

SAMPLE SHORT-TERM AGREEMENT

(May also serve as the access permit for short-term agreements)

Subject to the terms and conditions set forth in this document,
(hereinafter called LANDOWNER) does hereby grant to (hereinafter called PERMITTEE) the right to access and hunt
only the following game species: (List species)
that may be found upon and harvested from the following property(s): (Describe property; refer to an attached map)

1. The term of this permit shall run from (date) _____ to (date) _____ .
2. The PERMITTEE hereby agrees to:
 - a. Pay to the LANDOWNER in advance a fee of \$ _____ .
 - b. Abide by all state and federal hunting regulations.
 - c. See that vehicles are driven only on established roads and to see that all gates are left as originally found.
 - d. Maintain a no hunting or shooting zone within 200 yards of any occupied building and around all other designated areas.
 - e. Keep records of all game harvested and supply these records to the LANDOWNER.
 - f. Remove all structures placed or constructed by PERMITTEE from the property at termination of this lease unless prearranged with LANDOWNER.
 - g. Abide by all written rules and regulations supplied at this onset of this agreement.
3. LANDOWNER will not authorize a number of persons in excess of _____ to hunt on this tract during the period of this permit.
4. This agreement shall be construed under and in accordance with the laws of the state of Missouri.

I, the undersigned PERMITTEE, do hereby assume all risks associated with hunting (and/or any other intended activity) and do hereby release and all their properties and their agents of any and all negligence.

Executed in duplicate on this _____ day of _____ .

Landowner: _____

Permittee: _____

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APPENDIX B

SAMPLE HUNTING ACCESS PERMIT

(May be used for courtesy hunting permit when written permission is required)

Date: _____

To whom it may concern:

The bearer of this permit, _____
has permission to hunt on the following property:

(name of farm or ranch)

located at during the period _____

He/she agrees to obey the current state and federal hunting regulations and to repair or pay for any property damages that he/she may cause.

He/she has been shown the property boundaries and agrees not to hunt on adjacent properties without written permission.

Landowner: _____

Permittee: _____

SAMPLE ANNUAL HUNTING LEASE

(May be used for seasonal lease)

Subject to the terms and conditions set forth in this document, _____ (LESSOR) does hereby grant to _____ (LESSEE) the right to access and hunt only the following game species:
(List species)

which may be found upon and harvested from the following property(s): *(Describe property; refer to an attached map)*

treated as comprising a total of _____ acres, more or less.

1. The term of this lease shall run from (date) _____ to (date) _____ .
2. The LESSEE hereby agrees to:
 - a. Pay to the LESSOR the sum of (\$) _____ per acre (or agreed upon price), totaling (\$) _____ on or before (date) _____ .
 - b. Allow LESSOR to hold in deposit the sum of (\$) _____ refundable at the termination of this lease if the lease agreement has been adhered to and no damages have been placed upon the LESSOR as a result of the actions of the LESSEE.
 - c. Abide by hunting regulations prescribed by LESSOR.
 - d. Abide by all state and federal hunting regulations.
 - e. Harvest game species only in accordance with HARVEST PLAN prescribed by LESSOR.
 - f. Be personally responsible for the actions and activities of all persons hunting under this lease and to act as a representative in matters regarding all activities carried out under this lease.
 - g. Maintain proper safety procedures regarding firearms, particularly by seeing that all firearms are unloaded while in vehicles and in vicinity of all buildings.
 - h. Maintain proper vigilance aimed at preventing fires or damage by other means to the leased area.
 - i. See that vehicles are driven only on established roads and that all gates are left as originally found.
 - j. Maintain a no hunting or shooting zone within 200 yards of any occupied building and around all other designated areas.
 - k. Keep records of all game harvested and supply these records to the LESSOR.
 - l. Remove all structures placed or constructed by LESSEE from the lease area at termination of this lease unless prearranged with LESSOR.
 - m. Limit number of hunters so as not to exceed _____. The number of hunters on lease property at any one time shall not exceed _____.
 - n. Provide the LESSOR with a current certificate of insurance covering the LESSOR, LESSEE and all guests of the LESSOR against damages and liabilities. Coverage shall be in at least the amount of \$500,000.
 - o. Abide by all written rules and regulations supplied at this onset of this agreement.
3. The LESSOR hereby agrees:
 - a. That only the LESSEE and his GUESTS shall have hunting rights on the leased area during the term of this lease except those reserved as follows: _____
 - b. That quotas of game species offered the LESSEE shall be reasonable and equitable, commensurate with the management goals established for the leased area. Note: If quotas are established, they should be attached and referred to in the lease document.
 - c. To establish a game harvest plan and hunting harvest quotas, after consultation with LESSEE, and advise LESSEE of the quotas for leased area, or portions thereof. Note: If a game harvest plan is established, it should be attached and referred to in the lease document.

4. Agricultural and/or forestry practices are necessary on the premises and take precedence over the rights given in this agreement. Hunting shall not interfere with any such practices.

5. It is mutually agreed that failure to abide by the terms and stipulations above by any person present on the leased area under this lease will constitute cause for the forfeiture of all hunting rights, deposits and fees.

6. LESSEE shall not assign or otherwise convey any rights granted by this agreement to other persons without the expressed written consent of the LESSOR.

7. The addresses of the parties hereto for the communication of notices are, unless altered by written notice, as follows:
For the LESSOR: _____

For the LESSEE: _____

8. This agreement will be automatically renewed on an annual basis unless written notice is delivered on or before (date) _____ .

9. In case any one or more of the provisions contained in this lease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, all other provisions and this agreement shall be construed as if such invalid, illegal, or unenforceable provision has never been contained herein.

10. This agreement shall be construed under and in accordance with the laws of the state.

11. Lessee recognizes the inherent dangers associated with hunting, both natural and man-created. Lessee recognizes that accidents involving firearms, ammunition, falling trees, hidden ground openings, poisonous plants, and various other dangers may forcibly occur on the premises aforementioned. Lessee acknowledges his recognition of these dangers and the possible existence of dangerous physical conditions on the premises, such as but not limited to those described on the enclosed map. With the aforementioned recognitions in mind, lessee agrees to indemnify and hold harmless landowner and all of his/her family, servants, employees and agents from all claims, suits, losses, personal injuries, deaths, property liability, and all other liability resulting directly or indirectly from or on account of hunting activities engaged in by lessee or lessee's guests on the premises heretofore mentioned, said obligation to indemnify extending to the reimbursement of landowner for all expenses and suits including but not limited to judgments, attorney's fees and court costs.

Note: This liability release must be on the same page as the signatures and it is the landowner's responsibility to ensure that each lessee has read and understood its meaning. The release clause in Appendix A may be substituted here.

Executed in duplicate on this _____ day of _____ 20__ .

Lessor: _____

Lessee: _____

Lessor: _____

Lessee: _____

Lessor: _____

Lessee: _____

NOTE: If the hunting group is not incorporated, all hunters should sign the lease agreement.