

Merk Farms Hunting
Hunting Lease Management Specialists

HUNTING LEASE AND INDEMNITY AGREEMENT

This Hunting Lease and Indemnity Agreement ("Agreement" or "Lease") is made and entered into as of the _____ (date) by and between _____ (hereafter "Lessor"), _____ (hereafter "Lessee"), and Merk Farms Hunting (hereafter "Agent" or "Leasing Agent").

WITNESSETH

Subject to the terms and conditions set forth in this Agreement, Lessor does hereby grant to Lessee the exclusive right to access and hunt the following game species:
_____ with all legal firearm and archery equipment for the state of _____, that may be found upon and harvested from the following real estate (hereinafter "Real Estate" or "Leased Area"):

Legal description of property inserted here

It is understood that the rights and privileges granted herein are not assignable without the express written consent of the Lessor. This Lease is strictly limited to the use of the Real Estate for the activities described herein, and notwithstanding anything contained herein to the contrary, the Lessee has no other rights to the use of the Real Estate.

Section I – Agreement

1. The initial term of this Lease shall be for a period from _____ (mm/dd/yyyy) to _____ (mm/dd/yyyy).
2. The Lessee agrees:
 1. To pay Lessor the sum of \$_____ (Dollars) to be collected by the Leasing Agent as consideration for the use of the Leased Area for the initial term. The Leasing Agent will deduct any leasing fees and then send the remainder to the Lessor. If Lessee desires to renew, at Landowners discretion, the Lease for an additional one (1) year term, Lessee shall notify Leasing Agent in writing at least sixty (60) days prior to the expiration of the initial term and shall pay such sum to Leasing Agent, not later than two weeks prior to the expiration of the current term. Failure to pay such sum within the time constraints herein imposed releases the Lessor from performance of this Lease and Lessor may relet the whole or any part of the Real Estate without recourse from the Lessee.
 2. To not sublease the Real Estate, nor shall Lessee grant permission to anyone who is not a party to this Lease or a member of the Hunting Group to hunt or otherwise use the Real Estate. For purposes of this Agreement, the Hunting Group shall be defined as the Lessee, which can consist of up to the number of _____ (#) individuals.
 3. To abide by any and all State, Federal and local hunting regulations, including any quotas prescribed by Lessor. Failure to follow said regulations, by Lessee or other member of the Hunting Group may, at Lessor's option, cause immediate cancellation of the Lease as to that Lessee or to all Lessees (at Lessor's sole discretion) and without refund of all or any portion of deposits and/or lease fees.
 4. To maintain proper safety procedures regarding firearms, including but not limited to, ensuring that all firearms are unloaded while in vehicles and in vicinity of all buildings.
 5. To maintain proper vigilance aimed at preventing fires or damage by other means to the Real Estate, and to immediately report any wildfires that may occur

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on the Real Estate to Lessor. Lessee is expressly and specifically forbidden to intentionally start or create a situation that could start a fire of any kind.

6. To ensure that vehicles are driven only on established roads and that all gates are left as originally found. Lessee's use of any motorized vehicle is restricted to the retrieval of a legally harvested game animals, hanging stands and creating food plots as allowed.
7. To maintain a no hunting or shooting zone within 100 yards of any occupied building and around all other designated areas. Local or state minimum regulated distances will supersede this distance if more than 100 yards.
8. To remove all personal property or structures placed or constructed by Lessee upon the Leased Area at termination of this Lease unless the Lessor has provided prior written consent to leave any or all such property. Personal property becomes possession of the landowner at the end of the term of this lease.
9. To use only hunting methods and stands that cause no harm to marketable timber and marketable timber species. Specifically the Lessee is required to use only deer stands that are temporary and do not require anything to be driven into a tree.
10. To repair any damage caused to the Real Estate and to return the Real Estate and property to the Lessor in the same condition that existed upon commencement of the Lease. Any clearing of underbrush must be done in a manner so as not to damage any trees or crops that have been planted.
11. To in no way hinder forestry practices, farming or damage crop production.
12. To not enter upon any neighboring land or hunt on any real estate not described herein.
13. To keep the Real Estate free of litter at all times.
14. That the Leasing Agent has an exclusive relationship with the Lessor to be their Leasing Agent for any hunting and recreational leases upon Lessor's property described in this lease.
15. That the Lessees will not attempt to negotiate a new Lease with Lessor upon expiration or earlier termination of this Lease without the inclusion of Leasing Agent. Lessee attempts to circumvent Leasing Agent will result in legal action taken against Lessees.

3. Lessor hereby agrees:

1. To provide the Lessee with hunting rights on the Leased Area during the term of this Lease, subject to the conditions and restrictions provided herein.
2. To not lease to or give any other individual(s) permission to access for recreation, occupy for recreation, or use for recreation purposes, or hunt on the Real Estate during the term of this Lease. This does not restrict the lessor or the lessor's agent from farming, harvesting timber or firewood, conducting mineral exploration, or general maintenance of the property.
3. That Leasing Agent is a third party beneficiary of this Agreement and any attempt by Lessor to negotiate a new Lease with any Lessee upon expiration or earlier termination of this Agreement, without the inclusion of Leasing Agent as a third party beneficiary, will not release Lessor of the compensation due Leasing Agent.

Section II - Release and Indemnification

As further consideration for the rights and privileges granted herein, Lessee agrees to the following:

1. It is understood that the Real Estate consists of mostly undeveloped and untamed land, and the Lessee has had an opportunity to inspect the Leased Area and accepts the Real Estate in an "as is" condition and further, the Lessee

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understands that hunting is a dangerous activity and that there may be hazards (known and unknown, hidden and observable), including but not limited to, dangers such as holes, cracks or openings in the earth, fence wire, snakes, wells, swamps, brush and other growth, ponds, harmful plants, wild or poisonous animals, insects, bats, unauthorized or careless persons on the land, other hunters, or other risks that may be dangerous and cause injury and/or death and that Lessee assumes all such risks as his/her own responsibility, without liability to or recourse against the Lessor, Leasing Agent or their agents, officers, directors, employees, assignees and heirs.

2. That although Lessor may have a greater knowledge of land or the Real Estate than Lessee, that it is impracticable and virtually impossible for Lessor to list and/or to physically show Lessee each and every potential hazard on the Real Estate and Lessee enters onto said Real Estate despite same and at Lessee's own risk and without liability to Lessor or Leasing Agent or their agents, officers, directors, employees, assignees and heirs.
3. To forever release, defend, indemnify, and hold harmless Lessor and Leasing Agent, their agents, officers, directors, employees, assigns and heirs, from and against any and all liability, claims, fines, settlements, damages, demands, suits or causes of action of whatsoever nature, including but not limited to reasonable attorney's fees, arising out of bodily injury to, illness or death of any person, including Lessee or other member of the Hunting Group, damage to property of any person, legal entity, or third party, in any occurrence incident to or arising out of or relating to this Agreement or any activities occurring upon the Real Estate, whether by Lessee or otherwise; the performance or nonperformance by Lessee of its obligations hereunder; a breach of any term, provision or warranty contained in this Agreement; or any violation of any laws, regulations or ordinances related to Lessee's obligations or performance hereunder.
4. The Lessee has chosen of his or her own free will to go hunting on the Real Estate, and realizes there are inherent dangers from the sport of hunting, including but not limited to, danger from other hunters, the inherent danger of injury from the presence or use of firearms, and other dangers of any nature whatsoever, including dangers to bodily injury or damage which may occur (such as, but not limited to, the use of hunting knives, axes, arrows, traveling by vehicle over rough terrain, getting into and out of deer stands for hunting), and the risk of such injury or damage caused by other hunters. Lessee agrees at all times to use extreme caution and care in protecting himself or herself, his or her property, and others and their property, from accident, damage or bodily injury which may result from any such risk.
5. It is mutually agreed that failure to abide by the terms and stipulations above by any Lessee or member of the Hunting Group constitutes a material breach of this Agreement and may result in the forfeiture of all hunting rights, Deposits and fees.

Section III – Miscellaneous

1. In the event that any action is filed in relation to this Agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all other sums that either party may be called on to pay, a reasonable sum for the successful party's attorneys' fees.
2. Either party's failure to complain of any act or omission on the part of the other party, no matter how long same may continue, shall not be deemed a waiver by such party of any of its rights hereunder. No waiver by either party at any time, express or implied, of any breach of any provision of this Agreement shall be deemed a waiver or a breach of any other provisions of this Agreement or a consent to any subsequent breach of the same or any other provision.

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3. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns.
4. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.
5. The titles to the paragraphs of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.
6. This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.
7. Any notice provided for or concerning this Agreement shall be in writing and be deemed sufficiently given when sent by certified mail or registered mail to the respective address of each party as set forth in this Agreement.
8. The rights of each party under this Agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.
9. If any provision of this Agreement shall be held to be invalid or unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby, and each remaining provision shall be valid and enforceable to the fullest extent permitted by law.
10. This Agreement shall be construed under and in accordance with the laws of the state in which a majority of the Real Estate is located.

[SIGNATURE PAGE TO FOLLOW]

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SIGNATURE PAGE TO HUNTING LEASE AND INDEMNITY AGREEMENT

The undersigned Lessee acknowledges that he or she has read this entire Agreement, including the release and indemnification provisions, and has had ample opportunity to review this Agreement with an attorney, and is signing this Agreement voluntarily, without duress, and by signature hereby accepts and agrees, jointly and severally, to all of the provisions of this Agreement contained herein.

Lessee

Signed _____
Printed _____
Address _____
Address _____
Phone _____
E-mail _____
Date _____

Signed _____
Printed _____
Address _____
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E-mail _____
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Lessor

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E-mail _____
Date _____

Signed _____
Printed _____
Address _____
Address _____
Phone _____
E-mail _____
Date _____

Leasing Agent

Merk Farms Hunting
502-724-5314
Signed _____
Printed Stephen Ruckman, President
Address 920 Stanley Ave
Address Louisville, KY 40215
Date _____

*lease valid only when signed by leasing agent

Property Identifier _____