

HUNTING LICENSE AND INDEMNITY AGREEMENT

This Hunting License and Indemnity Agreement (“Agreement” or “License”) is made and entered into as of the ___ day of _____, 201__ by and between _____ (hereinafter referred to as “Licensor”) and the following individual or group of individuals, _____ (hereinafter singularly or collectively referred to as “Licensee”). This license applies to the following property(ies):

This licensing property totals approximately _____ acres and is located in _____ (County), _____ (State), (hereinafter the “Licensed Area”).

It is each licensee's responsibility to verify all boundaries of this Licensing Property to avoid trespassing onto bordering properties.

The following stipulations apply to this property:

Maximum Number of Hunters: ___ Food Plots: Yes ___ No ___ Feeders: Yes ___ No ___
Camping: Yes ___ No ___ ATV Use For Hunting Purposes: Yes ___ No ___

The initial term of this License shall be from the ___ day of _____, 201__ until the day of _____, 201__.

Other Stipulations: _____

WITNESSETH

Subject to the terms and conditions set forth in this Agreement, Licensor does hereby grant to Licensee (except any stipulations noted above), the exclusive right to access and hunt:

All legal game species, which may be found upon, and harvested from the Licensed area with all legal firearms and archery equipment for the State during lawful seasons and legal hours.

It is understood that the rights and privileges granted herein are not assignable without the express written consent of the Licensor. This License is strictly limited to the use of the Licensed Area for the activities described herein, and notwithstanding anything contained herein to the contrary, or any discussions, conversations or other communications (electronic or otherwise), which Licensee may have had with Licensor and/or its Company (as such term is hereinafter defined), Licensee has no other rights to the use of the Licensed Area.

Licensee Agrees:

To pay Licensor c/o Company upon execution of this License the sum of \$ _____ as consideration (sometimes herein “Rent”) for the use of the Licensed Area for the initial term. Renewal of this Licensing Agreement is dependant upon the Licensor agreeing to the renewal of this Licensing Agreement. **For renewal, Licensee must remit payment no later than the ___ day, of _____, 201__ (Fifteen days prior to the expiration of the initial term of this Licensing Agreement). The renewal of this Licensing Agreement will incur an annual price increase of ___%.** Licensor In addition to the initial term, Licensor shall, provided Licensee has complied with all of the terms and conditions of this License during the initial term, provide Licensee with the first right to negotiate with Licensor for an extension of this License.

- a) Notwithstanding the preceding, Licensee specifically acknowledges that nothing set forth herein shall obligate Licensor to make the Licensed Area available for hunting following the scheduled termination and/or expiration of this License, and should Licensor permit the Licensed Area to be available for the continuation of hunting following the scheduled termination and/or expiration of this License, Licensor may in its discretion elect to modify the terms and/or conditions of this License (which may or may not be acceptable to Licensee), and Licensor may discontinue negotiation with Licensee regarding the same at any time and for any reason. Finally, in order to undertake such negotiations with Licensor for an extension of the term of this License as provided above, Licensee must notify Licensor of its desire to do the same in writing not later than 60 days prior to the scheduled expiration of this License and must have agreed to terms with Licensor reflected by a written extension (or new license) prior to the scheduled expiration of this License.
- b) To not assign this License or sublicense or lease the Licensed Area or any portion thereof, and to not grant permission to anyone who is not a party to this License or a member of the Hunting Group (as such term is hereafter defined) to hunt or otherwise use the Licensed Area.
- c) To abide by any and all state, federal and local hunting statutes, ordinances, laws, rules and/or regulations (collectively the "Laws"). Failure to follow said Laws by Licensee or any member of the Hunting Group may, at Licensor's option, be grounds for immediate termination and cancellation of the License as to the Licensee that has failed to follow and abide by the Laws, or as to all Licensee's (at Licensor's sole discretion) and without refund of all or any portion of the Rent.
- d) To maintain good and proper safety practices and procedures regarding firearms, including but not limited to, ensuring that all firearms are unloaded while in vehicles and in vicinity of any buildings.
- e) To maintain proper vigilance aimed at preventing fires or damage by other means to the Licensed Area, and to immediately report any wildfires that may occur on the Licensed Area to authorities and Licensor.
- f) To ensure that vehicles are driven only on established roads and/or pathways (to be expressly limited to paved, gravel, logging or otherwise established roads and/or pathways – Licensee is prohibited from cutting or otherwise establishing new pathways), and that all gates are left as originally found. ATV's may be used only on established roads and/or pathways as defined above, and then only in accordance with good and proper safety practices and in direct connection with the hunting activities. ATV's are absolutely not permitted on any cropland, nor does this License authorize the recreational use of ATV's upon the Real Estate. Damage to any cropland from the use of vehicles or ATV's by the Licensee will result in the Licensee reimbursing the Licensor for crop loss at fair market value as determined by Licensor.
- g) To maintain a no hunting or shooting zone within 100 yards of any occupied building and around other designated areas as specified by Licensor.
- h) To remove all personal property or structures placed or constructed by Licensee upon the

Licensed Area at termination of this License unless the Licensor has provided prior written consent to leave any or all such property.

- i) To repair any damage caused to the Licensed Area and to return the Licensed Area including any improvements thereon to the Licensor in the same condition that existed upon commencement of the License. Any clearing of underbrush must be done in a manner so as not to damage any trees or crops that have been planted.
- j) To in no way hinder farming or damage crop production.
- k) That no homemade stands may be erected, nor shall any bolts, nails, screws or other fasteners be placed into any tree.
- l) That only treestands certified by the TMA be used.
- m) To not enter upon any neighboring land or hunt on any real estate not described herein.
- n) To keep the Licensed Area free of litter at all times.
- o) The Licensee has chosen of his or her own free will to go hunting on the Licensed Area, and realizes there are inherent dangers from the sport of hunting, including but not limited to, danger from other hunters including persons that may not be authorized to be upon the Real Estate, the inherent danger of injury from the presence or use of firearms, and other dangers of any nature whatsoever, including dangers to bodily injury or damage which may occur (such as, but not limited to, the use of hunting knives, axes, arrows, traveling by vehicle over rough terrain, getting into and out of deer stands for hunting, slips, trips and falls), and the risk of such injury or damage caused by other hunters. Licensee agrees at all times to employ an approved fall restraint device while hunting from any elevated position. Licensee agrees at all times to use extreme caution and care in protecting himself or herself, his or her property, and others and their property, from accident, damage or bodily injury which may result from any such risk.
- p) It is mutually agreed that failure to abide by the terms and stipulations above by any Licensee or member of the Hunting Group constitutes a material breach of this Agreement and may result in the immediate termination of this License and/or the forfeiture of all hunting rights, deposits and Rent.
- q) Company is intended to be a third party beneficiary of this Agreement and any attempt to negotiate a new License with Licensor upon expiration or earlier termination of this License, without the inclusion of Company as a third party beneficiary, will require the party undertaking the same to fully reimburse Company for any losses incurred by Company in connection with the same including but not limited reasonable attorney fees.

Licensor hereby agrees:

To provide the Licensee with hunting rights on the Licensed Area during the term of this License, subject to the conditions and restrictions provided herein.

To not license or lease or to or grant any other individual(s) permission to access, occupy, or use for recreation purposes, or hunt on the Licensed Area during the term of this License. The preceding limitation on the rights of Licensor is expressly limited to *hunting and recreational purposes* and does not (without limitation) prohibit Licensor from licensing the same for farming or agricultural purposes or for oil and gas exploration purposes including so called fracking.

Company is a third party beneficiary of this Agreement and any attempt by Licensor to negotiate a new License with Licensee upon expiration or earlier termination of this Agreement, without the inclusion of Company as a third party beneficiary, will not release Licensor of the compensation due Company.

Section II – Release and Indemnification

As further consideration for the rights and privileges granted herein, Licensee agrees to the following:

It is understood that the Licensed Area consists of mostly undeveloped and untamed land, and the Licensee has had an opportunity to inspect the Licensed Area and accepts the Licensed Area in an “as is” condition and further, the Licensee understands that hunting is a dangerous activity and that there may be hazards (known and unknown, hidden and observable), including but not limited to, those set forth above under Section I, part 4, and other dangers such as holes, cracks or openings in the earth, fence wire, snakes, wells, swamps, brush and other growth, ponds, harmful plants, wild or poisonous animals, insects, bats, unauthorized or careless persons on the land, other hunters, or other risks that may be dangerous and cause injury and/or death and that Licensee assumes all such risks as his/her own responsibility, without liability to or recourse against the Licensor, Company or their agents, officers, directors, employees, assignees and heirs.

That although Licensor may have a greater knowledge of land or the Licensed Area than Licensee, that is impracticable and virtually impossible for Licensor to list and/or to physically show Licensee each and every potential hazard on the Licensed Area and Licensee enters onto the Licensed Area despite same and at Licensee’s own risk and without liability to Licensor or Company or their agents, officers, directors, employees, assignees and heirs.

That the property is not entirely fenced and that Licensor cannot reasonably protect against or effectively stop unauthorized persons from trespassing upon the Real Estate including but not limited to other hunters who may wrongfully enter upon the Real Estate without authorization and may create additional dangers to Licensee, and Licensee has entered into this Agreement with such understanding and agrees to accept and assume the same at its own risk and without liability to Licensor or Company or their agents, officers, directors, employees, assignees and heirs.

To forever release, defend, indemnify, and hold harmless Licensor and Company, their agents, officers, directors, employees, assigns and heirs, from and against any and all liability, claims, fines, settlements, damages, demands, costs, suits or causes of action of whatsoever nature, including but not limited to reasonable attorney’s fees and costs of defense, arising out of bodily injury to, illness or death of any person, including Licensee or

other member of the Hunting Group, and/or damage to property of any person, legal entity, or third party, arising out of or relating to this Agreement or any activities occurring upon the Licensed Area.

Licensee(s), at its own expense, shall maintain during the term of this License a policy or policies of comprehensive general liability insurance, including personal injury and property damage, with contractual liability endorsement, in the amount of One Hundred Thousand Dollars (\$100,000) for damage to rented premises and One Million Dollars (\$1,000,000) per occurrence, Two Million Dollars (\$2,000,000) aggregate for personal injuries or deaths of persons occurring on or about the Licensed Area and property damage. Said Policies shall (i) name Licensor and Company as an additional insured and insure Licensor's and Company's liability for claims arising under this License (except for the worker's compensation policy, which instead shall include waiver of subrogation endorsement in favor of Licensor), (ii) be issued by an insurance company which is acceptable to Licensor, and (iii) provide that said insurance shall not be canceled unless thirty (30) days prior written notice shall have been given to Licensor. Said policy or policies or certificates thereof shall be delivered to Licensor and Company by Licensee(s) upon commencement of the term of the License and upon each renewal of said insurance. In the event Licensee is a business, and uses this License as part of the scope of employment of its employees, Licensee shall in addition to the above provide evidence satisfactory to Licensor that Licensee is fully compliant with all workers compensation laws and coverages as required by the State on which this licensed property is located.

Section III – Miscellaneous

In the event that any action is filed in relation to this Agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all other sums that either party may be called on to pay, a reasonable sum for the successful party's attorneys' fees.

Either party's failure to complain of any act or omission on the part of the other party, no matter how long same may continue, shall not be deemed a waiver by such party of any of its rights hereunder. No waiver by either party at any time, express or implied, of any breach of any provision of this Agreement shall be deemed a waiver or a breach of any other provisions of this Agreement or a consent to any subsequent breach of the same or any other provision.

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns.

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

The titles to the paragraphs of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, or aid in the interpretation of the provisions of this agreement

This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

Any notice provided for or concerning this Agreement shall be in writing and be deemed sufficiently given when sent by certified mail or registered mail to the respective address of each party as set forth in this Agreement.

The rights of each party under this Agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

If any provision of this Agreement shall be held to be invalid or unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby, and each remaining provision shall be valid and enforceable to the fullest extent permitted by law.

This Agreement shall be construed under and in accordance with the laws of the state in which a majority of the Licensed Area is located.

Any suit to enforce or interpret the terms and/or conditions of this agreement will be venued in Noble County, Ohio.

At any time during the term, Licensor shall have the right upon 30 days' notice to Licensee to revoke and terminate this Agreement and the rights and privileges of the Licensee(s). In the event of the termination of this License, Licensor agrees to refund to Licensee a prorated portion of the consideration paid in the amount equal to the unused period of time from the date of termination to the end of the term.

{ Signature page to follow }