



HUNTING LEASE ADVERTISING AND LISTING AGREEMENT

THIS AGREEMENT is entered into by and between Hunting Lease Service (the "Company") and _____ (the "Landowner").

1. TERM OF LISTING. The Landowner hereby grants the Company, including _____ (the "Company's Agent") as the authorized agent for the Company, for the period of _____ weeks starting on the date of execution of this Listing Agreement, and ending at 5:00 P.M. on the _____ day of _____, 20____, (the "Listing Period), the Exclusive right to market hunting rights on real property owned by the Landowner, described as : _____ (the "Property"), at the price and terms stated on the attached hunting lease data information form, or at such other price and terms to which the Landowner may agree in writing. The Company's Agent agrees to use reasonable efforts to find a Lessee for the hunting rights to the Property.

2. COMPANY'S COMMISSION. The Landowner agrees to pay the Company a commission as described in Schedule A or Schedule B or Schedule C or any other Schedule that the Landowner and the Company agrees in writing. The fee shall be due and payable no later than seven days after the date by which the lease is finalized. The Landowner agrees to pay the commission if, during the Listing Period, the Company, the Company's Agent, the Landowner, or anyone else locates a party who is ready, willing and able to lease or exchange the hunting rights to the Property or any part thereof, at the listing price and terms stated on the attached hunting lease information form, or any other price and terms to which the Landowner may agree in writing. The landowner should initial the schedule desired. In the absence of an initialed schedule, Schedule B will apply.

[_____] Schedule A: A non-refundable advertising/listing fee of \$350 is due upon the signing of this Agreement. The commission is 10% of the final lease price.

[_____] Schedule B: No advertising/listing fee. The commission is 15% of the final lease price.

[_____] Schedule C: No advertising/listing fee. The Company will add a markup to the price set by the Landowner and will retain the difference between the price set by the Landowner and the final price charged to the Lessee.

The commission, unless otherwise agreed in writing by the Landowner and the Company, shall be due and payable no later than seven days after the date the lease is finalized. If a ready, willing, and able Lessee is located as provided in this section above, and the Landowner refuses to contract or to close, the Landowner shall be obligated to immediately pay to the Company the commission listed above. The Company is authorized to share the commission with another hunting consulting, advertising or brokerage company participating in finding a Lessee.

3. EXTENSION PERIOD. If within 12 months after the termination or expiration of this Agreement, the hunting rights to the Property are leased by any party to whom the Property was offered or shown by the Company, the Company's Agent, the Landowner, or another hunting consulting, advertising or brokerage company during the Listing Period, the Landowner agrees to pay to the Company the commission stated in Section 2. This does not prohibit the Landowner from leasing to any party that becomes aware of the lease's availability only after the termination of this Agreement.

4. LANDOWNER WARRANTIES/DISCLOSURES. The Landowner warrants to the Company that the individual/entity listed above as the "Landowner" either 1) Represents all of the record owners of the Property and has marketable title and an established right to lease, or exchange the hunting rights to the Property, or 2) Has a lease to the property and has an established right to sublease the hunting rights to the property. The Landowner agrees to execute the necessary lease or sublease documents. The Landowner agrees to inform fully the Company's Agent regarding the Landowner's knowledge of the property and the hunting history of the Property. The Landowner represents that information it has supplied regarding the Property and its past hunting history are accurate. The Landowner agrees to indemnify and hold harmless the Company's Agent and the Company against any claims which may arise from: (i) the Landowner's providing incorrect or inaccurate information regarding the Property; or (ii) the Landowner's failure to disclose material information regarding the Property, including, but not limited to, past trespassing issues, activities that could interfere with the hunting success of the Lessee and the location of property lines.

5. AGENCY RELATIONSHIPS. There is no agency relationship between the Landowner and the Company or the Lessee and the Company. The Company's Agent represents the Company's interests but is not authorized to obligate the Company financially or in any other manner outside this Agreement in the absence of a written agreement signed by the president of the Company. The Company is merely a provider of information regarding the Property and the hunting lease to the Property, which information is exclusively or primarily provided by the Landowner.

6. PROFESSIONAL ADVICE. The Company and the Company's Agent are experienced in the marketing of hunting rights. Neither the Company, nor the Company's Agent are trained to provide the Landowner or any prospective Lessee with legal or tax advice, or with technical advice regarding

the the Property. If the Landowner desires advice regarding: (i) legal or tax matters; (ii) the boundaries or other conditions of the Property; or (iii) this Agreement, the Company's Agent and the Company strongly recommend that the Landowner obtain such independent advice.

7. DISPUTE RESOLUTION. The parties agree that any dispute, arising prior to or after a leasing of the hunting rights to the Property, related to this Agreement shall first be submitted to mediation. If the parties agree to mediation, the dispute shall be submitted to mediation through a mediation provider mutually agreed upon by the parties. If the parties do not agree on a mediation provider within 60 days of written notice that a dispute exists, the party that initiates mediation shall submit to the other party the names of three mediation providers. The other party, within 14 days of receiving the names of the three mediation providers may reject two of the providers. Each party agrees to bear its own costs of mediation. If mediation fails, the other procedures and remedies available under this Agreement shall apply.

8. ATTORNEY FEES. Except as provided in Section 7, in case of the employment of an attorney in any matter arising out of this Agreement, the prevailing party shall be entitled to receive from the other party all costs and attorney fees, whether the matter is resolved through court action or otherwise. If, through no fault of the Company, any litigation arises out of the Landowner's employment of the Company under this Agreement (whether before or after a closing), the Landowner agrees to indemnify the Company and the Company's Agent from all costs and attorney fees incurred by the Company and/or the Company's Agent in pursuing and/or defending such action.

9. HUNTINGLEASESERVICE.COM. The Company is authorized and instructed to offer a lease of the hunting rights to the Property through the Company's website or websites. The Company is authorized to advertise and/or offer a lease of the hunting rights to the Property through any advertising media as the Company sees fit.

10. LIABILITY INSURANCE. The Company is authorized to add recreational liability insurance to the lease price. The commission as described in Section 2 shall be calculated on the lease price, not the final price that might include liability insurance. The Landowner further acknowledges that the Company is not an insurer against the loss of or damage to real or personal property. The Lessee is responsible for the actions of the Lessee and any members of the Lessee's party. The Company is not liable for any damage or loss caused by the Lessee.

11. COMMISSION ON REPEAT CUSTOMERS. The Company expends considerable money, effort and time, uses its valuable contacts, cooperates with booking agents, and risks its reputation to find customers who are willing to pay to hunt a property for the first time. The commission for the initial season is seldom sufficient to justify the Company's investment. Therefore, the Company charges a commission on repeat customers. The landowner agrees to pay a commission of 10 percent of fees charged to repeat customers. A customer is defined as any person introduced to the Landowner or the Landowner's property by the Company, by its agents, by its cooperating agents and by the Lessee. Repeat commissions shall be paid whether customers send lease or hunting fees through the Company or directly to the Landowner. After five years, the repeat commission drops to 5 percent. After 10 years, no repeat commissions are due.

12. SIGNAGE. The Company and the Lessee are authorized to place appropriate signs on the Property regarding the availability of the hunting lease as well as prohibitions against trespassing.

13. ATTACHMENT. The provisions of the attached hunting lease information form are incorporated by this reference.

14. DEPOSITS. Upon agreeing to a hunting lease on the Property, a potential Lessee typically delivers a reservation deposit to the Company. The Company is hereby authorized and directed to accept on behalf of the Landowner, and to hold in its bank account, any reservation deposit delivered to the Company by a potential Lessee. Upon final signatures on the hunting lease agreement between the Landowner and the Lessee, the Company will immediately send the reservation deposit to the Landowner minus any commission earned by the Company as described in Section 2.

15. 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, including the hunting lease information form, 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 the parties hereto. An attached addendum [] is [] is not included in this Agreement.

THE UNDERSIGNED Landowner does hereby agree to the terms of this Hunting Lease Advertising and Listing Agreement.

_____	_____	_____
(Landowner's Signature)	(Address/Phone)	(Date)
_____	_____	_____
(Landowner's Signature)	(Address/Phone)	(Date)
_____	_____	_____
(Landowner's Signature)	(Address/Phone)	(Date)

THIS AGREEMENT shall become effective only upon acceptance by the Company as evidenced by its signature below.

ACCEPTED by the Company

by _____
(Authorized Company's Agent) (Date)