.
19. Lessee has inspected the leased premises and accepts same in an "as is" condition. Lessee covenants and agrees to maintain all roads, structures and other aspects of the premises in a manner satisfactory for the conduct of hunting on leased premises.
20. The Leased Premises are being leased in their "as is" condition, and Lessor makes no covenants, warranties or representations as to the condition or state of the Leased Premises whatsoever. Without limitation of the foregoing, Lessor specifically disclaims any express or implied covenants, warranties or representations (a) as to the past, present or future existence of any toxic substances

or hazardous wastes on or under the Leased Premises or the improvements located thereon, (b) as to the compliance by the Leased Premises or the use thereof with any applicable building or zoning codes or other land use regulations, any applicable environmental laws or regulations, or any other applicable laws or regulation, or of fitness for a particular purpose or of habitability of the Leased Premises. Lessee shall not allow any toxic substances or hazardous wastes to be stored upon the Leased Premises or utilized in the Lessee's operations on the Leased Premises, except those substances which may be considered toxic and which are commercially available and customarily used in exercising the rights granted herein, and Lessee's use of the Leased Premises shall fully comply with all applicable building and zoning codes and other land use regulations, any applicable environmental laws or regulations and any other applicable laws or regulations. Lessee shall save, defend, indemnify, protect, and hold Lessor harmless from any and all claims, suits, actions, losses, damages, costs and expenses (including, without limitation, attorney's fees and court costs, threatened or incurred, and any judgments finally awarded, as a result of or arising from the breach by Lessee of any of Lessee's representations, warranties or covenants contained in this paragraph. The foregoing covenants, warranties and representations of the Lessee and the foregoing indemnification provisions shall survive the termination of this lease.

- 21. Lessee shall provide proof of general liability insurance, with the landowner(s) & Forest Pro LLC named as co-insured, in the amount of ONE MILLION DOLLARS (\$1,000,000) with a company licensed and approved to do business in Mississippi.
- 22. Lessee shall post a written copy of club rules and provide a copy to Lessor. Lessee will also maintain a sign in system, to identify where members/guest are located while hunting.

Witness our signatures, this the _____ day of August, 200__.

Signed: _____
Primary Lessee Date

Signed: _____
Witness Date

**2008-2009
Member Roster**

_____ Hunting Club membership roster.

President Name: _____ Address: _____

City: _____ State: _____ Zip: _____

Home Phone: _____ Bus Phone: _____ Cell Phone: _____

Member Name: _____ Address: _____

City: _____ State: _____ Zip: _____

Home Phone: _____ Bus Phone: _____ Cell Phone: _____

Member Name: _____ Address: _____

City: _____ State: _____ Zip: _____

Home Phone: _____ Bus Phone: _____ Cell Phone: _____

Member Name: _____ Address: _____

City: _____ State: _____ Zip: _____

Home Phone: _____ Bus Phone: _____ Cell Phone: _____

Member Name: _____ Address: _____

City: _____ State: _____ Zip: _____

Home Phone: _____ Bus Phone: _____ Cell Phone: _____

Member Name: _____ Address: _____

City: _____ State: _____ Zip: _____

Home Phone: _____ Bus Phone: _____ Cell Phone: _____

Member Name: _____ Address: _____

City: _____ State: _____ Zip: _____

Home Phone: _____ Bus Phone: _____ Cell Phone: _____

**2008-2009
Guest Roster**

_____ Hunting Club guest roster.

Guest Name: _____ Address: _____
City: _____ State: _____ Zip: _____
Home Phone: _____ Bus Phone: _____ Cell Phone: _____
Dates Hunted: _____

Guest Name: _____ Address: _____
City: _____ State: _____ Zip: _____
Home Phone: _____ Bus Phone: _____ Cell Phone: _____
Dates Hunted: _____

Guest Name: _____ Address: _____
City: _____ State: _____ Zip: _____
Home Phone: _____ Bus Phone: _____ Cell Phone: _____
Dates Hunted: _____

Guest Name: _____ Address: _____
City: _____ State: _____ Zip: _____
Home Phone: _____ Bus Phone: _____ Cell Phone: _____
Dates Hunted: _____

Guest Name: _____ Address: _____
City: _____ State: _____ Zip: _____
Home Phone: _____ Bus Phone: _____ Cell Phone: _____
Dates Hunted: _____

Guest Name: _____ Address: _____
City: _____ State: _____ Zip: _____
Home Phone: _____ Bus Phone: _____ Cell Phone: _____
Dates Hunted: _____

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City: _____ State: _____ Zip: _____
Home Phone: _____ Bus Phone: _____ Cell Phone: _____
Dates Hunted: _____