



Lease Hunting Opportunities for Oklahoma Landowners

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Introduction

Hunting leases are becoming more common in Oklahoma every year. Lease hunting has occurred in Oklahoma as far back as the 1940s. Even with over 60 years of tradition, it has not become as commonplace in Oklahoma as in some other states. Even so, many Oklahoma landowners already profit from hunting leases and the demand for quality hunting leases continues to increase. Hunting leases provide significant income potential for rural landowners throughout the state. However, the extent to which a landowner reaps this potential depends on marketing skills, game abundance, current plant communities, land management practices, and the ability to integrate wildlife habitat management with agricultural production and other land uses.

What is a Hunting Lease?

A hunting lease is one form of recreational leasing. A recreational lease is an agreement between a person controlling access to property and an individual or group seeking the right to participate in recreational activity on a specific tract of property for a certain time and fee. Recreational leasing is similar to leasing other uses of property, such as grazing rights or housing in that it is simply a business agreement between a person who owns or controls something and another person who wants to use it. Recreational leasing includes more types of leases than just hunting leases, but hunting leases are one of the most common. Other types of recreational leases include camping areas that charge a fee, fee fishing areas, leases for outdoor parties, bird watching tours, dude ranches, wildlife parks charging a fee, etc.

A hunting lease agreement conveys the right to use land, facilities, or services for certain activities associated with hunting, but not the native wildlife. Native wildlife cannot be leased or sold by a landowner because it is publicly owned. In



Figure 1. Many forest and range landowners are exploring the opportunity for a lease-hunting operation. (Photo courtesy of Oklahoma Department of Wildlife Conservation.)

special situations, commercially raised game or exotic wildlife species can be marketed to hunters through hunting leases. This most often occurs on shooting preserves or exotic wildlife preserves. However, the vast majority of wildlife hunted on Oklahoma hunting leases are native. The relationship between ownership and control of wildlife is a paradox in the United States. The public owns the wildlife; but in most situations, private land managers control the land on which it lives. Private land managers control wildlife populations because they control the quantity and quality of wildlife habitat and regulate the harvest of wildlife on their properties.

The majority of the land in Oklahoma and the United States is privately owned. Private landowners provide or allow for the production of habitat that produces wildlife on their lands. These landowners possess the right to use their property and the associated wildlife habitat. The public cannot hunt or observe wildlife without also using the land. Recreational leases provide a system for the person producing wildlife to get paid and the person using it to pay for it. A benefit of hunting leases to landowners is that they often provide additional profitable enterprises on land already managed for livestock, crops, or timber. A certain amount of compromise is usually necessary in land management decisions to optimize income from both hunting leases and agricultural uses. When the proper compromise is found, the long-term overall net income is often greater than traditional agricultural uses alone.

Types of Hunting Leases

Every hunting lease is different. The particular arrangements depend upon the objectives of the landowner, the desires of the lessees, and the resources available. Each lease has different requirements regarding time, effort, and investment. Most hunting leases can be grouped into one of six categories:

Multiple-Year. Multiple-year leases are probably the least common type of hunting lease in Oklahoma, but they tend to be more common in some southeastern states. Lease terms extend across several years in multiple-year leases. Multiple-year leases often involve hunting clubs where the lessees place lodges and other structures on the lessors' properties. Multiple-year leases should be filed with County Clerks' offices, which makes the leases binding should the primary lessees die or if the landowners die or sell the land. Landowners should be cautious and carefully evaluate multiple-year hunting leases due to the difficulty in changing lease arrangements and the long-lasting ramifications of the leases.

Yearlong. The yearlong lease is a common lease in Oklahoma. They are popular with hunters as well as landowners, who wish to limit the time spent managing a lease. When properly designed, the yearlong lease can be managed with limited effort on the part of the landowner. Most yearlong leases convey exclusive rights to specified recreational activities on the land for an entire year or most of the year. Typically these leases include several recreational activities such as hunting, fishing, and camping. However, it is up to the landowner to decide which activities will be leased. If a landowner wishes to retain hunting privileges for self, family, or guests it is usually best to retain some unleased property for that use. Exceptions to this policy should be clearly stated in the written lease agreement.

Limited-Duration. The limited-duration lease may be for a particular hunting season, a few weeks, or a few days. A single limited-duration lease can be managed with limited effort. However, multiple leases will entail additional work for a landowner because he or she may have leases at different times each year, for different species, with different clients. One may also have several leases occurring in the same season but at different times. Most limited-duration leases convey exclusive rights to the specified recreational activities during the term of the agreement. Conflicts are likely to arise if multiple activities are occurring on the same property at the same time.

Day. Day leases, present more demands on the landowner's time than the previous three types of leases. For example, if deer stands are leased on a daily basis, the landowner must retain adequate control over the movement of hunters. This may require bringing each hunter to and from an identified stand individually. Management labor, advertisement, and liability risks increase with the number of individual leases made for a particular property. This type of lease has been used for deer, turkey, dove, quail, and waterfowl with some success throughout Oklahoma. Advertising costs may also increase since more individual hunters must be reached. However,

potential net income can be greater for day leases than for less intensively managed leases.

Guided Hunts. Guided hunts obviously increase the administrative requirements for a landowner. Some intensive hunting leases become the primary enterprises for a few landowners. Such leases may provide lodging, meals, guides, transportation during the hunt, blinds, dogs and dog handlers, guns and ammunition, game cleaning, butchering and packaging, cold storage, additional recreational facilities, refreshments after the hunt, pictures of the hunt, newsletters, and even guaranteed harvest. Extensive advertisement and access to excellent wildlife populations are generally necessary to be successful. Although guided hunts involve greater risks and expenses, they can provide more income potential than less intensive leases.

Preserves. Shooting preserves and exotic wildlife hunting preserves are the most intensive type of hunting leases. They include many aspects of day and guided hunts plus they involve stocking wildlife and sometimes raising wildlife. This type of operation can require intensive habitat management, wildlife population inventories, wildlife harvest management, and extensive advertising. However, the rewards for all this effort can be substantial in some circumstances when properly planned and managed.

Qualities of a Successful Hunting Lease

The primary reason sportsmen lease land is to obtain a higher quality recreational experience than they perceive can be obtained elsewhere. Even though most Oklahomans are within a one-hour drive of a state wildlife management area or federal land, many are willing to pay for access to private lands. Hunters look for a variety of qualities in a hunting lease including:

1. Less competition from other people pursuing similar or other types of recreation
2. Abundant wildlife
3. An atmosphere of feeling welcome
4. Safety (knowledge and control of persons hunting and their distribution)
5. Convenient or close to home

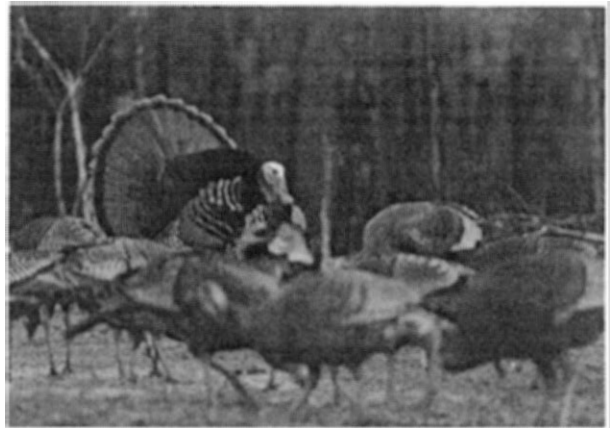


Figure 2. Deer, quail, turkey and waterfowl leases are becoming common in Oklahoma. (Photo by Terry Bidwell)

6. Trophy qualities of wildlife
7. Participation in or influence of wildlife management, especially harvest management
8. Convenient, comfortable, and dependable camping location or lodging facilities

These qualities represent most of the hunting lease advantages for lessees over public hunting areas. It is not necessary that a hunting lease have all of these characteristics to be successful. However, a lease tends to be more marketable and valuable when it has more of these qualities.

There is no specific size for a hunting lease. Hunting leases in Oklahoma can range from as small as 10 acres to as large as 40,000 acres. Waterfowl and dove hunting leases tend to be smaller, while quail hunting leases tend to be larger. Several hundred acres are generally necessary for deer, quail, or turkey hunting leases. From an ethical and conservation standpoint, a deer lease should be no smaller than the minimum area per hunter necessary that would satisfy the deer management goals for the property. If quality deer management is an objective, areas in excess of 2,000 acres and regulation of harvest are required. Successful trophy deer management requires very tightly controlled, conservative buck harvest and probably requires an area larger than 10,000 acres when not surrounded by a deer fence. Safety should also be considered when determining if sufficient land is available for a hunting lease.

Sometimes several landowners pool their land to form larger hunting leases. The landowner or hunting lease broker that initiated the lease association usually manages a cooperative lease. Such lease cooperatives can be complicated and may be difficult to manage, but they can allow landowners with small properties to manage wildlife populations and habitat conditions in a sustainable manner while obtaining income from the wildlife resources present on their land.

Oklahoma leases commonly include hunting for most wildlife species present, but typically emphasize hunting for white-tailed deer, bobwhite quail, or waterfowl. Although less common, some Oklahoma hunting leases emphasize hunting for mourning dove, turkey, elk, or exotics such as pheasant, feral hogs, wild sheep, feral goats, and various exotic deer species.

Although hunting leases are emphasized here, landowners should not overlook opportunities in a general recreational lease. Although deer hunting might be emphasized in a lease, other recreational activities such as fishing, camping, hiking, wildlife observation, or other activities may be included in a general recreational lease. A lease that offers more opportunities for a quality recreational experience is worth more. Excessive restrictions can detract from a recreational experience and usually decrease the value of a lease. Nevertheless, even in a general recreational lease, a landowner should regulate activities that could damage the property, create safety problems, hamper the overall management objectives, or harm wildlife populations.

Reducing Liability

Some landowners forgo income from a hunting lease because they do not wish to increase their liability risks.



Figure 3. Obtaining an inventory of wildlife populations will assist in lease management decisions. (Photo courtesy of the Oklahoma Department of Wildlife Conservation)

Oklahoma's recreational use statute, which may offer protection from liability for landowners when guests use their property without fees, does not apply to recreational leases. However, there are several steps that landowners can take to protect their assets:

- Carefully select lessees
- Carry appropriate liability insurance
- Use a carefully prepared written lease agreement
- Consider impacts of actions on others
- Inspect the property and either neutralize hazards or inform lessees about them
- Be honest about the qualities of a lease

The most important thing a landowner can do to reduce liability is to carefully screen and select good lessees. Landowners should take time to visit with potential lessees.

Both the landowner and the lessees should possess liability insurance. Some comprehensive personal liability policies in Oklahoma adequately cover liability risks for a landowner in many leasing situations. When it does not, a landowner usually can obtain adequate coverage by adding a business rider or endorsement to the existing home or farm policy. Some landowner and sportsmen groups offer liability insurance specifically for hunting leases. While some insurance companies are familiar with lease hunting, others are not, and it is a worthwhile investment of time to shop around for adequate and low cost coverage.

In addition to ensuring that lessees have adequate liability coverage, the landowner should also have them sign a proper written lease agreement with a liability waiver. Once the lease becomes effective, monitor the actions of the lessees while they are present on the property to ensure that they are acting in manner consistent with the lease agreement.

Landowners should inspect their property for hazards and either neutralize the hazards or inform users of potential risks. Some examples of hazardous situations include accumulated toxic wastes, pesticide hazards, abandoned wells, open mine shafts, sinkholes, quicksand, windthrown trees,

and known areas with concentrations of poisonous snakes and mean livestock. Lessees should be informed of hazards that are not repaired or removed. The lease agreement is a good place to list existing hazards and it should include a statement near their signatures stating that the lessees are aware of the hazards. A landowner is required to take all reasonable precautions to ensure the safety of the lessees.

Basic Management For Successful Hunting Leases

Setting Goals. As with any other land management alternative, the establishment of clear goals is critical to a successful hunting lease. The goals you establish for your hunting lease operation should be compatible with the goals of your overall land management system. These goals must also be realistic, based on the capabilities of the land base and the wildlife populations. Wildlife habitat management should not be separated from other agricultural land management practices on a property. If a landowner has wildlife goals for a property, then every land management decision should consider wildlife, as well as the other uses of the property. All land management practices affect wildlife populations. Some of the most significant impacts will result from decisions regarding brush control, planting of exotic grasses (e.g., Bermuda grass, Plains bluestem, tall fescue, etc.), tillage, choice of crops, timing and extent of crop harvest, timber species grown, timber management activities, timber harvesting, weed control, burning, haying, livestock species, stocking rate, grazing systems, roads, fencing, and fertilization. The effects of these practices can be positive or negative depending on the wildlife species, how the practices are implemented, acreage involved, timing, and location of the activity. Specific plant communities and management practices to benefit individual species can be found in the fact sheets listed at the end of this publication. However, diverse native plant communities provide better habitat for most native wildlife species than monocultures of introduced plants or invasive species. By integrating all farm enterprises, the landowner can create the best combination of production, which should provide the greatest economic returns.

Interviewing Potential Lessees. A lessor (person that controls access to a property) should always carefully interview potential lessees. This is one of the most important facets of development of a hunting lease. A lessor should try to determine if the lessees are honest, careful, trustworthy, and compatible with the lessor and their land management objectives. It is more important to have good people participating in a lease than to receive maximum income from a lease. Choosing the right lessees will help avoid many problems that can arise with hunting lease management.

Setting a Price. A question often asked by landowners is how much to charge for a lease. The landowner must find a price that will produce acceptable income yet remain acceptable to an adequate number of hunters. The actual price depends on a variety of factors, including but not limited to the size and location of the property, the type

and abundance of wildlife species, quality of hunting, reputation of operation, how many people are involved in the lease, the length of the lease, and the services and facilities provided by the landowner. Usually, better quality hunting experiences generate better income. This includes not only numbers of animals but also the trophy quality of the wildlife.

Gross income from hunting leases in Oklahoma ranges from 25 cents per acre to \$250 per acre. Regarding native wildlife, only waterfowl hunting leases typically exceeded \$15 per acre, which tends to reflect the value of wetlands and croplands. With stocked wildlife, preserves often gross more than \$15 per acre. Leases with the poorest quality wildlife habitat tend to make the least amount of money, while the best quality habitat tends to generate the highest income. Waterfowl leases tend to produce the highest income per acre followed by elk leases and then deer and quail leases. However, waterfowl leases tend to include only a portion of a property, such as a specific crop field, marsh, or ponds, whereas deer, quail, and elk leases more commonly include most if not all of a property. As of 2002, deer leases in



Figure 4. Investments in wildlife habitat can improve wildlife populations and increase potential profits. (Photo by Steven Anderson)

Oklahoma were most commonly priced at \$ 1.50 to \$4.50 per acre, with a range of \$0.25 to \$13.30 per acre. Some leases, especially day leases, price their hunts on a per gun (or per person) basis. This is common with species such as turkey, dove, and many exotics. Prices vary widely in this type of lease ranging from \$25-\$100 per gun-day for dove to \$2,500+ per gun-day for elk. Properties closer (within 60 miles) to major cities tend to bring higher prices.

Payment for a hunting lease is not always money. In some cases, leases are bartered for services or other goods. For example, a surveyor agrees to survey the property, an electrical contractor performs electrical work at the ranch, or an automobile dealer provides the use of a new vehicle. The best price and payment method will be the one that satisfies both parties.

Table 1. Oklahoma hunting lease prices for common game species.

| Species | Common Gross Income Range \$/Acre | Overall Gross Income Range \$/Acre | Common Range \$/Gun-Day <i>(Sometimes includes extra services)</i> | Maximum \$/Gun-Day ^{ab} <i>(Always includes extra services)</i> |
|-----------|-----------------------------------|------------------------------------|---|---|
| Deer | \$1.50-\$4.50 | \$0.25-\$13.30 | \$25.00-\$500.00 | \$2,000.00 |
| Quail | \$1.00-\$4.00 | \$0.25-\$7.50 | \$100.00-\$275.00 | \$380.00 |
| Turkey | \$0.50-\$1.00 | \$0.25-\$2.00 | \$100.00-\$250.00 | \$500.00 |
| Waterfowl | \$25.00-\$100.00 | \$5.00-\$250.00 | \$25.00-\$250.00 | \$380.00 |
| Dove | \$1.00-\$3.00 | \$0.50-\$10.00 | \$25-\$100 | \$250.00 |

^a The authors are not familiar with every lease in Oklahoma so some extreme values may not be included.

^b The maximum dollars per gun-day generally represent the per day gross income from 2- to 3-day package hunts that usually include guides, lodging, meals, hunting transportation, and other services. Thus most of the hunts in this column are not marketed as day hunts.

Developing a Written Lease Agreement. Good business practice indicates all types of leases should have a written agreement signed by both the lessors and the lessees. A recreational lease is no exception. A written lease agreement delineates the rules of the lease and helps protect the interests of both parties. A well-written lease agreement helps avoid misunderstandings. As with any legally binding contract, you should seek legal counsel to ensure that your interests are met and your liability is understood before entering into an agreement. There are many sample contracts available for hunting leases. But you should remember that no two hunting leases are identical and therefore no two lease contracts will be either. You should tailor the lease agreement to meet your needs and objectives. Whether you use an existing contract or develop your own, there are a few items that every lease should contain.

Every written lease hunting agreement should include the following items as a minimum:

1. Description of the recreational rights, services, and facilities being leased
2. Names of all parties involved
3. Description of the property being leased – best if it includes acreage, legal description and map
4. Terms of payment, including date(s) due

5. Duration of the lease, including the beginning and ending dates
6. Definition of who has recreational rights
7. Any special rules, restrictions, or responsibilities pertaining to either party
8. Termination clause should lessees violate terms of agreement
9. A liability waiver or hold harmless clause and a statement of the lessee's responsibility for property damages
10. Signatures of all parties involved and addresses of the major parties involved

Some written hunting lease agreements are filed with the county clerk in the county where the property is located. A notarized lease agreement signed by both parties, and filed with the county clerk is binding on the property owner, even if the property is sold to a new owner during the term of the lease. Lease hunting agreements for longer than one year should be filed in this manner. Any special concerns of the landowner or hunters should be addressed in the lease. These may include references to abiding by all state and federal hunting regulations, hunter personal liability insurance, shooting or trespassing across boundaries of the lease, driving off maintained roads, location of hunting blinds, collection of harvest data, wildlife harvest limits, use of alcoholic beverages, littering, subleasing recreational rights, guest privileges, pet restrictions, camping location, responsibility to pay for damages, and ownership of any structures or equipment left on the property at the end of the lease. Some of these are addressed in the sample lease presented in Table 2 (See page 10). The sample lease agreement is provided only as an example and not intended to replace thoughtful consideration of the concerns of both the landowner and hunter(s) for a specific lease arrangement. It is suggested that legal counsel review any written lease agreement.

Monitoring Wildlife Populations. Information about the wildlife populations and wildlife habitat on a property help guide subsequent decisions about lease management and habitat management that may be necessary. Knowledge of wildlife populations helps a landowner decide how many hunters a lease can support without harming the wildlife populations.



Figure 5. Simple advertising can be an effective marketing tool to reach potential customers. A successful recreational experience; however, is the best advertising. (Photo by Todd Johnson)

Maintenance of accurate wildlife harvest records is an important aspect of successful hunting lease management. At a minimum, the number of harvested animals should be recorded. For big game, additional useful records include sex, age-class, dressed weight, antler measurements, and good photographs of the male animals. Accurate records are necessary to detect changes in populations, measure progress towards management goals, evaluate the success of management activities, and predict future needs. Harvest records help evaluate the potential value of a lease and provide a means of determining how many hunters a property can support. Good records and photographs provide useful information when advertising a hunting lease.

The hunting lease agreement should require lessees to maintain records of harvest. Lessees are usually cooperative when it is a requirement in the lease agreement and it is explained to them that it helps maintain or improve their hunting experience. Useful information includes hunter's names, dates of hunts, hours hunted for each species, and locations of harvests.

If existing or anticipated harvest rates cause undesirable population trends, it is prudent to establish harvest limits. A harvest limit represents the maximum number of a species that can be taken from an area in a certain time. Hunting can alter deer sex ratios, buck age structure, trophy quality of a deer herd, turkey distribution, etc. Small game harvest limits are generally unnecessary except for areas with heavy hunting pressure or for the purpose of spreading the harvest across a season among more hunters. Harvest limits often change from year to year as wildlife populations and habitat conditions change, so provisions for annual changes in harvest limits should be made in the lease agreement.

Some landowners prefer to limit the time and effort they invest into wildlife management or managing the lease. However, opportunities to increase income are not realized by many landowners who could increase the amount or quality of their wildlife populations. Alternatively, some landowners have chosen to manage hunting leases full-time because of the enjoyment and financial rewards. Landowners interested in leasing hunting rights for deer should consider participating in the Oklahoma Department of Wildlife Conservation Deer Management Assistance Program (DMAP). Landowners that enroll in this program can receive valuable technical assistance on deer population and habitat management. In addition, DMAP properties typically have expanded doe harvest opportunities, which might increase lease value for property owners.

Habitat requirements for various species can be found in several OSU Extension Fact Sheets. A listing of these is included at the end of this publication. In addition there are a variety of books and periodicals that can provide valuable information to the hunting lease manager. However none of this information can replace the experience of a qualified wildlife biologist. An onsite visit by a competent consultant is useful to customize the land management program to suit your management objectives.

Determining Number of Hunters. The first step to determine the number of hunters that your operation can accommodate is to determine the wildlife management goals and estimated wildlife abundance. The wildlife carrying capacity of an area depends on soil productivity, existing plant communities, rainfall, and current land management practices. In order to determine the number of hunters a sustainable lease can accommodate, one must estimate the current and desired population density, sex ratio, and reproductive rate. The following example demonstrates how to calculate the minimum area appropriate for each hunter in a hypothetical deer lease:

Hypothetical deer population parameters for the example (estimated with September spotlight surveys)

| | |
|-----------------------------|---|
| Total Lease area = | 640 acres |
| September deer density = | 1 deer per 20 acres |
| September adult sex ratio = | 1 buck per 2 doe |
| September fawn crop = | 0.75 fawn per doe = 1.5 fawns per buck = 2 does per buck x 0.75 fawns per doe |

Hypothetical deer management harvest goal: A quality deer management goal of harvesting no more than 33% of the bucks

Hypothetical buck harvest success: 60% of the buck hunters harvest a buck.

Hypothetical buck harvest restriction: Each hunter may harvest no more than 1 buck per year.

Calculations

- The number of deer per buck**
1 buck + 2 doe per buck + 1.5 fawns per buck = 4.5 deer per buck
- Acreage per buck in population**
4.5 deer per buck x 20 acres per deer = 90 acres per buck
- Acreage per harvested buck**
90 acres per buck / 0.33 buck harvest rate = 270 acres per harvested buck
- Minimum acreage per hunter**
270 acres per harvested buck x 0.60 harvested buck per hunter = 162 acres per buck hunter.
- Maximum number of buck hunters for total lease**
total lease area/acres per buck hunter = 640/162 = 3.95 or 4 buck hunters

Fewer buck hunters would be desirable because the goal in this example is to harvest **no more** than 33% of the bucks, so less harvest is acceptable, or even preferred in this case especially considering natural mortality is not factored in and actual buck harvest rates are almost always higher than predicted when hunters on neighboring properties harvest some of the passed bucks.

This example illustrates the importance of population estimates for sustainable wildlife management. Of course the population parameters on individual areas will vary greatly. A properly designed population survey will be necessary to estimate the population parameters for a particular parcel of land. Similar calculations can be made for other wildlife species.

Advertising the Lease. Once a lease is ready to market, advertising can be a critical component of the production process. The modes of advertising selected should depend on the type of lease offered and the location of the property. Many times, advertising may be accomplished simply by word of mouth and a lease arranged with local hunters. Other times more sophisticated advertising is needed to reach the target clientele. Many Oklahoma leases have been successfully marketed through advertisements in newspapers of local and nearby larger cities. The most important advertisement for the continual success of any hunting lease business is a satisfied customer. If hunters feel they received a quality hunt for a fair price then they or someone else will be back the following season.

There are several Internet sites dedicated to connecting potential lessors with potential lessees. Some of these services charge a small fee for their services, but others are free. A quick search of the Internet will reveal many of these services.

According to a hunting lease survey performed by the Noble Foundation during 1982-1983, 87 percent of the leases in Oklahoma were leased by groups of hunters, where several individuals contributed to the fee. Only four percent were completely financed by a single individual and nine percent were leased to businesses or individuals that used the leases to entertain clients. Although the details may have changed somewhat during recent years, high priced leases and corporate leases still represent a small portion of the market.

Landowners who target the more affluent and/or out-of-state hunters should establish Internet web sites, develop brochures, participate in sport trade shows, and possibly make select advertisements in regional or national magazines or newsletters. Most landowners with the more involved leases develop brochures and flyers and many are moving toward increased use of videotapes and the Internet, as well as additional effort and investment to identify potential clientele. When targeting the more affluent and the out-of-state hunter, atmosphere and facilities are often highlighted.

Costs and Returns

Since the range of investments and returns in different lease hunting operations can vary drastically, a typical example does not exist. However, most hunting leases in Oklahoma are relatively simple. On property with pre-existing huntable populations of wildlife, properly managed simple leases generally require very little investment. The initial cost of establishing a hunting lease typically includes time to analyze historical harvest information, time to draft a lease agreement, a small legal fee to review the lease agreement, additional premiums for hunting lease liability insurance endorsement, time or expense to advertise the lease, time to interview lessees, and time to occasionally visit with hunters to facilitate communication and check for compliance with lease rules. If a lease is renewed with the same lessees, most these costs are avoided, except time to analyze new harvest information, expense for insurance premium, and time to visit with the hunters.

In general, multiple-year, yearlong, and season leases require less operational manpower, administration time, and money from the landowner than day hunts, guided hunts, or preserves. With the exception of day leases most lease arrangements are usually made well in advance of the hunting season and many times involve the same lessees year after year. Day, guided hunts, preserves, and multiple limited-duration leases require additional management time but allow more people to hunt a property. This potentially increases income through increased volume and selling extra services. Also, it can sometimes allow for more efficient harvest of wildlife populations.

In the future, more lease hunting enterprises will have to recognize the costs and compromises necessary to maintain or develop wildlife habitat. Many properties will not support significant native wildlife populations without restoration of native plant communities such as prairie, shrublands, forests, and wetlands. This restoration will necessitate a reduction in the production of other agricultural commodities. As hunting opportunities become scarce and hunting leases continue to increase in value, investments in wildlife habitat will become more widely recognized as necessary and profitable.

Advantages and Disadvantages

Advantages. Many landowners lease hunting rights to increase income. Hunting leases are one of the easiest methods for most landowners to obtain economic benefits from wildlife and wildlife habitat. In many cases, maintaining wildlife populations can also improve land values.

Some landowners with significant trespass problems develop hunting leases to gain more control over their land. To such landowners, the income may not be as important as receiving help in controlling trespass problems. The increased activity and presence by the lessees helps reduce vandalism, theft, and poaching problems related to trespassing. It can also provide an opportunity to exclude friends or family who have "worn out" their welcome.

From a wildlife management standpoint, hunting leases help conserve wildlife habitat and help wildlife receive more consideration in land management decisions. Wildlife cannot exist without proper habitat. Leasing provides a just system for the person producing wildlife to get paid and the person using the wildlife to pay for it.

From a hunter's perspective, a hunting lease provides a secure place to recreate. Leasing allows a hunter or landowner to have more control over the safety of a hunt through better control of hunter access and distribution. Leasing also allows a hunter or landowner to better manage wildlife populations through increased control of wildlife harvest relative to hunting situations with less restricted access. Over the long term, leasing may provide more hunting opportunities than would exist without it because leasing can help to conserve wildlife habitat.

Disadvantages. Some hunters, wildlife enthusiasts, and landowners dislike the concept of hunting leases because

leasing helps increase the cost of hunting. Many people believe hunting should be free in the United States.

Leasing increases a landowner's liability risks compared to liability exposure when people hunt for free or are not allowed to hunt. Landowners should compensate for this increased liability through the management discussed in the earlier section, "Reducing Liability."

Some landowners do not like dealing with people, a necessity in hunting leases. To successfully deal with people and hunting leases, some landowners will need to work to improve their communication and social skills. If a farm or ranch family and employees were the only people present on a property prior to lease hunting, additional people brought in can be inconvenient.

Landowners have to sacrifice some if not most of their hunting opportunities when they lease their land. In addition, other landowner's recreational uses of the land may need to be restricted if they impede the lessees ability to pursue the leased activities. A thorough and well-designed lease agreement helps landowners maintain control of the situation.

Additional Information

A videotape titled *Management for a Hunting Lease Operation* is available for Oklahoma landowners who want to consider a hunting lease operation. It is a 1½ hour tape of interviews with existing landowners who operate hunting leases. The videotape can be borrowed free of charge or purchased through your local County Extension Center. When ordering request videotape number TC 54.

The OSU Extension Forestry and Wildlife Website includes an area specifically for advertising recreational leases as well as people looking for leases. Landowners may list their lands for free on this site. In addition there are links to sample lease contracts and a variety of land and wildlife management publications.

Several organizations in Oklahoma can provide technical assistance to landowners who want additional information on starting a lease hunting operation and managing wildlife populations and their habitat. These include:

Samuel Roberts Noble Foundation

2510 Sam Noble Parkway
P.O. Box 2180
Ardmore, OK 73402
(580) 223-5810
Website: www.noble.org

Oklahoma Cooperative Extension Service

Extension Forestry, Wildlife and Aquaculture Program
008 Agriculture Hall
Stillwater, OK 74078
(405) 744-6432
Website: agweb.okstate.edu/fwa

Rangeland Ecology and Management Program

368 Agriculture Hall
Stillwater, OK 74078
(405) 744-6421

Oklahoma Department of Wildlife Conservation

1801 North Lincoln Blvd.
P.O. Box 53465
Oklahoma City, OK 73152
(405) 521-2739
Website: www.wildlifedepartment.com

Oklahoma Department of Agriculture-Forestry Services

2800 North Lincoln Blvd.
Oklahoma City, OK 73105
(405) 521-3864
Website: www.state.ok.us/~okag/frt.htm

Conclusion

Hunting leases can benefit landowners, sportsmen, and wildlife. Leasing conserves wildlife on private land by encouraging landowners to maintain and restore wildlife habitat. When property owners see wildlife as an asset that can be a source of income and pleasure, they manage for it.

In the future, hunting leases probably will become the primary enterprises for only a few landowners. However, many landowners with proper land management can integrate hunting lease enterprises into their farms and ranches to improve the diversity, flexibility, and net income of the operations.

Managers of hunting leases should have defined goals, provide adequate hunting opportunities, carefully interview potential lessees, charge a reasonable price, use a written lease agreement, monitor wildlife populations and habitat, and manage wildlife harvest.

No special format for a hunting lease exists. Expenses and incomes are variable. A hunting lease must be customized to fit each individual situation. Landowners need to evaluate the benefits and challenges to determine whether a hunting lease is right for their operation. Several agencies and organizations in Oklahoma have personnel that provide technical assistance regarding hunting leases.

It is not necessarily easy to properly manage a hunting lease. In fact, this enterprise requires work by a manager to solve new challenges. But then it is not easy to properly manage grazing, farming, or timber. Proper grazing, farming, or timber management require planning and labor. The same will be true for proper management of any land use including hunting leases.

The following Extension Publications may also be of interest to you:

- L-230 - Oklahoma's Partners for Wildlife: Private Lands Habitat Improvement
- L-267 - Forest Stewardship Wildlife Management Notes #1: White-Tailed Deer
- L-268 - Forest Stewardship Wildlife Management Notes #2: Bobwhite Quail
- L-269 - Forest Stewardship Wildlife Management Notes #3: Wild Turkeys
- L-270 - Forest Stewardship Wildlife Management Notes #4:

- Snags, Cavity Trees, and Downed Logs
- L-271 - Forest Stewardship Wildlife Management Notes #5:
Gray and Fox Squirrels
 - L-272 - Forest Stewardship Wildlife Management Notes #6:
Cottontail Rabbits
 - L-273 - Forest Stewardship Wildlife Management Notes #7:
Wood Ducks
 - L-274 - Forest Stewardship Wildlife Management Notes #8:
Songbirds
 - L-275 - Forest Stewardship Wildlife Management Notes #9:
Mourning Doves
 - L-276 - Forest Stewardship Wildlife Management Notes #10:
Edge and Other Wildlife Concepts
 - E-904 - Habitat Appraisal Guide for Bobwhite Quail
 - E-927 - Using Prescribed Fire in Oklahoma
 - F-5006 - Reducing Mortality of Grassland Wildlife During
Haying and Wheat Harvesting Operations
 - F-9008 - Management of the Wild Turkey in Oklahoma
 - F-9009 - Ecology & Management of Deer in Oklahoma

The following Noble Foundation publications may be helpful too:

- NF Ag News and Views (monthly newsletter)
- NF-GE-00-08 The Noble Foundation Plant Image Gallery
(fact sheet)
- NF-WF-93-01 Proceedings of the Symposium on Pond Management in Oklahoma (book)
- NF-WF-94-01 White-Tailed Deer: Their Foods and Management in the Cross Timbers (book)
- NF-WF-96-01 The Feral Hog in Oklahoma (bulletin)
- NF-WF-99-00 Spotlight and Daylight Survey of Deer: Collecting and Interpreting Data (bulletin)
- NF-WL-01-01 Walnut Bayou Deer Management Association Five Year Report 1996-2000 (bulletin)

Some of the content in this fact sheet is derived from Noble Foundation publication NF-WF-99-19.

Table 2. Sample Lease Agreement.
Lease Agreement

1. **DATE:** As of **today's date** irrespective of the various dates of execution by the signatory parties hereto.

2. **PARTIES:**

A. **Lessor name** ("Lessor")

Lessor Address

Lessor City, State Zip Code

B. The remaining signatory parties hereto (collectively, or individually, as applicable, the "Lessee"). When giving notice under this Agreement, the Lessor is authorized to forward any and all notices to _____ at the following address: _____.

3. **LEASE PURPOSE/PROPERTY:** Subject to the terms, condition, rules, and regulations herein set forth, the Lessor leases to Lessee for recreational purposes, including hunting, fishing in ponds, and access to **any special features or amenities**, an approximately **size of lease** acre portion ("Property") of the **lessor's property name** (the "Ranch"), wherein the Property is generally described as follows:

Give an exact legal description of the property being leased as well as a legal description of congruent properties excluded from the lease (see attached map **provided by the landowner**).

4. **TERM:** The term of this Agreement is **number** () **specify years, months, weeks, or days** commencing at 12:01 a.m. on **beginning date**, and terminating at 11:59 p.m. on **ending date**.

5. **LEASE PAYMENTS:** In consideration for this Agreement, Lessee has paid **amount of the lease price or terms of payment** (\$) to the Lessor, the receipt of which is hereby acknowledged by the Lessor. _____

6. **RULES AND REGULATIONS:** Enjoyment by Lessee of the privileges authorized hereby shall at all times be subject to Lessee's compliance with the rules and regulations hereinafter set forth in this paragraph and/or posted at the Ranch. Any violation of same will subject this Agreement to immediate cancellation by the Lessor. Should the Lessor terminate the rights of a Lessee under this Agreement, whether in whole or in part, due to a violation of the terms and conditions of this Agreement, any payment made by such Lessee to the Lessor shall be forfeited. The rules and regulations are as follows:

A. Lessee is required to fill in the proper information on the registration form at the beginning and end of each trip to the Ranch. Complete harvest information will be accurately written on the registration form at the end of each trip to the Ranch. The Lessor will supply the registration forms and collect the completed forms.

B. Lessee should attempt to notify the Lessor, **lessors name and phone number** prior to each trip to the Ranch to minimize conflicts between recreation and ranch activities.

C. Each Lessee and his guest(s) must abide by all state and federal laws and regulations, including, without limitation, those concerning legal wildlife species, hunting seasons, bag limits, and legal methods of harvest. Everyone connected with this Agreement should cooperate with law enforcement and state wildlife department personnel.

D. White-tailed deer, turkey, and largemouth bass have lease-harvest limits more restrictive than state law.

(1) Deer harvest limits for this Agreement will be established by the Lessor during September or October each year based upon deer population parameters, deer population trends, deer harvest trends, and Lessor goals for the deer. Deer harvest limits represent the maximum numbers of male deer and female deer that may be harvested per this Agreement. Based upon deer population trends and the historical record of deer harvests on the Ranch, deer harvest limits for this Agreement will be at least one (1) male deer and one (1) female deer, but possibly no more than, **number** () male deer and **number** () female deer. Adequate harvest of female deer is often difficult to obtain. The following three rules help maintain a more balanced deer harvest:

(i) A hunter may harvest no more than one (1) antlered buck per year.

(ii) A hunter shall harvest one or more doe each fall before harvesting an antlered buck, except when the hunter pays a professional taxidermist at least \$250 to mount the antlers in a shoulder or body mount.

(iii) Each year a person hunts male deer with a bow, gun, or muzzle-loader, the person must also hunt female deer with a bow, gun, or muzzle-loader, subject however to the one exception that a person should not hunt female deer after the female deer harvest limit is filled.

(2) A turkey harvest limit for this Agreement will be established by the Lessor during late March or early April each year based upon turkey population parameters, turkey population trends, turkey harvest trends, and Lessor goals for the turkey. The turkey harvest limit represents the maximum number of turkey that can be harvested per this Agreement. Based upon turkey population trends and historical record of turkey harvests on the Ranch, the turkey harvest limit will be at least one (1), but possibly no more than, **number** () turkey. Turkey hunting will be restricted to spring only. Legal shooting hours shall be from daylight until two hours before official sunset. If the turkey harvest limit is less than **number** (), each Lessee shall be limited to no more than one (1) turkey each.

(3) Largemouth bass populations and management goals vary among ponds. Signs regulating harvest are erected at some ponds to communicate special harvest restrictions of individual ponds. All persons fishing on the Property shall adhere to the regulations posted on signs at the ponds. Largemouth bass caught in a pond from a protected size class must be treated as carefully as possible and returned to the pond where it was caught. Fisherman may catch and release unharmed an unlimited number of largemouth bass. In ponds where largemouth bass harvest is allowed, a person may keep as many bass from unprotected sizes as Oklahoma fishing regulations allow except no more than one (1) largemouth bass longer than fifteen (15) inches may be harvested each day.

- E. On the day of harvest, all white-tailed deer and turkey shall be checked in at the Ranch check station.
- F. Feral hog is considered a nuisance animal and generally destructive to ranching and wildlife operations. Therefore, the Lessor reserves the right to use any legal means necessary to control feral hog populations at any time.
- G. Absolutely no shooting, fishing, or trespassing across the boundaries of the Property is permitted. If wounded game leaves the Property, a Lessee should contact a person responsible for the property where the animal moved to before pursuing it.
- H. No hunting blinds may be positioned closer than one hundred (100) yards to the Property boundaries.
- I. No hunting is allowed within one hundred (100) yards of the houses on the Ranch.
- J. Firearms shall not be used while a hunter is drinking alcoholic beverages or under the influence of alcohol or other intoxicating substances. Firearms will be used in a safe and prudent manner.
- K. Pole and line is the only fishing method allowed in the ponds on the Property. Trotlines, throwlines, limblines, juglines, and yo-yos are not allowed in ponds. Recreational use of nets and traps is allowed in the ponds only for the capture of nongame species as defined by the Oklahoma Department of Wildlife Conservation.
- L. No fish, including bait, shall be released into a pond unless it is caught in that pond.
- M. No littering is allowed. All trash must be immediately removed.
- N. Lessee is responsible for and will pay for all damages caused by any Lessee or any guest.
- O. Motorized vehicles shall not be driven off the roads indicated on the attached map except to retrieve harvested big game, move hunting stands, or provide help in an emergency situation. All gates shall be left in the condition found, i.e., if closed leave closed, if open leave open.
- P. All fires, trespassers, or poachers encountered must be reported to the Lessor in a timely manner.
- Q. This Agreement may not be assigned by the Lessee, either in whole or in part, without first obtaining the prior written approval of the Lessor.
- R. Anything (including buildings, blinds, feeders, construction materials, vehicles, etc.) left on the property after thirty (30) days following the expiration or cancellation of this non-renewed Agreement becomes the property of the Lessor. If the Lessor incurs any expense to remove such items from the property, the expenses will be billed to and paid by the Lessee.
- S. A Lessee may bring a guest(s) onto the Ranch; however, the Lessee must be present when his guest(s) is on the Ranch. No more than **number** () people, total, may hunt on the Property at one time.
- T. Each Lessee agrees to (i) indemnify and hold the Lessor harmless for any and all accidents, injuries, damages, losses or expenses which may occur on the Ranch as a result of natural conditions, the negligence or willful acts of such Lessee and/or guests of such Lessee, and (ii) reimburse to the Lessor all costs and expenses incurred by the Lessor, including reasonable attorney fees, in enforcing the terms and provisions of this Agreement or pursuing any remedy hereunder or authorized by law. Therefore, each Lessee and his guest(s) agree not to hold the Lessor liable for any and all accidents,

injuries, damages, losses, or expenses which might occur. It is understood that the Lessee and their guest(s) accept the land in an "AS IS" condition and further the Lessee and their guest(s) understand that hunting, fishing, and other recreational activities can be dangerous activities and that there may be hidden hazards such as cliffs, holes, fence wire, livestock, snakes, ponds, streams, harmful plants, unauthorized careless persons on the Ranch, or other risks that may injure a person or property or cause death and each Lessee and his guest(s) assume all these risks at their own responsibilities.

7. **RIGHT OF FIRST REFUSAL:** If the Lessor determines to lease recreational privileges on the Property during the ***dates for the next lease*** term, and if the performance of Lessee under this Agreement has been satisfactory to the Lessor, then the Lessor will notify Lessee of the first option to accept or reject a new lease at the highest bid offered, if any, or if no bid is undertaken, another price determined in the Lessor's sole discretion.
8. **OBLIGATION/BINDING EFFECT:** The duties and obligations of Lessee under this Agreement are joint and several. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.
9. **COUNTERPART EXECUTION:** The parties agree that this Agreement may be executed in one or more multiple counterparts.
10. **ENTIRE AGREEMENT:** This Agreement embodies the entire understanding among the Lessor and Lessee regarding the lease of certain use-privileges for the Property, and any prior or contemporaneous representations, either oral or written, are hereby superseded. No amendments or changes to this Agreement shall be effective unless made in writing and signed by the Parties.

We, the undersigned, have read and understand the information contained in this Agreement and agree to its terms.

Lessor

Signature _____

Date _____

Printed Name _____

Lessee (signature of all lessees participating)

Signature _____

Date _____

Printed Name _____

Signature _____

Date _____

Printed Name _____

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