



# HUNTING LEASE SERVICE

Helping hunters and landowners achieve their goals

PO Box 158, Farmington, Utah 84025-0158 www.huntingleaservice.com

## HUNTING ACCESS AGREEMENT

This agreement is made between \_\_\_\_\_, hereinafter "Lessee," and \_\_\_\_\_, hereinafter "Lessor." Lessor warrants to Lessee that the individual/entity listed above as Lessor either: 1) Represent all of the record owners of the Property as described in Section 2 and that Lessor has an established right to lease or exchange the rights that are transferred to Lessee in this agreement, or 2) Lessor has a valid lease on said property and has an established right to sublease the rights that are transferred to Lessee in this agreement.

### 1. Compensation.

Lessee shall pay the sum of \$\_\_\_\_\_. Lessee shall pay \$\_\_\_\_\_ within \_\_\_ days of final approval and signing of this contract by all parties. A payment of \$\_\_\_\_\_ shall be made on or before \_\_\_\_\_ with the balance due \_\_\_\_\_.

### 2. Property.

This agreement includes a lease on about \_\_\_\_\_ deeded acres of real property, hereinafter "Property," as described here:

### 3. Lease.

Lessor hereby provides to Lessee an exclusive lease, which includes the following rights:

### 4. Term.

The term of this exclusive hunting access agreement shall be \_\_\_\_\_, 20\_\_\_, through \_\_\_\_\_, 20\_\_\_, with Lessee retaining the right to renew the agreement as described in Section 8 below.

### 5. Lessee Rights.

Lessee, its agents and guests shall have the right of way into, out of, and across the Property, provided that vehicular traffic is restricted to existing paved roads and regularly driven gravel/dirt roads. Lessee, its agents and guests may not use vehicles on any road during times when conditions are such that damage to the road may occur.

### 6. Conduct of Lessee Guests.

Lessee shall terminate the hunting privileges of any guest who trespasses on any neighbor's property or who knowingly violates any laws while on the property, including all game and fish regulations and other laws pertaining to public conduct, or who litters or fails to close gates.

### 7. Laws Disallowing Hunting by Lessee Guests.

If the laws of the State in which the property lies or of the United States of America are changed, or are interpreted by authorities in such a way that Lessee guests may not legally hunt on the property or may not legally pay to hunt on the property, Lessee may terminate this Agreement upon 30 days notice to Lessor. In such an event, any monies paid to Lessor for the current year shall be returned to Lessee.

### 8. Renewal Option.

This agreement may be renewed, at Lessee's option, for \_\_\_\_\_ additional hunting seasons, starting in the year 20\_\_\_ at a price and terms agreed upon by both Lessee and Lessor. If any other person or entity offers more than Lessee, then Lessee shall have the first right of refusal to extend the hunting lease by matching the same terms and conditions of any offer received in writing by Lessor from any other person or entity or upon terms mutually agreed upon by Lessor and Lessee.

[ \_\_\_\_\_ ] Lessor's Initials    Date \_\_\_\_\_

[ \_\_\_\_\_ ] Lessee's Initials    Date \_\_\_\_\_

**9. Liability.**

Lessee agrees to hold Lessor harmless from any claim for injury sustained by any Lessee agent, employee, member or guest upon the premises during the term of this agreement. Every hunter, guest, employee or persons acting on behalf or given permission by Lessee to enter Lessor's property will be required to sign a comprehensive Lessor liability release.

**10. Photographs.**

Lessee agrees to provide to HuntingLeaseService.com at least one clear photograph of every big game animal or turkey that Lessee, its agents, employees, members or guests kill on the property. HuntingLeaseService.com and Lessor may use such photographs to market the hunting rights on the property.

**12. Damages to Property.**

Lessee agrees to reimburse Lessor all reasonable expenses necessary to repair any damage or to clean up any litter that may be caused by Lessee or any Lessee agent, employee, member or guest, including damage to roads when conditions are such that vehicular access might be expected to cause damage.

**13. Use of Building(s):**

Included in the price of the lease shall be the use of the following building or buildings:

\_\_\_\_\_  
A separate lease agreement regarding the use of the building(s) shall be signed by Lessor and Lessee.

**14. Facsimile (FAX) Document.**

Facsimile or scanned email transmission of a signed copy of this Agreement, and retransmission of any signed facsimile transmission, shall be the same as delivery of an original. If this transaction involves multiple owners this Agreement may be executed in counterparts.

**16. Entire Agreement.**

This Agreement contains the entire agreement between the parties relating to the subject matter of this Agreement. This Agreement may not be modified or amended except in writing signed by all parties signing below. An attached addendum [ ] is [ ] is not included in this Agreement.

IN WITNESS WHEREOF, the parties hereby execute this Agreement.

**LESSEE:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
(signed)

(Please print name): \_\_\_\_\_

Address: \_\_\_\_\_

Social Security or Federal Tax ID Number: \_\_\_\_\_

**LESSOR:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
(signed)

(Please print name): \_\_\_\_\_

Address: \_\_\_\_\_

Social Security or Federal Tax ID Number: \_\_\_\_\_