

Sample Lease

For Educational Purposes Only

It is important to check with your local attorney before writing and signing a binding legal agreement. This lease is not all inclusive. If the lessor wants to provide other services, e.g., guides, cleaning game, allowing the lessee to improve the habitat, etc., they should be included.

_____, owner of _____ farm, (legal description of the land), County, South Carolina, herein referred to as "Landowner," for good and sufficient consideration, as hereinafter set forth, leases hunting rights on those portions of the _____ farm, hereinafter described, to _____ and others so executing this agreement and hereinafter referred to as "Lessees," on the following terms and conditions:

1. The tract of land, hereinafter referred to as "lease" upon which hunting rights are granted, is the _____ farm described herein consisting of approximately _____ acres.

(description of land with aerial photograph if available)

Lessees understand the location and boundaries of said tract and agree that no hunting rights are granted hereunder on any tract other than the tract herein designated and that no hunting or discharging of firearms shall be done by Lessees while traveling to or from the lease.

2. This agreement and the rights and duties granted and incurred hereunder shall be for a term commencing with the opening of _____ season in 20____, and the closing of _____ season in 20____, as set for _____ County, South Carolina, under regulations enforced by the South Carolina Department of Natural Resources unless sooner terminated pursuant to provisions of this agreement hereinafter set forth. Provided that either the Landowner or Lessee may cancel this agreement by giving written notice of its intent to do so thirty (30) days prior to the date that rental for the second or third year of the term here provided is due. In which event, Lessee shall be relieved of the obligation to pay further rental under the terms and shall deliver possession of the premises.
3. The consideration to be paid by Lessee to Landowner at _____ County, South Carolina, is \$_____ in cash, one half to be paid on or before June 1, 20____, and the balance to be paid on or before October 1, 20____. Failure to pay the second installment shall thereupon terminate and cancel the lease and the amount already paid shall be forfeited as liquidated damage for the breach of the agreement. A \$_____ deposit will be required to insure that lease premises are left in a clean and orderly condition. Farm personnel will inspect the premises within 30 days after the lease expires. If clean up is necessary, the farm will accomplish such, and the \$_____ deposit will be forfeited by the Lessees. If the premises are determined by farm personnel to be clean and orderly, the \$_____ deposit will be returned to the Lessees within 60 days after expiration of the lease.
4. Lessees shall not assign this lease or sublet the leased premises without the written consent of _____.
5. Lessees, collectively, shall be entitled, under this agreement, to kill and remove from _____ farm, the following numbers of animals and no more, except as expressly indicated in this lease and subject, however, to all state and federal game laws governing bag limit and possession: _____ buck (male) deer, _____ doe (female) deer, _____ quail, _____ rabbits, _____ squirrels, and _____ turkeys. Lessees may (not) fish on any ponds or stock-watering tanks on the lease during the period of the lease and may harvest mourning doves subject to bag and possession limits of the state of South Carolina for _____ County if legal dove season falls within the expressed period of the lease.
6. Lessees shall at all times abide by and obey all state and federal hunting laws and regulations and Lessee shall be responsible for the conduct of Lessee's guests or members in connection with said hunting laws and shall be responsible for any violation of said hunting laws or regulations by said Lessee, its guests, or members. Any violation of the hunting laws or regulations of any governmental authority shall give rise to the right of immediate cancellation of this lease by the Landowner upon written notice to Lessees, and in the event of the cancellation of said lease due to violation of game laws by Lessees, its guests or members, no proration of the rent previously paid shall be made, same to be forfeited as liquidated damages, and Lessees shall, upon receipt of such notice, immediately vacate and surrender unto the Landowner possession of the leased premises.

Lessees shall, during the period in which it has access to the leased premises, continually protect same against trespassers and squatters, and to the best of Lessee's ability have such persons apprehended and prosecuted.
7. This lease agreement is expressly made subject to the "General Conditions of Lease," which are attached hereto as Exhibit "A," and made a part hereof for all purposes the same as if copied herein verbatim.

8. If Lessees default in the performance of any of the covenants or conditions hereof, including the "General Conditions of Lease," which are attached hereto as Exhibit "A," then such breach shall cause an immediate termination of this lease and a forfeiture to Landowner of all consideration prepaid. The Lessee shall have no further rights under the term of this lease agreement. In the event 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 attorneys' fees expended in the matter.
9. Landowner shall not be liable for any injuries, deaths, or property damage sustained by (1) any Lessees hereto, (2) any employees of Lessees, (3) any business invitees of Lessees, (4) any guest of Lessees, (5) any person who comes to the leased premises with the express or implied permission of Lessees on the _____ farm with permission of the Lessee hereunder except for such injury, death, or property damage as may be sustained directly as a result of Landowner's sole negligence. Lessee hereunder jointly and severally agrees to indemnify Landowner, his agents or employees against any claim asserted against Landowner or any of Landowner's agents or employees as a result of any personal injury, death or property damage arising through: (1) the negligence of a Lessee or any persons on the farm with the permission of a Lessee, or (2) through the concurrent negligence of a Landowner or his agents or employees any one or more of Lessees or any person on the _____ farm with the permission of the Lessee.

All minors permitted by Lessee to hunt, fish, or swim on the leased premises shall be under the direct supervision of one of their parents (or guardian) and when children are present on the leased premises, the parents shall be fully responsible for their acts and safety and agree to hold Landowner harmless therefor, regardless of the nature of the cause of damage, whether property or personal injury, to themself

10. The leased premises are taken by Lessee in an "as is" condition, and no representation of any kind is made by _____ regarding the suitability of such premises for the purpose for which they have been leased.
11. This lease may not be terminated or repudiated by Lessee except by written notice signed and acknowledged in duplicate before a Notary Public by Lessee, and such termination or repudiation shall not be effective until Lessee has mailed one executed copy thereof to Landowner by registered mail and filed the other executed copy thereof for record in the office of the County Clerk, _____ County, South Carolina. This lease may be terminated by Landowner at any time with or without written cause by giving Lessee thirty (30) days written notice of such termination. This lease shall be binding upon the distributees, heirs, next of kin, successors, executors, administrators, and personal representatives of each of the undersigned. In signing the foregoing lease, each of the undersigned hereby acknowledges and represents:

- (a) That he has read the foregoing lease, understands it, and signs it voluntarily; and
- (b) That he is over 21 years of age and of sound mind;

In witness whereof, the parties hereto have set their hands this the _____ day of _____, 20____.

LESSEES:	DATE:	LANDOWNER:	DATE
_____	_____	_____	_____
_____	_____	WITNESS:	DATE
_____	_____	_____	_____

STATE OF SOUTH CAROLINA }

: SS

COUNTY OF _____ }

The foregoing instrument was subscribed, sworn to, and acknowledged before me this day of _____, 20____, by _____ and _____.

My commission expires: _____

Notary Public

Exhibit "A"
General conditions of lease
(Examples of Optional Clauses)

_____ LANDOWNER, LEASE TO _____ LESSEE

These general conditions of lease are applicable to the lease agreement between _____, hereinafter referred to as LANDOWNER, and _____, LESSEE. Lessee and all persons authorized to Lessee to hunt upon the leased premises shall be hereinafter collectively referred to as "Hunters."

1. It will be the responsibility of the Lessee to furnish each hunter or guest with a copy of these general conditions of lease.
2. Lessees understand and agree that the leased premises are not leased for agricultural or grazing purposes and, consequently, taken subject to the rights thereof.
3. Landowner has placed on _____ farm a number of livestock, the various values of which are difficult to ascertain. Should any one or more of such animals be killed or injured to the point of requiring destruction as a result of any conduct on the part of the Lessees or any person on the _____ farm with the permission of the Lessee, then Lessees jointly and severally agree to reimburse Landowner on the basis of the following: Commercial steer or heifer, \$_____, Commercial cow \$_____, Accredited Angus (Hereford) cow \$_____, Certified Angus (Hereford) cow \$_____, Certified Angus (Hereford) bull \$_____, Registered quarter horse \$_____. Any animal injured or killed as a result of a gunshot wound or as a result of having been struck with an automobile, shall be presumed to have been injured or killed by Lessees if such animal be found dead or injured on the lease.
4. Lessee acknowledges that Landowner owns the property herein leased, primarily for agricultural purposes and the growing of timber. Lessee shall in no manner interfere or obstruct Landowner's farming, forestry, or livestock operations.
5. Landowner reserves the right to deny access to the leased premises to any person or persons for any of the following reasons: drunkenness, carelessness with firearms, trespassing on property of adjoining landowners, acts which could reasonably be expected to strain relationships with adjoining landowners, or any other activities which to the ordinary person would be considered objectionable, offensive, or to cause embarrassment to Landowner or be detrimental to Landowner's interest. Failure of Lessee to expel or deny access to the premises to any person or persons after being notified to do so by Landowner may result in the termination of this lease at discretion of Landowner.
6. No hunter shall be allowed to:
 - (a) shoot a firearm from a vehicle;
 - (b) erect a deer stand within 150 yards of the boundary of the herein leased premises;
 - (c) permanently affix a deer stand in trees;
 - (d) abuse existing roads by use of vehicles during wet or damp conditions.
 - (e) fire rifles or other firearms in the direction of any house, barn, other improvements or across any haul road located on the leased premises;
 - (f) build or allow fires on the leased premises, except in those areas specifically designated by Landowner in writing, and, in event, shall be kept fully liable for such fires.
 - (g) leave open a gate found closed or close a gate found open.
7. Hunters shall at all times maintain a high standard of conduct acceptable to _____.