

# HUNTING LEASE

State of Mississippi  
County of

Subject to the terms and conditions set forth in this HUNTING LEASE AGREEMENT, (hereinafter called LESSOR) whose address is C/O Forest Pro LLC, , , (Phone: ) does hereby grant to (hereinafter called LESSEE) whose address is , , , (Phone: ) the right to access, hunt and shoot the game species as listed in Section 3.A, 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 in Section 1.

## 1. PROPERTY DESCRIPTION

- A. A legal description is attached to this document as "Exhibit A" and by reference is made part of.
- B. A map of the subject property may be attached and will be referred to as "Exhibit B".

## 2. PAYMENT, TERMS, AND RENEWAL

- A. The property referred to in this agreement shall be understood as comprising a total of acres, more or less.
- B. The LESSEE hereby agrees to pay to the LESSOR the sum of per acre, totaling \$0.00 on or before (date) September 1, 2020.
- C. Bid deposits received shall be applied and deducted from the total amount of the lease fee. Should LESSEE fail to pay the full amount by the required date, the LESSOR may consider this act as a breach of contract, and at their desecration, accept the bid deposit as liquidated damages.
- D. The term of this lease shall run from (date) September 1, 2020 to (date) August 30, 2021.
- E. This agreement automatically will be renewed on an annual basis unless written notice is delivered on or before (date) August 15, 2021.

## 3. RIGHTS INCLUDED

The rights herein granted are restricted solely to;

- A. Hunting and shooting the following species;
  - a. Whitetail Deer
  - b. Wild Turkey
  - c. Common Grey Squirrel
  - d. Rabbit
  - e. Ducks
  - f. Opossum, Raccoon, & Bobcats
  - g. Nuisance species such as Coyote, Crows and Beaver may be taken at any time as law allows.
- B. The methods of hunting include all legal methods (bow, muzzleloader, shotgun, & rifle) except the hunting of deer with dogs.
- C. Fishing within property boundaries along Fair River.
- D. Camping at designated camping areas.

## 4. LEASEHOLDER RESPONSIBILITIES

- A. *LESSEE ORGANIZATION*: If the LESSEE is an organization composed of several members, the term "LESSEE" and the terms of this lease, its stipulations and conditions shall apply to each and every member and failure to comply will subject the club or organization to liability under the provisions contained within this lease agreement. The terms of this lease and its stipulations and conditions shall also apply to any and all guests of the organization. Members and Guest must NOT have been convicted of a game violation in any state for the previous three calendar years. Any violation of federal or state game laws and regulations on the premises by any individual authorized to hunt on the tract may result in immediate termination of the lease
- B. *LESSEE MEMBERS LIST AND IDENTIFICATION*: 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. LESSEE shall provide a written copy of club rules, organization, and bylaws to LESSOR. 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. LESSEE will also maintain a sign in board which will contain the following information
  - 1. The identity of the members/guest and where they are located while hunting while afield.
  - 2. Written Copy of club rules
  - 3. Records of all game harvested and supply these records to the LESSOR
  - 4. Map of the property to be provided by LESSOR
  - 5. News of any scheduled forestry or land management activities.

- E. SUBLEASING:** LESSEE agrees not to sublease, license or otherwise transfer any of the rights or privileges granted by this lease and only the LESSEE, MEMBERS and his GUESTS shall have hunting rights on the leased area during the term of this lease except those reserved as follows: (RESERVED HUNTING RIGHTS)(none)
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- F. STATE LAWS:** 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.
- G. TOXIC SUBSTANCES, ZONING & ENVIRONMENTAL:** 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.
- H. SAFETY ZONES:** Hunting and shooting are prohibited within 75 yards of any occupied dwelling or within any designated safety zone.
- I. POSTING LAND:** The LESSEE will post the boundaries of the leased property with durable signs that include the name and address of the LESSEE.
- J. FOREST FIRES:** The LESSEE will exercise due care to prevent forest fires on the property and, will extinguish any unsupervised fire, without cost to the LESSOR, if the fire occurs when LESSEE is using the property.
- K. TIMBER DAMAGES:** The LESSEE will not cut, use, destroy, drive, or screw any object, in timber growing on the leased lands; and will not make or suffer any waste thereon. Timber found damaged or destroyed by LESSOR without prior approval will be assessed at a rate of twice the stumpage value of said timber.
- L. FOOD PLOTS:** LESSEE will get approval from representatives of Forest Pro L.L.C. or LESSOR before installing any new food plots on said property. Open areas located within various right-of-ways and previously existing food plots may be maintained and planted without approval. LESSEE understands that timber management activities may require the use of food plots for other purposes and that LESSOR bears no responsibility for any damages done within planted areas. LESSOR may elect to convert the use of existing food plots to timber growing at any time.
- M. STRUCTURES:** LESSEE will remove all structures including deer stands, campers, and other non attached buildings placed or constructed by LESSEE from the lease area at termination of this lease unless prearranged with LESSOR. Any structures not removed will become the property of the LESSOR.
- N. LIMITED NUMBER OF HUNTERS:** To provide a quality hunting experience and maintain an adequate level of game species the LESSEE agrees to limit number of hunters (members & guest) so not to exceed one hunter per one hundred acres (1/100) of land in the total. The number of hunters hunting on lease property at any one time shall not to exceed 0.
- O. INSURANCE:** LESSEE shall provide proof of general liability insurance, with the LESSOR(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.
- P. FOREST MANAGEMENT:** The right to hunt and shoot is subject to any rights that the LESSOR(s) may care to exercise over the land. LESSEE acknowledges that LESSOR(s) are in the timber growing business and timber cutting, planting or other forestry or land management practices may be conducted at any time of the year. **Forest and land management activities will take precedence over hunting activities.** Notification of any forestry or land management activities will be posted on the club sign in board.
- Q. PROPERTY PROTECTION:** 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. LESSEE has inspected the leased premises and accepts same in an "as is" condition.

## LEASEHOLDER BEHAVIOR

**TO ADJOINING LANDOWNERS:** 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. The approval of adjoining landowners will be required before retrieval of injured game.

**TO CAMPGROUNDS:** The LESSOR will provide an area for a campground to LESSEE provided that:

1. Buildings and campers placed on the property are in good physical and structural condition.

2. Campgrounds are kept clean and free of debris.
3. LESSOR is responsible for all cost associated with the development, operation, and disposal of said campground.
4. LESSEE acknowledges that hunting is a social activity, but no loud parties or disturbance of the peace will be allowed. If activities violate the minimal thresholds of common law then they violate the terms of the lease.
5. Any sewage generated by the campgrounds shall be disposed of properly as designated by Mississippi State Board of Health and meet the guidelines of the set forth by the local county health department.

**SAFETY:** LESSEE will maintain a list of safety guidelines and will post the safety guidelines on the sign in board. Any accidents or near misses will be recorded on the sign in board. Additionally a safety meeting will be held annually for the entire membership, and safety procedures will be reviewed, and if necessary enhanced. A review of the prior season's accidents or near misses will be discussed with the membership as well as possible ways to have avoided these accidents.

**TRESPASSERS:** The LESSEE will use common sense in dealing with any suspected trespasser. A name and address may be asked of the trespasser but threats or pointing of weapons is not allowed. All information about suspected trespassers will be submitted to the proper authorities.

**TRASH DISPOSAL:** 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.

**ANIMAL REMAINS DISPOSAL:** LESSEE agrees to dispose of animal remains in a dug out pit at least 300 feet from camp, public roads, residences, and any water courses. Pit should be constructed in non-porous soils and in non-flooding areas.

**ROAD USE;** Vehicles shall be parked in designated areas. Use of roads by trucks or automobiles shall be restricted to dry weather conditions. Use of roads shall be restricted to ATV or other recreational vehicles during wet 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 or their agent Forest Pro L.L.C...

**GATES:** 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.

## **LEASE CANCELLATION**

It is mutually agreed that failure to abide by the terms and stipulations above by any person present on the leased area under this lease will constitute cause for the forfeiture of all hunting rights, deposits and fees.

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. Should the LESSOR elect to cancel this lease, 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.

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.

## **LESSOR PROTECTION**

LESSEE recognizes the inherent dangers associated with hunting, both natural and human-created. LESSEE recognizes that accidents involving firearms, ammunition, falling trees, hidden ground openings poisonous plants and animals and various other dangers may forcibly occur on the premises aforementioned. LESSEE acknowledges his/her recognition of these dangers and the possible existence of dangerous physical conditions upon the premises such as, but not limited to, those described on the enclosed map. 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. With the aforementioned recognitions in mind, 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 defend, indemnify, and hold harmless LESSOR and all of his/her family, servants, employees and agents from all claims, demands, suits, losses, actions, personal injuries, deaths, property liability and all other liability of whatsoever nature, kind, and description, resulting directly or indirectly from or on account of the operations of the LESSEE hereunder, by LESSEE or LESSEE's guests on the premises heretofore mentioned, said obligation to indemnify extending to the reimbursement of LESSOR for all expenses and suits including but not limited to, judgments, attorney's fees, court costs, and all the expenses of any kind and character, and in the event the judgment is rendered against Lesser 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. The foregoing covenants, warranties and representations of the LESSEE and the foregoing indemnification provisions shall survive the termination of this lease.

In case any one or more of the provisions contained in this lease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, all other provisions and this agreement shall be constructed as if such invalid, illegal, or unenforceable provision has never been contained herein.

Witness our signatures, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Signed: \_\_\_\_\_  
Primary LESSEE Date

Signed: \_\_\_\_\_  
Witness Date

Make all checks payable to: **Forest Pro LLC Escrow Account**

Mail to: **Forest Pro LLC  
P.O. Box 1452  
Monticello, MS 39654**

**"Exhibit A"**

Sections 11 & 12, Township 3 North, Range 13 West, Jefferson Davis County, Mississippi (104 acres m.o.l.)

**2020-2021  
Member Roster**

Sample Hunting Club membership roster.

*(By signing this roster I agree that I have read, and agree with the terms of the hunting lease)*

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: \_\_\_\_\_

Member Name: \_\_\_\_\_ Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Home Phone: \_\_\_\_\_ Bus Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Member Name: \_\_\_\_\_ Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Home Phone: \_\_\_\_\_ Bus Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

### Guest Roster

Sample Hunting Club guest roster.

*(By signing this roster I agree that I have read, and agree with the terms of the hunting lease)*

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: \_\_\_\_\_

Guest Name: \_\_\_\_\_ Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Bus Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Dates Hunted: \_\_\_\_\_