

The following information is not intended as legal advice. Its purpose is to create an awareness of hunting leases and permits and of the need for qualified legal counsel.

Oral hunting agreements often lead to misunderstandings and future problems. A signed, written document stating all payments, terms, expiration dates and mutual agreements is the best way to ensure that the rights and privileges of both the lessee (hunter) and the lessor (landowner) are recorded and understood.

Most payments are made at the time the agreement is signed. In addition, some landowners require a security deposit to further ensure that their rights will be respected and their property protected.

ACCESS PERMITS: Alabama state law requires anyone who hunts on the property of another person (except for immediate family) to possess written permission stating that the landowner allows that individual to hunt on the property in question. This written permission must be carried at all times and applies whether the individual has paid a fee or not. A sample access permit can be found at www.aces.edu/pubs/docs/A/ANR-0541.

HUNTING LEASES: A lease is a business arrangement or agreement. Pay hunting is a business. The purpose of the lease is to help ensure that there are no misunderstandings between the landowner and the hunters. The lease identifies responsibilities, rules, or restrictions before any money is exchanged or any activities begun. It does not mean problems will not develop, but it informs both parties as to what is expected and what is or is not allowed. A lease can and should be negotiated and changed as experience is gained or new situations develop. A lease is protection for both parties and is meant to provide for a pleasant experience for all involved. Careful planning and discussions between both parties can help to ensure cooperation and a good relationship.

DEVELOPING A LEASE: Consider working with an attorney in developing a lease for your property. The following information should help you think through the basic elements of the lease in your particular situation. You will need your attorney's help to make it all fit within the law and to meet your specific objectives.

The following items are the general sections usually included in a lease.

- **Introduction.** List the names of the persons involved in the lease; the landowner (lessor), the hunter (lessee), and the county and address of the farm being leased.
- **Purpose of the lease.** Describe the purpose of the lease, i.e., hunting, fishing, general recreation, etc.
- **Description of the land involved in the lease.** Provide a clear description of the area included in the lease. Attach a map to avoid any misunderstanding of property lines or areas excluded from the lease.

- **Terms of the lease.** Starting and ending dates should be defined, or state and federal season dates can be used. Stipulate what will happen if a season is prematurely closed for some reason. Is money to be refunded or carried over to the next year?
- **Amount of the rent and payments.** How much is the total rent? What are the payments and when are they due? Do you require an advance deposit?
- **Conditions of the lease.** List what is or is not agreed to as terms of the lease. This is your opportunity to clearly identify the activities you will allow the lessee to conduct on your land.
- **Remedies for breach of lessee's responsibilities.** Describe conditions that will authorize you, the lessor, to cancel the lease. It should also describe any loss of rental payments.
- **Lessor's responsibilities.** Clearly cover what you have agreed to do in providing for the comfort and convenience of the lessee and any improvements you will make for the lessee.
- **No warranty clause.** This clause stipulates that the lessee agrees to take the premises as is, in its present condition.
- **Assignment clause.** Stipulate if you will or will not allow the lessee to sublease the property.
- **Termination.** Clearly state when the lease ends and in what condition the land is to be left. Are blinds, tree stands, etc., to be left or removed? Are roads to be restored to their original (pre-hunting) condition?
- **Liability or indemnity release clause.** Work with an attorney on this section. Some liability is incurred by any landowner who receives money from someone for the privilege to hunt on the landowner's property. There are certain precautions a prudent landowner should take for his or her own protection.
- **Closing formalities.** Provide space for the signatures of the lessee and lessor as well as the formal statement for a witness or notary to sign.

Hunting leases can be drawn to fit the landowner's particular situation. In operations which specialize in 1 to 5 day hunts, a long, detailed lease is not always necessary. A sample short-term hunting lease can be found at www.aces.edu/pubs/docs/A/ANR-0541. This short-term lease can also serve as the access permit to the hunting area.

A more specific lease is needed for an entire hunting season or longer period of time. A sample season hunting lease is also available at the above site. Since these leases are usually long and might consist of several pages, season leases are not convenient to carry as access permits. Instead, the landowner usually supplies a separate hunting access permit to each hunter.

OTHER CONSIDERATIONS: You may also want to consider the following factors when developing a lease:

- Types of game that can be hunted.
- Number of hunters permitted at one time.

- Hunting pressure (number of hunting days).
- Specific no-hunting areas (near a pond, around dwellings, next to neighbors).
- Access to hunting area, parking, where and when vehicles (all-terrain, 4 x 4s, etc.) are allowed.
- Specific days when no hunting is allowed.
- Specific concerns about baiting, observing shooting hours, species protection, etc.
- Respect and care of property: any restrictions regarding alcohol, fires, smoking, litter, brush piles, fences, cutting trees, nails in trees, etc.
- Clear understanding of payment: how much, when it is due, and how payment is to be made.
- Responsibility and liability of hunters for any damage to land, structures, people or farm animals.
- Clear understanding of what the landowner is providing: hunting areas and access, electricity, water, and space for camper; boat and equipment storage during season or after season.
- Improvements that lessees are allowed to make, such as wildlife plantings, hunting facilities, or gates.
- Removal date for decoys, tree stands, blinds, etc.
- Any hunting privileges retained for the landowner or landowner's family.
- Landowner's right to use the property. Include timber cruising, marking, cutting, burning, etc.
- List of materials that the lessee should submit to the landowner. For example, if the land is leased to a hunting club, the landowner may require a copy of the hunting club bylaws and the names and addresses of all the club members.

This information will help you begin the process of developing a hunting lease. Certainly there will be many situations when only a very basic lease will be needed, but do not neglect to draw up a more explicit lease when one is called for.

SOURCES:

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