

Landowners' Guide to Lease Hunting in Missouri

Department of Fisheries and Wildlife Sciences

A growing number of landowners in Missouri are interested providing access for sportsmen and others to hunt, fish and enjoy other types of outdoor recreation on their property for a fee. This interest is in response to an increasing demand by sportsmen and others for access to private property for recreational use.

Wildlife recreation is big business. According to the U.S. Fish and Wildlife Service's 2006 National Survey of Fishing, Hunting and Wildlife Associated Recreation, more than 87 million Americans (38 percent of the population 16 and older) hunted, fished or watched wildlife. Over \$120 billion a year is spent on wildlife-related activities. The economic impact of wildlife-related recreation is especially important in Missouri, where annual spending for hunting alone exceeds \$1 billion.

A large percentage of wildlife recreation activity occurs on private lands. According to the survey, over 80 percent of hunters were dependent on accessing private land for hunting opportunities, and more than \$624 million dollars are spent by hunters each year to lease land for hunting. Over \$360 million of this total amount is spent on big game (deer) hunting leases. Other species hunted on leased property include waterfowl, wild turkey and small game such as rabbits, quail and doves.

About 93 percent of Missouri's land base is privately owned, so most of the opportunities to hunt as well as the quantity and quality of available wildlife habitat depend on the attitudes and management practices of private landowners. Although some form of lease hunting has occurred in the state for many years (particularly on farms managing for waterfowl), charging a fee

to access wildlife recreational opportunities has not been part of the hunting or land management tradition.

This situation is slowly changing throughout the Midwest, as more landowners begin to realize opportunities for added income through recreational leasing. In fact, leasing land for hunting has contributed to the substantial increase in value of nonagricultural land in the state. For many landowners with this interest, developing a hunting lease enterprise may provide an opportunity to sustain their natural resource base, maintain their quality of life and increase annual profits from their property.

The information in this guide has been developed to help interested landowners make informed decisions about lease hunting as a potential income-generating opportunity. Many landowners are interested in managing wildlife on their property but cannot justify the expense unless a financial return is achieved. Hunters can provide this supplemental income and often can supply the motivation, labor, equipment and materials. Depending on land management objectives, development of a hunting lease enterprise offers many landowners the opportunity to supplement their income while enhancing wildlife habitat on their property.

The hunting lease

Hunting leases are an example of the broader concept of a recreational lease — an agreement between a person who controls access to property and a person who wishes to use the property for recreation. The lease grants an individual the right to participate in a specified recreational activity on a specific tract of property for a certain time and fee.

A hunting lease is an agreement between you as the landowner (lessor) and hunters (lessees) to grant access to your land to hunt game (and conduct other specified activities) for a specified period of time. Hunters usually pay you an agreed-upon dollar amount per acre or per hunter.

Generally, the hunting lease agreement does not convey rights to take the wildlife. Native wildlife cannot be leased or sold by a landowner because it is publicly owned by the state. In some situations, com-

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mercially raised game or exotic game species can be marketed to hunters through a “licensed shooting preserve.” However, the vast majority of game hunted on property that is leased for hunting is native species, such as white-tailed deer, wild turkey and waterfowl.

The relationship between ownership and control of wildlife is a paradox in our society. The public owns the wildlife, but in most situations private landowners control access to the resource. Landowners own the right to use their property and their 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 the recreational access to pay for it.

One of the beneficial aspects of hunting leases 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 other, more conventional land uses. The long-term overall net income from hunting leases can exceed that derived from more conventional land uses alone.

The primary reason sportsmen lease land is to obtain a better recreational experience than they believe they can obtain elsewhere. Even though most Missourians are within a one-hour drive of a state conservation area, national forest, or federal wildlife refuge, many are willing to pay for access to private lands. Examples of what sportsmen look for in a hunting lease include the following:

- Less competition from other hunters
- The perception of more abundant game
- An atmosphere in which they feel welcome
- An environment that is perceived to be safer (due to the landowners’ control over the number or distribution of hunters)
- Convenience or locations close to home
- The perception of the potential trophy qualities of game
- Convenient, comfortable and dependable amenities such as the availability of meals, camping or lodging facilities

It is not necessary for each hunting lease enterprise to have any or all of these characteristics to be successful. However, the more attractive the property and the hunting experience, the more marketable and valuable will be the lease.

Before deciding to lease, you will need to evaluate your property and other resources. Answering a few basic questions will allow you to assess whether your property is suited for a lease arrangement, help you determine the amount of revenue that can be expected and assist you in determining the species for which hunting rights should be leased.

Do you have enough land for a hunting lease?

Hunting leases can be of any size and in Missouri may range from 20 acres to several thousand acres. Waterfowl and dove hunting leases tend to be smaller, while quail and deer hunting leases tend to be larger. Several hundred acres may be necessary to properly manage for deer or turkey populations.

Sometimes several landowners with relatively small tracts of land will pool their land to form larger hunting leases. A combined lease is usually managed by the landowner or hunting lease broker that initiated the lease cooperative. Such lease cooperatives are more complicated and more difficult to manage than single-owner leases, but they allow landowners with small properties to obtain income through lease hunting. Larger, more diverse tracts of land can potentially attract higher lease prices, especially if the diversity of habitats is increased and managed.

As in any other enterprise, clear goals are critical to a successful land management system. Goals must also be realistic and based on the capabilities of the land base and an inventory of wildlife populations.

What are the game species on your property?

Most Missouri hunting leases emphasize hunting for white-tailed deer, wild turkey or waterfowl. Some leases emphasize other game species such as mourning doves, bobwhite quail or exotics such as pheasants. If game is sparse, then habitat management will probably be necessary before hunters are willing to lease hunting rights.

Can you provide adequate populations of game?

Wildlife habitat management should not be separated from other agricultural land management practices. If a landowner has wildlife goals for a property, then every land management decision should consider wildlife, as well as the other goals. Integration of all enterprises will create the best combination of production leading to the greatest economic returns.

Almost all land management practices affect game populations. Practices that have the most significant effects on game include removal of shrubby cover, planting of perennial grasses, tillage, choice of crops, crop harvest, growth and management of timber species, timber harvest, weed control, burning, haying, grazing, fertilization, choice of livestock forages and stocking rates, and maintenance of roads and fencing. These practices can have positive or negative effects on the plant community that game species depend on for food and cover resources.

What is the economic potential of a lease?

The economic potential for a hunting lease varies considerably based on the type of lease, the hunting opportunity you are providing and any resulting costs incurred. Because of this variability, this publication

makes no attempt to provide information on specific dollar amounts to charge. Examples include leasing a high-quality waterfowl blind for several thousand dollars during the season, versus leases for small game that may be as low as \$1 per acre, depending on the location. Higher quality leases for white-tailed deer hunting may go as high as \$25 to \$30 per acre in some locations, but be significantly lower (\$2 to \$3 per acre) in others. A study conducted at Mississippi State University in 2001 reported that annual net revenues averaged almost \$4 per acre statewide by landowners leasing their lands for hunting.

Landowners can also increase potential revenues from the hunting lease by improving the habitat for a variety of wildlife species of interest. In addition, landowners can often realize a higher profit by managing a lease on either a seasonal or daily basis, with opportunities for a larger clientele to have access, such as those who have an interest in hunting deer, wild turkey, bobwhite quail or waterfowl.

Types of hunting leases

Individual goals or objectives for owning property differ. Therefore each hunting lease will be different. Particular arrangements depend on the needs of the landowner and the clientele. Each lease arrangement has different requirements regarding time, effort and investment. Should you offer an annual, seasonal or daily lease? What investment do you need to make to improve your property's potential for increased game production? Differences in hunt lease arrangements depend on the length of the lease and the game species hunted. Although there is no set format for most hunting leases, they can generally be grouped into three categories: annual leases, seasonal leases and short-term leases.

Annual lease

The most common lease arrangement in Missouri is an annual lease that covers all game species that are "in season." This arrangement is popular with sportsmen and landowners who want to limit the time spent managing a lease. Properly designed, the annual lease can be managed with limited effort by a landowner. Most annual leases convey exclusive rights to specified recreational activities on the land during the year. If a landowner wishes to retain hunting privileges for personal use or for family or guests, it is usually best to withhold some property from the lease. Exceptions to this policy should be clearly stated in a written agreement.

Hunting clubs often prefer to lease on a long-term basis. This allows for the opportunity to conduct wildlife habitat improvement practices, help maintain roads and fences and patrol the leased property to protect against trespassing. Annual leases should include an option for the renewal of the lease upon expiration.

Once a desirable clientele is established, marketing effort and landowner involvement become minimal when compared with the other lease arrangements.

Limited-duration (seasonal) lease

The limited-duration lease may be for a particular hunting season or for a few weeks. Most seasonal leases convey exclusive rights to the specified recreational activities during the term of the agreement. When properly organized, a single limited-duration lease can also be managed with limited effort by a landowner. Seasonal leases can realize a higher profit than an annual lease, but these arrangements may require more time and skill for marketing. These types of leases often entail additional work for the landowner, who has leases at different times each year for different species or has several leases occurring in the same season but at different times.

Seasonal leases are popular with landowners who have large populations of game and desire to lease separately hunting rights for these species. For example, in areas where both deer and turkey populations are high, some landowners will lease deer hunting rights in the fall and turkey hunting rights in the spring. However, these types of leases may not be as attractive as an annual or long-term lease to potential lessees who desire a more long-term arrangement or to those interested in making habitat improvements.

Short-term lease

Short-term leases often involve daily, weekend or weeklong hunts, which are sometimes called day leases or "package" hunts. These types of arrangements are usually more successful near populated areas where the demand for hunting opportunities is high, yet each hunter may only go hunting a few times a year. Day-hunting leases typically present more demands on the landowners' time than the previous two types. For example, if deer stands are leased on a day-to-day 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. Daily leases and "package" hunts are also common for hunting waterfowl, small game and doves.

"Package" hunts may be marketed and managed intensively. Some packages include guided hunts, which are conducted either by the lessor or by outfitters that the landowner has contracted to broker hunting opportunities. Guided hunts for one or more days obviously increase the time requirements for a landowner. Some very involved hunting leases become the primary enterprise for a few landowners. Such leases may provide for lodging, meals, guides, transportation during the hunt, hunting blinds, dogs and dog handlers, guns and ammunition, game dressing and cleaning, game butchering and packaging, cold storage, additional recreational facilities, refreshments after the

hunt, pictures of the hunt, a newsletter for customers and guaranteed harvest opportunities. This type of operation also may require intensive management of wildlife habitat, wildlife population inventories, wildlife harvest management and extensive advertising.

Another example of a short-term lease is to work with a brokerage or outfitter (or other third party) that signs up property from landowners willing to provide access to hunters. The brokerage also markets your property and schedules hunters (who pay the brokerage/club a fee to join) to hunt the property on a specified date or time. The brokerage may pay the landowner a reduced amount per acre and assume all management and marketing responsibilities, thus relieving the landowner of these details.

Establishing a lease price

One of the most difficult decisions for many landowners is what fee to charge for a hunting lease. The landowner must find a price that will produce acceptable income yet remain acceptable to an adequate number of hunters (determining what the market will bear). The price will depend on a variety of factors:

- Size and location of the property
- Type of game
- Quality of habitat and the hunting experience
- Reputation of the operation
- Number of people involved in the lease
- Length of the lease and expectations of the landowner
- Type of services, facilities and other amenities that the landowner provides

The terms of payment for a hunting lease are not always in cash. In some cases, leases are provided in return for services or other goods. A successful lease price is one that satisfies both parties. Most rates for annual and seasonal lease arrangements are assessed on a per-acre basis.

Leases with the poorest quality game habitat tend to make the least amount of money, while good quality hunting can generate the highest prices. Waterfowl leases tend to bring the highest prices per acre, followed by quail, deer and turkey leases.

Many landowners determine their lease price based on what neighbors or others in the area are charging. However, that may not be an adequate method of valuing the hunting opportunity. Table 1 lists five methods that may be of help in determining the price to charge for a hunting lease.

Landowners can often get a higher price for the lease by managing their land for wildlife. The lease price can then be based on management costs plus an arbitrary amount based on the value of each improvement made. Farmers can often implement habitat improvement practices through ongoing agricultural practices at a minimal cost. Other landowners without

Table 1. Methods of determining lease hunting prices

Method	Description
What neighbors or others are charging in the immediate area	Lease price is based on the going rate in the area.
Break-even plus 10% to 30%	Lease price is based on management and other costs plus 10% to 30%.
Valuation	Lease price is based on a subjective evaluation of the quality and quantity of wildlife habitat on the property.
Baseline plus value-added	In addition to a base price per acre, fees are assessed on each improvement, amenity or service provided.
Sealed bid approach	A description of the hunting lease is published and offers are solicited.

equipment may have to hire a wildlife management consultant or a contractor to implement management practices at a potentially higher cost.

Identifying quality lessees

A lessor (person that controls access to a property) should always carefully interview potential lessees before signing the lease agreement. This is one of the most important facets of leasing hunting rights. 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 potential problems in managing the lease. When leasing to a group, make sure it is well organized and designate one person to be the leader or primary contact. All members of the group should sign the lease agreement. Lessors might also consider requiring lessees to prepare a report each year that summarizes their hunting success (or lack thereof), time spent on the lease, wildlife management practices implemented and other items of potential interest.

Liability

Concerns over liability have increased as our society has become more litigious. As is often the case, fear of liability has prevented many landowners from entering into a lease agreement, even though lawsuits against landowners for negligence in hunting-related accidents are uncommon.

However, a landowner's liability does increase when property is leased. Under Missouri state law, all visitors other than trespassers are "entitled to reasonable care under the circumstances." In addition, landowners owe visitors a duty of care to protect visitors from all foreseeable risks that reasonably could have been known by the landowner.

Although negligence must be proven for a landowner to be held liable for personal loss or injury, exposure to liability can be reduced by maintaining safe premises. To minimize liability risks, a landowner should inspect a property for hazards. Lessees should

be informed of hazards, including old and dilapidated deer stands, cables and barbed wire fences, sinkholes and abandoned wells, and discarded farm implements. Give each person in the lease agreement a map of the property, show them your property boundaries and point out any possible hazards or dangerous situations that may exist. The most important and best liability insurance is the careful selection of lessees.

However, it may be a good idea to require lessees to sign an agreement that releases you from any liability for actions taken by lessees while on the property. Any "liability waiver or release" should be drafted by an attorney to increase the likelihood that it will be upheld in court. The more effective releases/waivers clearly state the dangers or risks the tenant may encounter on the leased premises, and that the tenant realizes and appreciates those dangers or risks. Here is an example of a liability waiver:

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

Signed _____ *Date* _____

Although this agreement will not relieve you of liability associated with negligence, it does convey that the lessees have assumed the risks associated with hunting on your property.

Some landowners feel the need to carry liability insurance to protect themselves in case an accident occurs on their property. Landowners should not only ensure that they have adequate liability coverage but also have lessees sign a proper written lease agreement with the liability waiver and monitor the actions of the lessees while they are present on the property. Remember, the landowner is required to take all reasonable precautions to ensure the safety of the lessees.

A landowner can require lessees to obtain liability insurance to cover themselves for acts taken while on your property. This policy should also contain an additional insured landowner option that lists you (the landowner) with coverage should the lessee (hunting club) be named in a lawsuit filed against them. This coverage will protect both the landowner and hunting group should either be found guilty of negligence. It should be stated in the written lease agreement that the hunters pay for this insurance. Be sure to contact your insurance agent or attorney if you have questions regarding liability issues.

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 lease hunting. 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. The paying hunter becomes an "invitee" and Missouri law states that landowners have a "duty of ordinary and reasonable care" to their invitees. A landowner's duty toward an invitee is to make a reasonable inspection of the premises for hidden dangers, as well as to warn an invitee of such dangers.

Develop a written lease agreement

The best way to ensure that the rights and privileges of both the lessor (landowner) and lessee (hunter) are recorded and understood is to have a signed, written document that states all terms, payments, expiration dates and mutual agreements. Good business practices suggest all types of recreational or hunting leases should have written agreements signed by both parties. The written agreement delineates the rules of the lease and helps protect the interests of both the landowner and the hunters. A well-written lease agreement helps avoid misunderstandings. Every written lease hunting agreement should include at least the following points:

- Description of the recreational rights, services and facilities being leased.
- Names of lessors and lessees involved.
- Description of the property being leased, including legal descriptions and a map.
- Species to be hunted.
- Terms of payment.
- Duration of the lease.
- Definition of who has recreational rights.
- Any special rules and regulations concerning restrictions or responsibilities of either party.
- Signatures of all parties involved.

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, location of hunting blinds, collection of harvest data, game harvest quotas, use of alcoholic beverages, littering, subleasing recreational rights, guest privileges, camping location, responsibility to pay for damages, and ownership of any structures left on the property at end of the lease. ***It is suggested that a written lease agreement be reviewed by legal counsel.***

Sample hunting lease agreements can be accessed on the MU Extension Web site at extension.missouri.edu/explore/agguides/wildlife/g09420.htm

Sample agreements accompanying this publication on the MU Extension Web site have been developed for educational purposes only. It is important to

seek advice from an attorney before writing or signing a binding legal agreement. If other services or rights are allowed to the lessee, then these provisions should be included.

Additional tips for success

Monitor wildlife populations

It is important to evaluate the wildlife potential of your property as decisions are made regarding the hunting lease. An inventory of the wildlife population and wildlife habitat on a property will help guide subsequent decisions about how to manage the lease and what, if any, habitat management may be necessary.

Maintaining accurate records of game harvested is an important aspect of hunting lease management. Accurate records are necessary to detect changes, measure progress, evaluate management success, determine costs of production and predict future needs. Harvest records help to evaluate the potential value of a lease and provide a means of determining how many hunters a property can support. Good records also provide a tool for advertising.

The hunting lease agreement can require lessees to maintain records of harvest. Hunters are usually pleased to help if it is explained to them that it will be useful to improve their hunting experience. Useful information includes hours hunted for each species, date and location of each harvest, numbers of each species harvested and names of hunters involved with the harvest. For deer, additional records include the sex of each animal, dressed or whole weight, age and antler measurements.

When existing or anticipated harvest rates cause undesirable population trends, it is prudent to establish harvest quotas. A harvest quota is the maximum number of a species that can be taken from an area in a certain time frame. Hunting can alter deer sex ratios, buck age structure, and trophy quality of a deer herd. Harvest quotas often change from year to year as game populations and habitat change, particularly if habitat-enhancement practices increase the carrying capacity of the property for a particular species.

Improve the habitat on your property

Your property must provide the right amount and quality of habitat for wildlife each year. Active management is required to maintain areas to provide the food and cover that wildlife need. Be sure to solicit management advice from experienced professional wildlife biologists who work with one of the public agencies (e.g., Missouri Department of Conservation) or are private wildlife consultants. You may want to ensure that the wildlife biologist you work with is certified by The Wildlife Society, a professional organization.

Advertise

Once the lease is ready to market, advertising can be a critical part of the production process. Advertising can mean the difference between leasing your land or not. If no one knows about the opportunity, then you will not be successful. Consider that only about 8 percent of hunters across the nation lease land and that in Missouri the percentage is probably smaller.

Marketing involves identifying what the property has to offer, including the available species and amenities. Possible modes of advertising depend on the type of lease offered and the location of the property. The most important advertisement is a satisfied customer.

Manage cost and returns

Because of the wide range of investments and returns in different lease hunting operations, a typical example does not exist. However, the majority of the hunting leases in Missouri are relatively simple. On property with quality habitats and pre-existing hunt-able populations of game, properly managed leases generally require little investment other than additional insurance premiums and a small legal fee to review the lease agreement. They also require an investment of the landowner's time to write a lease agreement, interview lessees, analyze harvest information, and occasionally visit hunters to facilitate communication and check for compliance with lease rules. However, habitat management costs will need to be considered as an annual expense for each lease.

There are costs and compromises associated with maintaining or developing wildlife habitat. Many properties will not support significant populations of game without some consideration of the quantity and quality of habitat. For instance, this may mean reducing the acreage and production of certain agricultural crops to allow for the establishment of food and cover, or focusing your woodland management efforts to include habitat for wildlife.

Although costs are incurred when managing your property for wildlife, many of these costs can be recouped as income is obtained from the hunting lease. There are also wildlife management practices that qualify for cost-share assistance through conservation programs offered through the USDA Natural Resources Conservation Service. Programs such as the Conservation Reserve Program (CRP) and others promote practices that can enhance the value of your property for wildlife. Several of these practices promote the establishment and management of field borders around crop fields, buffers, edge feathering and other activities that provide the diversity of habitats that wildlife require for food and cover. These practices can often be integrated into the ongoing management objectives of your property, usually without sacrificing economic returns.

Pros and cons of hunting leases

Pros

Many landowners lease hunting rights to increase their income. Additional income is probably the most obvious advantage of a hunting lease. In some cases, maintaining wildlife populations and habitat can also improve land values.

Some landowners with significant trespass problems develop hunting leases primarily to gain more control over their land. The increased activity and presence by the lessees can help reduce vandalism, theft and poaching problems related to trespassing.

From a wildlife management standpoint, hunting leases benefit wildlife in that wildlife often receives more consideration in land management decisions. Hunting leases can help conserve wildlife habitat. Leasing provides a just system by which the people who produce wildlife habitat are paid and the people who use the recreational access pay for it.

From a hunter's perspective, a hunting lease provides a relatively secure place to hunt with little competition. Leasing allows a hunter or landowner to have some control over the safety of a hunt by controlling the distribution of hunters. Leasing also allows a hunter or landowner to better manage game populations through increased control of the harvest.

Cons

Many hunters and wildlife enthusiasts and some landowners dislike the concept of hunting leases because leasing may help increase the cost of hunting. Many people believe hunting should be a right in the United States.

Leasing of hunting rights increases a landowner's liability risks relative to the risks landowners bear when people hunt for free or are not allowed to hunt.

Some landowners do not like dealing with the public to the extent necessary in managing a hunting lease enterprise. As in any business venture, successful interaction with the public depends on strong communication and social skills.

Shooting preserves

Shooting preserves are privately owned areas, licensed by the state, on which pen-raised game can be harvested under more liberal regulations (lon-

ger seasons and bigger bag limits) than apply in the wild. They may be classified as commercial operations or not-for-profit. In Missouri, hunting preserves are called *licensed shooting areas* (LSAs) and are registered with the Missouri Department of Conservation. There are about 350 in the state, most of which are game bird operations. Statutes and regulations relating to captive wildlife can be found in the Wildlife Code of Missouri, issued each year by the Missouri Department of Conservation.

Summary

Hunting trends in Missouri and across the United States are toward more use of private land. Hunting leases can benefit landowners, sportsmen and wildlife. In many cases, leasing stimulates better wildlife management on private land. To some extent wildlife competes with livestock, crops, timber and people for space, food, cover and water. If property owners see wildlife and wildlife habitat as an asset, they will be encouraged to manage for it.

It is important to have defined goals, provide reasonably adequate hunting, carefully interview potential lessees, charge a reasonable price, use a good written lease agreement, monitor game populations and management practices, and regulate the game harvest when necessary.

No special format for hunting leases exists. Expenses and incomes vary significantly. A hunting lease can be manipulated to fit individual situations. An individual needs to evaluate the benefits and challenges to determine whether a hunting lease is right for the operation. You should also remember that you are marketing and selling the opportunity and privilege that go along with access to your land for the purposes specified in the written lease agreement. You are not selling wildlife, which is publicly owned.

Developing a hunting lease can have negative implications and drawbacks. Without proper people management a hunting lease can serve to limit opportunities for hunters to access private property. Proper management of a hunting lease is not easy. In fact, just as for any other land use, including grazing, crop production or forestry, managing a hunting lease will require an investment of time and money to solve the challenges created by the new enterprise.

For further information

Missouri Department of Conservation Private Lands Services Division: provides technical assistance and resources for wildlife habitat management.

mdc.mo.gov/landown

MU Extension: An MU Extension Center is located in each county of the state and provides educational resources and programs that feature wildlife management and habitat enhancement on Missouri private lands.

extension.missouri.edu

Natural Resource Enterprises Wildlife and Recreation: Mississippi State University Extension Service

www.naturalresources.msstate.edu/pubs/pubs.html

Natural Resources Conservation Service: provides technical assistance on implementing USDA conservation practices (including wildlife management) that can be implemented on private lands in Missouri.

www.mo.nrcs.usda.gov

University of Missouri Center for Agricultural Law

aglaw.missouri.edu

U.S. Fish and Wildlife Service: National Survey of Fishing, Hunting and Wildlife Associated Recreation

federalasst.fws.gov/surveys/surveys.html

The authors acknowledge that some of the information in this publication has been modified or adapted from the following publications:

Lease Hunting Opportunities for Oklahoma Landowners, OSU Extension Facts, F-5032, Cooperative Extension Service, Division of Agriculture and Natural Resources, Oklahoma State University.

Earning Additional Income through Hunting Leases on Private Land, PB 1627, Agricultural Extension Service, University of Tennessee.

SAMPLE SHORT-TERM AGREEMENT

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

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

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

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

Executed in duplicate on this _____ day of _____ .

Landowner: _____

Permittee: _____

G9420
APPENDIX B

SAMPLE HUNTING ACCESS PERMIT

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

Date: _____

To whom it may concern:

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

(name of farm or ranch)

located at during the period _____

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

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

Landowner: _____

Permittee: _____

SAMPLE ANNUAL HUNTING LEASE

(May be used for seasonal lease)

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

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

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

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

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

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

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

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

For the LESSEE: _____

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

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

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

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

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

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

Lessor: _____

Lessee: _____

Lessor: _____

Lessee: _____

Lessor: _____

Lessee: _____

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