

HUNTING LEASE AGREEMENT

[EACH MEMBER OF A HUNTING PARTY MUST HAVE HIS/HER OWN LEASE AGREEMENT.]

THIS HUNTING LEASE AGREEMENT is made this _____ day of _____, 20____, by _____, who owns or is otherwise entitled to grant hunting privileges on the land described in this agreement ("Owner"), whose address is _____, _____ Michigan, _____ and _____ ("Lessee"), whose address is _____, _____, _____.

Description of and Consideration Paid for the Leased Premises

For the sum of \$_____ paid to Owner, receipt of which is acknowledged, Lessee, subject to the Terms and Conditions set forth below, hereby leases from Owner, for hunting purposes only and for the following species only _____ (insert species [e.g. deer, turkey, etc. or say "all"]) and for the period beginning on _____, 20____ and ending at midnight on _____, 20____, the following described property:

A parcel of land in _____ County, Michigan, containing _____ acres, more or less, and being more particularly described and/or diagrammed on attached Exhibit A (which is a part of this Lease Agreement) and hereinafter referred to as the "Leased Premises."

Terms and Conditions

1. Lessee shall have and possess a valid 20 Michigan hunting license that covers the species identified above and which the Lessee intends to hunt on the Leased Premises.
2. Lessee shall comply with all Michigan, Federal and local hunting regulations.
3. While on the Leased Premises, lessee shall: (a) maintain safe gun handling practices; (b) never shoot in the direction of any people, buildings, or livestock; (c) leave all gates as Lessee finds them; (d) use proper care in crossing fences; (e) operate vehicles only on established roadways or lanes; and (f) not use alcohol or unlawful drugs.
4. Lessee shall exercise due care to prevent fires; and shall not cause or permit damage to fences, crops, trees, or farm animals, or equipment; and shall not commit or permit waste or damage or injury, and shall not conduct or permit any illegal activity on the Leased Premises.

5. Owner shall have no responsibility or liability to Lessee or to any other individual or entity for any claim, demand, loss, damage, injury, or death resulting from anything done or omitted or in any manner arising under this Lease Agreement, and Lessee hereby agrees, on behalf of himself/herself and Lessee's heirs, personal representatives, and assigns, to indemnify and hold Owner (and any other person having a legal interest in the Leased Premises) harmless from and against any and every claim, demand, loss or damage, including interest, costs, and attorney fees, resulting from Lessee's occupancy of and/or activities on the Leased Premises and/or from anything done or omitted or in any manner arising under this Lease Agreement.
6. Unless approved in advance by Owner, Lessee shall not erect any structures on the Leased Premises, and no nails or spikes or other objects for tree stands shall be driven into any tree on the Leased Premises.
7. No one other than Lessee shall, at any time, be permitted to exercise any right or privilege under this Lease Agreement.
8. Any property brought on to Leased Premises by Lessee and any litter created by Lessee, shall be removed from the Leased Premises by Lessee.
9. Owner reserves, and at all times shall have, the full, free, and absolute right and authority, by himself or his agents, and/or employees, to go on the Leased Premises for any purposes, including, but not limited to, planting, cutting, removing, protecting, caring for and dealing with any part of the Leased Premises.
10. Upon violation of any term or condition of this Lease Agreement by Lessee, Owner may, at Owner's sole option, terminate this Lease Agreement upon notice to Lessee and Owner shall, thereupon, have no duty or obligation to refund any part of Lessee's payment for this Lease Agreement. No failure of Owner to exercise such option and no waiver by Owner of any right or privilege shall operate as a waiver of any right, option, power, or privilege as to any other, further, or future violation.
11. Lessee accepts the Leased Premises in an "as is" condition and Lessee understands and agrees that hunting is a dangerous activity and that there may be hidden hazards, such as holes, fence wires, animals, wells, swamps, ponds, harmful plants, unauthorized careless individuals on the land, other hunters, or other risks that may injure or cause the death of the Lessee and the Lessee assumes all these risks as the Lessee's responsibility.
12. Owner may (or) shall not hunt the Leased Premises during the term of this Lease Agreement.
13. The Lessee shall have a copy of this Lease Agreement on his/her person at all times while he/she is on the Leased Premises.

In Witness Whereof, the Owner and the Lessee have executed this Lease Agreement.

PARTIES TO LEASE AGREEMENT:

(Signature of Owner)

(Signature of Lessee)

(Printed Name of Owner)

(Printed Name of Lessee)

(Lessee's Driver's License No.)

(Lessee's License Plate No.)

(Lessee's Vehicle Description)

WITNESSES:

(Signature of Witness to Owner's Signing)

(Signature of Witness to Lessee's Signing)

Exhibit A

This Exhibit A is part of the Hunting Lease Agreement.

Description and/or Diagram of Leased Premises