

## MODEL LEASE AGREEMENT

(Please note: The following model agreement should not be copied front this publication word-for-word and used. It must be adapted to a specific situation by the landowner. Consultation with an attorney is recommended. )

Sir or Gentlemen: I, (name of landowner, lessor,) for the sum of \$\_\_\_\_\_, payable in advance, grant to (name of organization or individual, lessee,) the right to hunt and shoot, subject to the stipulations and conditions hereinafter set forth and only at such times as hunting and shooting are permitted by the laws and regulations of the United States and the Commonwealth of Virginia in force and effect, on the tract or tracts of land described as follows: (Description of tract - county, road #, deed #, acres, other data) STIPULATIONS AND CONDITIONS OF THIS LEASE AGREEMENT:

1. If the lessee is an organization composed of several members, the terms of this lease and its stipulations and conditions shall apply to each and every member. The terms of this lease and its stipulations and conditions shall also apply to any and all guests of the organization and its members.
2. If the lessee is an organization composed of several members, the term "lessee" shall apply to the organization and to any or all of its members.
3. The rights herein granted are restricted solely to hunt and shoot.
4. Hunting and shooting are prohibited within 200 yards of any occupied dwelling or within any designated safety zone.
5. The right to hunt and shoot is subject to any rights that the landowner may care to exercise over the Lands. Agricultural and forest management activities will take precedence over hunting activities.
6. The lessee will post the boundaries of the leased property with durable signs that include the name and address of the lessee.
7. The lessee will exercise due care to prevent forest fires on the property; will not cut, use, or destroy timber growing on the leased lands; and will not make or suffer any waste thereon.
8. The lessee will extinguish any fires on the leased land, without cost to the landowner, if the fire occurs when you are using the tract.
9. The lessee will conform strictly with local, state, and federal laws and regulations governing hunting and shooting; and the lessee will report all violations of laws and regulations, and assist law enforcement officers. If the hunting season begins after the date this lease commences, or ends prior to the termination of this lease, the term of this lease will be reduced to conform with applicable regulations.
10. If the lessee is a club or other organization composed of several individual members, each individual member is bound by the terms of this lease and its stipulations and conditions, and failure to comply will subject the club or organization to liability under the provisions of Paragraph 11 herein. All members shall have in their possession a membership card valid for the current season listing his name or her and signed in ink by the club president or his representative (see Appendix 1 ) . Others using the property with the permission of the club or organization will be be issued a signed card granting

permission to hunt and shoot on which card the permittee will indemnify the lessor according to provisions of Paragraph 11.

11. The lessor assumes no responsibility for the safety of the lessee in the exercise of the rights granted by this agreement. The lessee hereby assumes all such responsibility. The lessor shall not be liable for any injury or death incurred by the lessee either while on the leased land or while making use of rights-of-way to or from the leased land or while making use of any transportation facilities which may be provided by the lessee, from, or over the leased land. The lessee will indemnify and hold harmless the lessor from and against any claim, loss, cost, or damage whatsoever caused by or arising from the operations of the lessee on the leased land or failure of the lessee to comply with any of the conditions of this lease, including failure to obtain all necessary signatures as set forth in Paragraph 10 herein. Each member of the lessee organization will be jointly liable to indemnify and hold the lessor harmless pursuant to this Paragraph 11.
12. Any and all camp sites, club house grounds, or gathering places on the property shall be kept free of litter. Receptacles for trash may be placed within the leased areas and emptied by club members at the county landfill or in county-serviced dumpboxes.
13. Vehicles shall be parked in designated areas. Use of roads shall be restricted to dry weather conditions. The lessee shall honor all locked gates.
14. Should the lessee fail to comply, in the opinion of the lessor, strictly with the terms of this lease, the lessor reserves the right to cancel this lease forthwith without any liability whatsoever.
15. The lessor may cancel this lease even though the lessee has complied with its terms; but the lessor will refund to the lessee the proportionate part of the \$ \_\_\_\_\_ paid, as the same shall bear to the unexpected period, without further liability whatsoever to the lessor.
16. Should the lessor elect to cancel this lease under Paragraph No. 14 herein, a letter addressed to the lessee (president of the leasing organization), cancelling the lease, will be accepted as sufficient notice by all parties herein referred to.
17. Unless cancelled as herein provided, all rights granted in and by this lease shall cease and terminate on \_\_\_\_\_.
18. As an indication of acceptance of the stipulations and conditions herein, the "Acceptance" will be signed below and unless or until this lease is executed by the parties hereto, and the \$ \_\_\_\_\_ as herein provided paid, the landowner is in no way obligated under the terms and conditions hereof.

Signed:

_____	_____
(Date)	(Lessor)
_____	_____
(Date)	(Lessor)
_____	_____
(Date)	(Lessor)
_____	_____
(Date)	(Witness)

---

(Date) (Witness)

---

(Date) (Witness)

\*NOTE: If the leasing organization is incorporated, the current president can sign for his members; but, if the leasing organization is an unincorporated association, all members must sign the lease.

*Reviewed by James Parkhurst, Extension Specialist, Fisheries and Wildlife Science*

## **Rights**

---

Virginia Cooperative Extension materials are available for public use, re-print, or citation without further permission, provided the use includes credit to the author and to Virginia Cooperative Extension, Virginia Tech, and Virginia State University.

Peter T. Bromley, Extension Specialist, Wildlife, Dept. of Fisheries and Wildlife Sciences, Virginia Tech

## **Publisher**

Issued in furtherance of Cooperative Extension work, Virginia Polytechnic Institute and State University, Virginia State University, and the U.S. Department of Agriculture cooperating. Alan L. Grant, Dean, College of Agriculture and Life Sciences, and Interim Director, Virginia Cooperative Extension, Virginia Tech, Blacksburg; Wondi Mersie, Interim Administrator, 1890 Extension Program, Virginia State, Petersburg.

## **Date**

May 1, 2009