

Sample Season Hunting Lease

[This form may also serve as a lease for a longer period of time.]

STATE OF ALABAMA

COUNTY OF: _____

This Hunting Lease Agreement is made by an between

_____ [Landowner] hereinafter called LESSOR and
_____ [Hunters or Hunting Club] hereinafter called
LESSEES.

GAME TO BE HUNTED AND COMPLIANCE WITH LAW

1. LESSOR does hereby lease to LESSEES, for the purpose of hunting white-tailed deer during the season established and in accordance with the laws, rules, and regulations of the Alabama Department of Conservation and Natural Resources, Division of Game and Fish, the following described premises located in _____ County, Alabama:

[Place legal description of property here.]

TERM OF LEASE

2. The term of this lease is for the 20____ white-tailed deer season, which season is scheduled to begin on or about the _____ day of November and ending on or about January 31, 20____.

PAYMENT

3. The consideration to be paid by LESSEES to LESSOR at _____ County, Alabama, is \$ _____ in cash, one-half of the total to be paid on or before _____, 20____ and the balance to be paid on or before _____, 20____

Failure to pay the second installment shall thereupon terminate and cancel the lease and the amount already paid shall be forfeited as liquidated damages for the breach of the agreement. If LESSEES default in the performance of any of the covenant or conditions hereof, then such breach shall cause an immediate termination of this lease and a forfeiture to LESSOR of all rentals prepaid. In the event that a lawsuit arises out of or in connection with this lease agreement and the rights of the parties thereof, the prevailing party may recover not only actual damages and costs but also reasonable attorney's fees expended in the matter.

FORFEITURE

4. In the event any hunter in the hunting club paying consideration for this lease fails to execute the same, then those hunter s executing the agreement shall be deemed as agents for such other hunters

and responsible for all obligations hereunder imposed upon each individual member of the party. Violation of any agreement or obligation herein by any member of the hunting club shall cause the lease, at the request of the LESSOR, thereupon to cease and terminate as to the entire group, and all rights granted hereunder will be forfeited.

LESSOR'S USE OF THE PREMISES

5. LESSEES understand and agree that the premises is not leased for agricultural and grazing purposes. LESSOR reserves the right in himself/herself, his/her Agents, Contractors, Employees, Licensees, Assigns, Invitees, or Designees to enter upon any or all of the land at any time for any purpose of cruising, marking, cutting, or removing trees and timber or conducting any other acts relating thereto, and no such use by LESSOR shall constitute a violation of this lease. LESSEES and LESSOR further agree to cooperate so that the respective activities of one will not unduly interfere with the other.

LESSEES' LIABILITY

6. LESSEES shall take proper care of the lease property, the dwellings, and all other improvements located thereon, and shall be liable to LESSOR for any damage caused to domestic livestock, fences, roads, or other property of LESSOR due to the activities of LESSEES or their guests exercising privileges under this lease.

LESSEES' INSPECTION PROPERTY

7. LESSEES further state that they have inspected the described property and have found the premises to be in an acceptable condition and hereby waive any right to complain or to recover from LESSOR in the future relating to the condition of the lease property or any improvements located thereon.

INDEMNIFICATION

8. LESSEES agree to protect and defend indemnity and hold LESSOR blameless from any and all liability, loss, damage, personal injury (including death), claims, demands, causes of action of every kind and character, without limit and without regard to the cause or causes thereof or the negligence of any party or parties arising in connection herewith in favor of:

1. Any LESSEES hereto
2. Any employees of LESSEES
3. Any business invitees of LESSEES
4. Any guests of LESSEES
5. Any person who comes to the lease premises with the expressed or implied permission of LESSEES

[NOTE: This liability release must be on the same page as the signatures, and it is the landowner's responsibility to ensure that each lessee has read and understood its meaning.]

IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be properly executed this _____ day of _____, 20_____.

LESSOR:

LESSEES:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

[NOTE: If the hunting group is not incorporated, each member should sign the lease agreement.]

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