

HUNTING LEASE AGREEMENT

For the sum of \$_____ per acre for _____ acres, totaling \$_____ and other good and sufficient consideration, this Agreement is made by and between the Baldwin County Board of Commissioners (hereinafter “Lessor/Owner”) and _____, (hereinafter “Lessee”, whether one or more) for the lease of certain hunting rights on the property (hereinafter “the Property”) containing _____ acres yearly, more or less and described further as: _____.

1. **Hunting Rights.** The parties hereto agree that only those hunting rights pertaining to the legal hunting of deer, turkey and small game on the Property are granted by this Agreement to Lessee. No fishing rights are granted. No hunting is permitted within 200 yards of a public road or within 50 yards of any property line.
2. **No Violation of Game Laws.** Lessee agrees and covenants to abide by all state and national game laws and to take all reasonable and necessary steps to prevent any violation of such laws by any person hunting on the Property.
3. **Vehicle Use.** Lessee agrees that the use of all vehicles, including both on-road and off-road vehicles, ATV’s, trucks and tractors, shall be conducted in such manner as not to damage roads or existing trails on the Property. The within described vehicle use shall be for hunting purposes only.
4. **Liability for Damage.** Lessee agrees to and assumes full responsibility for damages of whatsoever kind which by Lessee’s use and activities on the Property.
5. **Fences and Other Enclosures.** Lessee agrees that no fences or enclosures shall be placed upon the Property without the prior written permission of the Lessor.
6. **Artificial Turf Area.** The Lessee must not enter the area of the Lessor that is covered by artificial turf.
7. **Food Plots, Tree Stands, Camp Facilities.** Lessee is hereby granted the right to:
 - A. Establish and maintain food plots.
 - B. Place non-permanent tree stands and hunting blinds.
 - C. Locate mobile camping facilities at a site mutually agreeable with Lessor.
8. **Trespassers.** Lessee agrees to post notices against trespassers on the Property and is granted the right to notify appropriate law enforcement authorities about the presence of unauthorized persons and trespassers on the Property and to institute prosecution proceedings for trespass.
9. **Maintenance of Gates and Roads.** Lessee agrees to maintain all existing gates and roads on the Property in similar condition as at the commencement of this Agreement.
10. **Rights of Third Parties.** This Agreement negates any existing third party agreements.

11. **Term.** This Agreement shall begin on the 10th day of October, 2020 and extend for a period of 1 year expiring on the 9th day of October, 2021. The terms of this Lease Agreement shall roll over for an additional twelve month period unless a notice of termination is given by either party at least 60 days prior to the end of the twelve month term.

12. **Termination.** If agreement is terminated by Lessor, monies will be returned to the Lessee by prorated per day cost of the remaining agreement. This agreement is subject to termination by Lessor with a 60 day notice.

13. **Release of Liability.** Lessee agrees that no warranty, either express or implied, is made by Lessor as to the existing condition of the Property or as to the existence of any roads, buildings, gates or other improvements located thereon. Lessee has been informed and does understand that dangerous conditions can and do exist on the Property, whether naturally created or caused by man and Lessee accepts and acknowledges all responsibility for any dangers, accidents, risks and hazards associated with Lessee's use and occupation of the Property. Further, Lessee indemnifies and holds Lessor harmless from claims, demands, causes of action and damages, including attorneys' fees, resulting from any accident, incident or occurrence arising out of Lessee's use of the Property. It is fully agreed and understood by Lessee that the terms and conditions recited in that certain "Release of Liability and Acknowledgment and Acceptance of Dangers, Risks and Hazards of Hunting Lease" attached to and made a part of this Agreement as "Exhibit A" are expressly incorporated into this Agreement. Lessee individually and collectively, agrees to read and indicate approval of such Exhibit A by signing as indicated and, further, to have each and every hunter read, approve and sign a copy of said Exhibit A prior to hunting or otherwise being upon the Property.

14. **Notice.** Any notice required or permitted under this Agreement shall be made in writing and shall be deemed effective when mailed by United States registered or restricted mail, return receipt requested, or when delivered by personal service or when delivered by national courier service with receipt required. For purposes of any notice pursuant to this Agreement, the addresses of the parties are:

ADDRESS OF LESSOR:
Baldwin County Board of Commissioners

Milledgeville, GA 31061

ADDRESS OF LESSEE:

15. **Entirety and Modification.** This Agreement contains the entire agreement between the parties hereto and supersedes any prior negotiations, arrangements and agreements concerning the same matter. No modification to this Agreement shall be effective unless reduced to a written instrument signed by both parties hereto.

16. **Applicable Law.** This Agreement is subject to the laws of the State of Georgia and is to be construed in accordance with those laws. In the event that any part of this Agreement is found to be invalid or otherwise unenforceable by a court of competent jurisdiction, then that portion of the Agreement remaining shall continue to be binding upon the parties and shall be enforced to the fullest extent possible in accord with the purposes stated herein.
17. **Insurance.** Lessee agrees to carry sufficient insurance coverage for the property and its use for hunting purposes. The Lessee must provide Lessor with a copy of this insurance policy prior to signing this agreement. The insurance must remain in force during the entire length of this agreement.
18. **Operational Shutdown.** Lessor requires that on occasion all hunting activity will need to cease for a 24-hour period. Notification will be given in as timely a manner as is possible. Lessee will vacate the premises to accommodate Lessor site visits.
19. **Hunter names and addresses.** Lessee will provide Lessor with a list of names and addresses of hunters accessing the site at any given time. Any person found on the property not included on the list of names and addresses will be considered trespassing.
20. **Boundaries.** Lessee is responsible for identifying and honoring property boundaries.
21. **Future Development.** Lessee understands that property is slated for future development and may have timber harvesting, road improvements and maintenance taking place at any given time.

WITNESS the signatures of the parties to this Agreement in duplicate on this the _____ day of _____, 2020.

LESSOR

By: Baldwin County Board of Commissioners
Chairman Henry Craig

LESSEE

By:

EXHIBIT "A"

**RELEASE OF LIABILITY AND ACKNOWLEDGMENT AND
ACCEPTANCE OF DANGERS, RISKS AND HAZARDS OF HUNTING LEASE**

(To be completed by each hunter accessing property)

I hereby acknowledge that I have knowingly and willingly entered a Hunting Lease Agreement, or become a party bound by the terms and conditions of a Hunting Lease Agreement by and between Baldwin County Board of Commissioners (hereinafter the Lessor, whether one or more), and _____, dated _____. I understand the terms, provisions and conditions of the Hunting Lease Agreement and will abide by its terms, provisions and conditions.

I further acknowledge and understand that no warranty, either express or implied, is made by the Lessor as to the condition of the hunting lease (hereinafter the leased premises) located in Baldwin County, GA, or any roads, buildings, gates or other improvements located thereon. This document is sufficient warning that dangerous conditions, risks and hazards do exist. My presence and activities on the leased premises expose both me and my property to dangerous conditions, risks and hazards, including but not limited to: poisonous snakes, insects and spiders; blinds and non-permanent tree stands, whether or not erected by Lessor; erosion and general condition of the land, both on and off roadways, creating rough, hazardous and dangerous driving and walking conditions; animals both wild and domestic that may be diseased and/or potentially dangerous; deep water; persons with firearms both on or off the leased premises; and the use of vehicles. I hereby state that I expressly assume all such dangers, risks and hazards.

In consideration for the right to enter the leased premises, I hereby release and agree to protect, indemnify and hold harmless the Lessor and his or her respective agents, employees and assigns from and against any and all claims, demands, causes of action and damages, including attorneys' fees, resulting from any accident, incident or occurrence arising out of, incidental to or in any way resulting from the use of the leased premises and all improvements thereon, whether or not caused by the Lessor's negligence or gross negligence. This release applies during the time that I am permitted on the leased premises. I hereby further covenant and agree that I, my heirs, successors and assigns will not make any claim or institute any suit or action at law or in equity against the Lessor or his or her respective heirs, agents, representatives, employees, successors or assigns.

As used in this release, the terms I, my person and myself include minors in my care while on the leased premises.

Dated and signed this ____ day of _____, ____.

(Hunter's Signature)

Hunter's Address:

(Hunter's Printed Name)