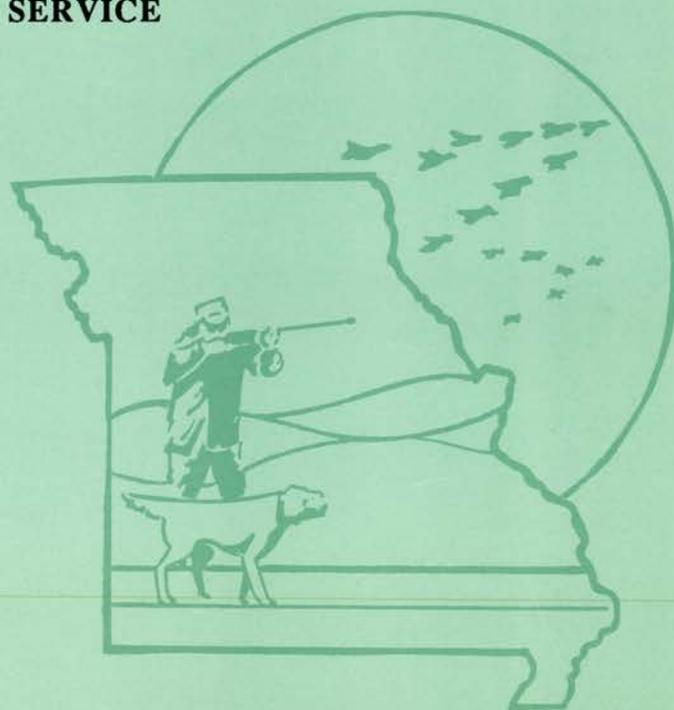


FEE HUNTING- EXTRA INCOME?

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and
EXTENSION SERVICE



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AN ALTERNATIVES FOR THE 80's PROJECT

FEE HUNTING - EXTRA INCOME?

In times of economic uncertainty, it makes good sense for Missouri farmers to consider alternative sources of income from their land. One such income source is fee hunting, or the leasing of hunting rights on private property.

Although popular in a number of other states, fee hunting is not a common practice in Missouri. In this booklet, we will present the latest information on the subject and try to offer a balanced view of this alternative enterprise for Missouri farms.

PART I: FEE HUNTING--AN OVERVIEW

What is Fee Hunting?

Fee hunting (also called lease hunting) occurs whenever a landowner allows a hunter access to his property for a specified time period, for the purpose of hunting, in exchange for money, goods or services. The agreement is often formalized with a written lease.

The simplest type of fee hunting arrangement is a basic access fee agreement with few or no services provided to the hunter. This is the arrangement we will focus on in this booklet. Although a fee hunting enterprise can be far more elaborate--including, for instance, cabins, meals and guides--we think that the basic access fee is the place to start for most farmers and landowners. It can provide a supplementary

source of farm income without large investments of time or money. Wildlife belongs to the state and cannot legally be sold. That is why landowners sell access only and must abide by all state game regulations.

Landowners who want to provide some hunter services for extra income will find suggestions on p. 14. For those interested in developing licensed shooting preserves, game farms, or other intensively managed commercial operations, information is available from the sources listed on p. 15.

The Growing Market for Hunting Leases

Hunting is tremendously popular in the U.S. Hunters make up 10% of the adult population, and each hunter spends an average of \$604 per year on the sport.(10)

Since about two-thirds of all hunters do not own hunting land (5), most pursue their sport either on public land or private land owned by someone else. Two fairly recent developments have led to a shortage of good hunting land in some areas of the country.

First has been the tremendous increase in recreational use of public land. In 1962, the Outdoor Recreational Resources Review Commission predicted that outdoor recreation demand would triple by the year 2000. In fact, it had tripled by 1983.(9) Much of the nation's public land is at present

overcrowded and undermaintained, with little relief in sight.

Second has been the closing of much private land to hunting. Two-thirds of the land in the United States is privately owned, and for most of the nation's history, hunters have relied on the goodwill of private landowners to provide their hunting spots. But with increasing trespass, vandalism and liability problems, many property owners have had a change of heart. Numerous studies have indicated that 25-50% of private rural lands in the U.S. have some type of hunting access restriction, and a national survey conducted by Future Farmers of America in 1981 indicated that at least 46% of private land is posted. Up to 80% of the private lands of some populous northern states is closed to recreational access.(12)

Probably the most telling evidence of a shortage of hunting land was a 1986 nationwide poll done by the National Shooting Sports Foundation. It showed that hunters rank "access to hunting land" the number one problem in the sport today.

Although the dearth of hunting land is a problem for hunters, it could be an opportunity for landowners. Lease hunting is on the rise in many areas of the country, and in fact has increased dramatically over the past 10 years in the southeast and mid-Atlantic states.(11) If trends continue, hunting land will become an increasingly valuable commodity, especially near urban areas or in locations where public land is scarce.

How much are hunters willing to pay for hunting privileges? Table 2 lists examples of fees currently paid in southern states. Of the \$604 per year spent by the average

hunter, only 9%--about \$54 per year--is spent on land leasing and ownership. That's far less than the \$296 per year each hunter spends on equipment, or the \$211 spent on food, lodging and transportation. It seems likely that, if necessary, hunters would pay more to acquire something as important as a good place to hunt.

Fee Hunting in Other States

Fee hunting tends to be most common in states with smaller proportions of public land. In 1980, most leases were located in the South or Plains states, where the percentage of private land is low--about 5% in each state. The fewest leases were in the West, where almost half of the region is public land.(3)

Private land has been leased for deer hunting in Texas since the 1930s, and fee hunting there has become a successful tradition. Texas landowners hold about 14,000 leasing licenses and take in between \$150 and \$200 million a year in hunting fees.(2)

Fee hunting is also popular in New Mexico, Louisiana, Mississippi, Florida, South Carolina, Maryland and New York, all of which have 40% or more of their private land leased for hunting.(11) In the southern states particularly, leasing of forest industry lands has been a common practice for many years and contributes significantly to the high percentage of leased private land.

Fee Hunting in Missouri

Several factors indicate a possible market for hunting leases in Missouri. An estimated 5% of Missouri's land area is in public ownership, making it a fairly "public-land-poor" state.(8) Close

to half (43%) of Missouri landowners post their land although three quarters of landowners allow same hunting.(6) Missouri also has a higher population of hunters than the national average (15% of the population compared to 10% nationwide).(10)

At present, however, there seems to be very little fee hunting in Missouri. Recent surveys have shown that less than 1% of all Missouri farmers charge for hunting access, and only about 1% of private land is leased for hunting. (6, 11) The traditional, open relationship between hunter and landowner is still prevalent in our state.

It remains to be seen whether this will change. A 1978 survey of Missouri deer hunters found that most were willing to pay for hunting rights if the landowner requested it and if the hunter had a good chance of shooting a deer on the property.(7) If pressures on Missouri's recreational lands increase, fee hunting may become a more common arrangement between hunter and landowner.

The Pros and Cons of Fee Hunting

Like any other business enterprise, fee hunting has its advantages and drawbacks.

The advantages of a fee hunting arrangement fall into three categories: income, protection/improvement of property, and the satisfaction of providing a valued service.

Income: While basic access fees are not likely to provide a major source of farm income, they can still be worth the effort. For example, annual fees for deer hunting vary greatly across the nation but are generally in the

\$2-\$10 per acre range.(11) A 200-acre tract could thus bring in between \$400 and \$2000 per year from deer hunting alone.

Protection/improvement of property: The hunting lease arrangement may help a landowner gain control over property that is frequently trespassed or vandalized. Hunters who have paid for hunting rights have a proprietary interest in the land and are usually willing to watch for uninvited hunters, timber thieves and other intruders. The landowner both protects his property and has the security of knowing exactly who is on the land during various hunting seasons.

As part of the lease agreement, the landowner can also arrange for the hunter to perform certain duties that will improve the property. These may include maintaining fences, buildings or equipment, helping with various construction projects, or carrying out conservation practices.

Personal satisfaction: Fee hunting is an option for landowners who do not want strangers on their property, but who also do not want to close their land to hunting. With lease arrangements, a landowner can get to know the hunters and have the satisfaction of providing a valued public service without a loss of security.

The drawbacks of fee hunting can also be grouped into three categories: costs, liability, and people problems.

Costs: Even a basic access arrangement may not be cost-free, especially in the beginning. Possible expenses include a lawyer's fee to draw up the lease, posting and fence repair, road repair, cleanup or barricading of hazardous areas, advertising, and

liability insurance. While adding hunter services may increase income, it will also increase expenses.

Liability: When hunters pay an access fee to hunt on private land, they become "invitees" in the eyes of the law. This means that the landowner has considerable legal responsibility for their safety (see Liability section on p. 10). Although very few lawsuits have been brought by hunters against the owners of leased land, the threat is always there--and all landowners should be aware of it.

People problems: Anyone who leases hunting land will have to deal with people, and occasionally with people problems. In addition to meeting with hunters to arrange leases and collect fees, a landowner may have to contend with hunters on the land at odd hours, frequent calling to ask only about prices, and occasional personality conflicts with hunters. (This isn't common; usually hunters who have paid a fee try to keep a good relationship with the landowner.)

Beyond the pros and cons for the individual landowner, it is also worth considering that fee hunting is a controversial subject among wildlife professionals.

Some people believe lease hunting will improve wildlife habitat, since landowners will be growing game as a crop and will pay more attention to its needs. They also believe it will open up more private land to hunting.

Others argue that lease hunting conflicts with the traditional American ideal of game ownership by the people. They believe that, if landowners charge for hunting access, large areas of land will be closed to those who can not afford the fees, such as the young

and average-income hunter. They also point out that lease hunting might encourage unhealthy "monoculture" of species such as deer and turkey.

It may be a long time before the actual effects of lease hunting on the wildlife resource and on the hunting sports are known.

PART II: THE BASIC FEE HUNTING OPERATION

This section outlines the important steps to be taken and decisions to be made when starting a lease hunting operation.

Again, the information here is directed toward Missouri landowners who are offering a basic access fee with few or no services.

Evaluating your property

Some pieces of property are obviously not suited for fee hunting. If your tract is inaccessible, has few game animals and is full of safety hazards, you may not be successful charging for access. But assume you own a tract that is fairly hazard-free, close to a road, and on which you often see game species. Although there is no accepted minimum size, common sense dictates that larger tracts may be more marketable.

In anticipation of leasing this property for fee hunting, you should find out:

- The wildlife production potential of your land. This includes the game species present, and how well the land is likely to support them in the future. Although you may have a fairly good idea (especially if you have hunted the land yourself), enlisting the help of a wildlife management specialist can be extremely helpful (see Wildlife Management, p. 13).
- The accessibility of the property. Roads or trails into a large acreage mean more opportunities for hunters, while difficult access may make the property less appealing. Another consideration is the distance of the property from population centers.

- How much public or open private land is nearby. Leasing land may be more difficult in areas with lots of free hunting. However, where public-use areas are crowded, hunters may be willing to pay.
- The exact location and condition of all hazards, including abandoned buildings and vehicles, vicious animals, cliffs and trash piles.

This information will let you see just how much you have to offer a hunter. It will also help you decide what kind of leasing arrangement you want and how much you can reasonably charge.

Why have a lease?

Why go to the trouble of writing up a lease? There are at least three excellent reasons.

First, developing a lease makes you think hard about just how you want to run your fee-hunting enterprise. It is, in effect, an exact description of what you want to receive (income, protection, development of your land) and what you are willing to exchange for it (hunting rights, trespass privileges, services).

Secondly, a written lease is by far the best way to avoid misunderstandings between landowner and hunter. If agreements are on paper, problems such as hunters shooting too close to animal pens or dwellings (possible off-limits areas) are less likely to occur. Discussing the lease with prospective clients also gives you a chance to evaluate their character and philosophy before making a commitment.

Thirdly, a written lease may offer some legal protection against liability. Although there have

been no cases to test this protection yet in Missouri, it is certain that, should you be sued, a clearly written lease is a far better defense than a word-of-mouth agreement.

Developing the lease

The basic elements of a hunting lease are listed in Table 1 (see Table 1), and some of these elements are explained in more detail below. **PLEASE NOTE THAT THESE ARE SUGGESTIONS ONLY, AND NOT LEGAL ADVICE.** Have an attorney draw up the lease for you.

Who you can lease to: Individuals (one or several), informal hunting groups, organized hunting clubs, corporations (for employee and customer use), outfitters/guides. You should request that one person be assigned to represent a group.

Species to be hunted: You can lease hunting rights to one, two or more species of game, and different rights can be leased to different parties. For instance, deer could be leased to one party, turkey to another, and quail to a third party after deer season. Hunters must obey Missouri state hunting regulations regarding each species.

Deer, turkey and squirrel hunting leases are the three most common leases in Missouri.(8)

How much to charge: Since there isn't much fee hunting in Missouri at present, the market value of a hunting lease is uncertain. One of the few Missouri surveys on leasing fees, done in 1978, found that 7% of Missouri deer hunters paid a fee to hunt which averaged \$25 for the 9-day season. This value has undoubtedly changed since then. On pages 8 and 9, you will find a list of example fees

from several southern states (see Table 2).

It's reasonable to assume that you can charge a higher fee if your land has high populations of game, is close to an urban area, or has some special features or services (waterfowl hunting with blinds, for instance). Fees for short-term leases are usually higher than those for seasonal or annual leases. If anyone in your area is successfully leasing hunting land, you can get a good idea of what the market will bear from their experience. Recent leasing fees from other states may also help you decide what to charge (see Table 2).

Payment in services: Rather than (or in addition to) monetary payment, you may choose to have the lessee perform certain duties or carry out conservation practices on your land.

The most common duty is probably protection of the land against trespass. In return for hunting privileges, you may ask that the lessee maintain posting, watch for signs of entry such as litter and damaged fences, and warn trespassers during the hunting season.

Conservation practices benefit both the landowner and the hunter. They improve the value of the land and the quality of hunting. Some of these practices include (1):

- planting food plots and cover strips
- tree planting, including fruit, nut and mast-producing species
- creating brushpiles
- rip-rapping eroded banks
- planting ground cover beneficial to wildlife on eroded areas
- building check dams across deep gullies
- reseeding seldom-used trails
- planting hedgerows

Table 1. Basic Contents of the Lease

Name of parties - lessee and lessor

What is leased - access and hunting rights, other rights

Description of tract - size, boundaries, off-limit areas, hazards, condition of property

Species to be hunted

Permitted hunting methods- guns, bows, dogs, traps, stands, etc.

Payment - amount or kind and due date

Length of lease - day, week, month, season or year

Guest privileges

Liability statements- indemnity clause, hold-harmless clause, safety rules

Conditions for subleasing, cancellation, renegotiation and renewal

Table 2. Examples of Lease Prices in Several Southern States (4)

<u>Location</u>	<u>Game Species</u>	<u>Fees</u>	<u>Date of Data</u>
Alabama	Deer, Turkey	Range \$0.40-8.00/A Average \$1.64/A	1985
		\$0.50-15.00/A \$75-150/day	1985
	Dove	\$150/day, including meals, lodging	1985
Florida	Deer, Turkey	Range \$0.25-7.25/A Average \$1.46/A	1985
	Deer, Wild Hogs	\$0.50-1.50/A	1985
	Quail	\$10-15/day	1985
Georgia	Deer, Turkey	Range \$0.25-5.00/A Average \$1.18/A	1985
	Deer, Small Game	\$2-10/A	1986
	Deer	\$90/day	1981
	Deer	\$0.50-5.00/A	1981
	Quail	\$100-410/day	1981, 1986
	Trout	\$45/day 4 trout limit	1986
Louisiana	Deer, Small Game	\$1.00-10.00/A	1981
	Ducks	\$150-5,000/section, marshland	1981
	Geese	\$7.50-10.00/A \$75-100/day	1981

Table 2. (Continued)

<u>Location</u>	<u>Game Species</u>	<u>Fees</u>	<u>Date of Data</u>
Maryland	Geese	\$7.50-10.00/A \$75-100/day	1981
North Carolina	Deer, Quail	\$1.25/A	1985
	Dove	\$5.00-10.00/day	1986
Tennessee	Deer, Turkey	Range \$0.35-2.00/A Average \$1.18/A	1985
	Deer, Turkey	\$1.00-5.00/A	1986
	Quail, Rabbits	\$1.00/A	1986
	Ducks	\$100-200/A, wetland	1986
	Dove	\$5.00-10.00/day	1981
Texas South & Central	Deer	\$2.00-4.00/A	1983
	Deer	\$4.00-8.00/A, incl . services, trophy, animals	1983
	Deer	\$300/2.5 days	1986
Edwards Plateau	Deer, incl. Doves, Turkey	\$3.00-4.00/A	1985
	Quail	\$5.00-6.00/A	1985
Virginia	Dove	\$5.00/day	1981

- prescribed burning
- building and placing nest boxes for wood ducks, etc.
- timber stand improvement
- overseed legumes in grass forage systems
- use warm-season and cool-season grass forage rotations
- do not overgraze
- leave an unmowed strip around hayfields
- do not graze woodlands
- leave some den trees when harvesting timber or firewood
- conservation tillage
- winter cover crops
- do not plow or clear natural woody or brushy draws
- delay mowing until after July 15 when possible
- plant evergreens in field corners
- leave some strips of crops near good cover

If you decide on non-monetary payment, be sure that the duties or practices are carefully described in the lease, and that you include the dates they are to be carried out, and who will pay for the materials.

Leasing period: The three standard lease lengths are short-term (day, weekend, week), seasonal (hunting season) or annual. The length you choose depends partly on the type of game (dove leases are usually on a daily, per-gun basis, for instance, and deer leases are seasonal or annual), and partly on what is most convenient or profitable in your situation.

Short-term leases give the landowner more control over the property, because policies can be changed or the land withdrawn from hunting on short notice. Also, higher fees can usually be charged for daily leases. On the other hand, short-term leases require extra attention--more contact with people, more advertising, and more bookkeeping--to keep the land leased during a hunting season,

and the total income for a season is not guaranteed.

Seasonal and annual leases tend to involve fewer hunters and less paperwork. A long-term relationship can develop with the same hunters, and protection of the land against trespass is usually better. These leases assure the landowner of a fixed, guaranteed income. On the negative side, seasonal and yearly leases limit the ability of the landowner to change policies, and the potential income is usually not as high.

A 1980 survey showed that nationwide the majority of hunting leases--69%--were annual, 22% were seasonal and 4% were daily.(3)

Liability: When landowners accept a fee (or any other benefit) for hunting on their property, they take on legal responsibility for the safety of the hunters. In the eyes of the law, the paying hunter becomes an "invitee". Missouri law states that landowners have a "duty of ordinary and reasonable care" to their invitees.

This means basically that landowners are liable for damages resulting from their acts of negligence that cause injury to the person or property of the invitee. Landowners may be considered negligent if they expose the invitee to (among other things) dangerous instruments or conditions, vicious domestic animals, or dangerous behavior on the part of other invitees.

To date no landowner liability suits involving fee hunting have come to trial in the U.S. and no state wildlife agency reports they are a problem. However, landowners should always take the threat of lawsuit (and the safety of their hunting clients) seriously.

Following are some steps landowners can take to protect themselves against liability claims. **THESE ARE ONLY SUGGESTIONS, AND DO NOT CONSTITUTE LEGAL ADVICE.**

- Have a well-written lease, including a liability waiver, indemnity clause and hold-harmless clause (*see below).
- You may wish to include in the lease a requirement that hunters check in and out.
- Examine the property for hazards and get rid of as many as possible.
- Show hunters around the farm and point out any hazards you have not been able to eliminate. Give hunters a written list or a map indicating the dangers.
- Don't let two groups hunt the same area at the same time.
- Get liability insurance. In 1988, Missouri farm insurance carriers are generally familiar with "hunting business" insurance coverage. Be sure you have coverage--in writing--before you lease.

Some landowners mistakenly believe that posting "Not Responsible for Accidents" signs will relieve them of liability. This just isn't true. While they may discourage some people from suing, they don't provide any legal protection.

Having the hunter's signature on a general release of liability is also of doubtful value. Hunters who pay a fee to enter property can not legally sign away their right to hold the landowner responsible for negligence.

A specific statement that may provide more protection for the landowner is an "agreement to participate" or "hold-harmless clause." Such a statement includes wording to the effect that the hunter understands the dangers, possible injuries, rules and regulations of the activity in

which he or she is about to engage. In this type of signed release, the landowner is freed from the liability for the specific activity, but not from negligence in general.

Agreements-to-participate are generally thought to have a better chance of holding up in court than a general release. However, nothing can keep you from being sued even though certain documents will help in your defense. Your best protection against liability claims is to keep both your property and your clients' behavior as safe as possible.

Note: Like many other states, Missouri has a "recreational user" statute that relieves the landowner of any duty of care when the property is used for recreational purposes and no fee or other benefit is received by the landowner. The purpose of this law is to encourage landowners to open their property for public recreation. This law does not apply to fee hunting. As soon as some benefit is received, the landowner has much more liability.

Cancellation of lease: Conditions under which the lease may be cancelled by the landowner should include: failure to make lease payments or perform duties, unsafe or unsportsmanlike conduct, property damage, failure to obey state hunting regulations, and encroachment on neighbors.

Additional Lease Provisions

Each hunting lease must strike a balance between security and flexibility, and between the desires of landowner and hunter. Following are some provisions you may or may not wish to include in your lease; there may be others not listed that better fit your needs.

Safety:

- No hunting under the influence of alcohol or drugs
- Sign-in/sign-out requirement
- Children under 16 accompanied by adults
- No shooting in the direction of buildings or across roads
- Hunters must wear blaze orange
- Hunter or education course required

Care of property:

- Rules on opening and closing gates, crossing fences, etc.
- Restrictions on fires, stoves, grills
- Restrictions on camping
- Rules on plinking, target shooting, sighting of rifles
- Restrictions on construction or use of structures (blinds, stands, cabins, etc.)
- Security deposit, payment for damages
- Where to park
- Trash removal
- Use of buildings, toilets, water supplies
- Use of vehicles off-road
- No nails in trees or tree cutting

Miscellaneous

- Subleasing, transferring (most landowners prefer not)
- Hunting hours
- Number limit on guests
- Members must accompany guests
- Hunters will obey state wildlife regulations
- Owner retains some hunting rights for family, friends
- Cattle grazing rights for owner
- Standards for in-kind work
- Hunters must record and report game harvested
- Hunters must purchase liability insurance
- Hunters will maintain posted signs
- Restrictions on fishing or trapping

Marketing

Marketing of hunting leases, like fee hunting itself, is a fairly

new and untested activity in Missouri.

An approach that has worked in other states is newspaper advertising. The ads should be placed at least 45 days before hunting season in newspapers with wide circulation, and run as often as you can afford. For starters, you can choose a target area--such as a nearby city--and place ads only in papers serving that area. The ad should include the following:

- location and description of property
- species to be hunted
- any other services offered
- fees
- a statement about the quality of hunting

Other marketing methods include bulletin board notices, distribution of brochures, signs on property ("To lease for hunting, call ... ") and word-of-mouth.

One form of marketing that seems to be catching on around the country is a hunting directory system. Although there are few directories in existence now, ads for these directories may be found in local newspapers, sporting magazines or farm supply bulletin boards. Some are connected with hunting clubs and some are individual enterprises.

If you wish to advertise in one of these directories there are several types of information you should obtain from the authors:

- do they operate out of other states, or just Missouri?
- how many landowners (from Missouri or other states) are presently enrolled?
- how many acres are presently enrolled?
- what is the charge to the landowner?
- what is the charge to the hunter?
- who negotiates the hunting arrangements, fees, etc.?

- how, when and where will the directory be marketed?
- how long has the directory been in service and how often is it updated?
- does the landowner keep the option to enroll in other directories?

Remember that added services such as bed and breakfast, guide service, hunting dogs, transportation, etc., may add to the marketability of your enterprise.

Wildlife Management

A lease hunting enterprise can benefit tremendously from wildlife management--in fact, it may not survive without it. Basically, wildlife management consists of providing cover, food and water for various game species, and monitoring their populations. Different game animals have different food and cover requirements, and a wildlife management specialist can help you plan for them.

When land is leased for hunting, wildlife habitat becomes another crop to raise, and it can succeed or fail just like corn or cattle. (Fortunately, wildlife habitat is much easier to raise than corn or cattle.) Several state agencies offer expert, free services to help you successfully manage your land for wildlife though they do not provide assistance for fee hunting. These include:

- 1) Missouri Department of Conservation (MDC) -- will come to your farm and provide one-on-one technical information about farming practices and wildlife habitat. They will help you develop wildlife habitat plans for your farm to make it more desirable to different species of wildlife. They also organize planting programs for landowners, and will provide some shrubs, trees and seeds at no charge to those

landowners interested in developing and implementing a habitat plan.

CONTACT: nearest MDC office and ask for the Wildlife Services Biologist.

- 2) Soil Conservation Service (SCS) -- will come to your farm and work with you on alternative farm plans that incorporate different soil conservation measures. They will help evaluate your land for different wildlife species and determine which conservation practices may be most beneficial for your farm.

CONTACT: nearest SCS office and ask for the Soil Conservationist or District Conservationist.

- 3) Agriculture Stabilization and Conservation Service (ASCS) -- will provide up to 75% of practice establishment on a cost-share basis for wildlife habitat improvement. This may include food plots and shallow water areas, but may be as broad as general farming practices, building ponds, planting trees, grass cover establishment, and timber stand improvement, which can all benefit wildlife. ASCS also provides 50% cost-sharing for establishment of permanent vegetation or trees for those enrolled in Conservation Reserve Program (CRP). CRP provides some specifications that deal entirely with wildlife habitat plantings. You must work through the ASCS office as well as SCS. Fee hunting is an allowable practice on CRP lands.

CONTACT: nearest ASCS office and ask about cost-share practices beneficial to wildlife.

HUNTER SERVICES

Some landowners may want to increase their profits by offering extra services to hunters. There are all kinds of possibilities here, some of which are listed below. Keep in mind that all of them require more work, and some a considerable investment of money.

Blinds, decoys, other equipment
 Campsites, cabins, trailer hookups, restrooms
 Cleaning and refrigeration of game
 Dog training, boarding, field trials
 Hunting guides
 Meals and lodging
 Special organized shoots (usually dove)
 Target shooting, trapshooting, sporting clays

SHOOTING PRESERVES OR LSAS

Shooting preserves are privately owned areas, licensed by the state, on which pen-reared game can be harvested under more liberal regulations (longer seasons and bigger bag limits) than apply in the wild. They may be commercial operations or not-for-profit. In Missouri, hunting preserves are called Licensed Shooting Areas (LSAs) and are registered with the Conservation Department. There are about 50 in the state, most of which are gamebird operations.

Establishing a hunting preserve is a major undertaking. It requires a good location near potential customers; a large investment for land, buildings and other facilities; additional capital to carry the operation through the first lean years; and much skill and hard work on the part of the owner. Although an established preserve may do a lot of business, it demands far more than casual commitment (see Information List, p. 15).

LEASES FOR OTHER ACTIVITIES

Leasing land for uses other than hunting is a promising possibility. The 1985 Fishing, Hunting and Wildlife-Related Activity survey showed that over half of all adult American actively participated in non-consumptive wildlife-related activities such as feeding, observing or photographing wildlife, (10) also, fishing. The idea of "rural recreation enterprises" has been around for a while, but is just beginning to come into practice.

birdwatching	hunting Indian artifacts
camping	jeeping & four-wheeling(ATVs)
cross-country skiing	mushroom hunting
firewood cutting	outdoor photography
garden plots	picnicking
hiking	pond fishing
horseback riding	rock hunting

INFORMATION LIST on SHOOTING PRESERVES

- (1) Kozicky, E.L. 1987. Hunting preserves for sport or profit.

Available from: Caesar Kleberg Wildlife Research
Institute
Campus Box 218
Texas A & I University
Kingsville, TX 78363

- (2) Geiger, G. 1986. Missouri Game Bird Directory

Available from: Animal Sciences Department
University of Missouri
Columbia, MO 65211

- (3) Captive wildlife statutes and regulations. 1986

Available from: Missouri Department of Conservation
P.O. Box 180
Jefferson City, MO 65102

- (4) Reynnells, R.D. and S.A. Vezey. Gamebird production and health. 1984. Bulletin Number 878.

Available from: Publications
Georgia Cooperative Extension Service
University of Georgia
Athens, GA 30601

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- (4) Marion, W.R. and C.A. Gates. 1988. **Hunting lease arrangements in Florida and the southeast**. Florida Cooperative Extension Service Circulation Number 793. 19 pp.
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- (9) Task Force on Recreation on Private Lands. 1986. **Recreation on private lands: issues and opportunities**. Dirksen Senate Office Building. Washington, D.C. 67 pp.
- (10) U.S. Fish and Wildlife Service. In Press. **1985 national survey of hunting, fishing, and wildlife-associated recreation**. U.S. Department of Interior, Washington, D.C.
- (11) Wiggers, E.P. and W.A. Rootes. 1987. "Lease hunting: views of the nation's wildlife agencies." **Transactions of the North American Wildlife and Natural Resources Conference**. 52: 525-529.
- (12) Wildlife Management Institute. 1984. **Improving access to private land: a path to wildlife**. Washington, D.C. 15 pp.

SAMPLE HUNTING LEASE ¹

This LEASE made and entered into this ___ day of ____, 19__, between____, hereinafter called the "LANDOWNER," and ____ (the person or group to whom hunting rights are being lease), hereinafter called the "Lessee."
WITNESSETH THAT:

1. LANDOWNER for and in consideration of the rents and covenants hereinafter referred to does hereby lease unto LESSEE for the purpose of hunting white-tailed deer the following premises: (describe the tract of land to be leased).
2. The term of the lease will be for the period of one year, beginning on ____, 19__, and ending on ____, 19__.
3. LESSEE shall pay unto LANDOWNER A RENT OF 4____ in cash, one-half of the total to be paid on or before ____, 19__, and the balance to be paid on or before ____, 19__.
4. LESSEE will abide by the State and Federal laws regarding the hunting of white-tailed deer and will report all animals killed to the LANDOWNER so that records may be accurately kept.
5. LANDOWNER reserves the right and privilege for a maximum of three persons from his family to hunt and fish on the lease property at any time.
6. LESSEE may permit guests to accompany him upon the leased property for the purpose of hunting white-tailed deer, but the number of guests the LESSEE may invite upon the lease property shall not at any time exceed two.
7. LESSEE will not cut, injure, or destroy any trees, crops, roads, fences, buildings, or other improvements located on the lease property, and LESSEE agrees to compensate LANDOWNER for all damages so caused as determined by LANDOWNER. Vehicular travel is limited to established roads now located on leased property.
8. LESSEE will not assign this lease or sublet the leased property or any part thereof without the written consent of LANDOWNER.
9. LESSEE agrees to save harmless LANDOWNER against any and all claims of loss, damages, liabilities, or other expense of any nature, character, and kind that may arise out of, be connected with, or as a result of LESSEE'S occupancy and activities on the lease property.
10. If LESSEE defaults in the performance of any of the conditions or covenants hereof, then such breach shall cause an immediate termination of this lease and a forfeiture to LANDOWNER of all rentals prepaid.

LANDOWNER

LESSEE

WITNESS

LESSEE

(Space should be provided for each lessee to sign.)

¹From a Florida Extension Publication.

MODEL LEASE AGREEMENT ¹

(Please note: the following agreement should not be copied from 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):

STIPULATION 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

¹From Kansas Telenet Program 10/23/87.

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. Others using the property with the permission of the club or organization will 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 campsites, clubhouse 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 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)

(Lessee)

(Date)

(Lessor)

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.

An Equal Opportunity Employer

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