AHUNTINGLEASE.ORG

# THE SECRETIC PRIVATELAND

(860)782-6330









# The Secret Is Simple. Take Care Of Your Landowner

Thank you for downloading our ebook, "The Secret to Hunting Private Land".

The simple truth is that any arrangement that permits hunters access to private land for hunting purposes and at the same time manages the wildlife resource in a responsible manner is good for the future of hunting. Although the American Hunting Lease Association (AHLA) provides education and guidance for both landowners and hunters on the hunting lease arrangement, we steadfastly believe the goal for every hunting based company should be to grow the sport and lifestyle we all love and enjoy. Lack of access to quality wildlife habitat is the most cited reason sportsmen/women lay down their guns and bows for good. Sadly, every time a seasoned hunter makes that decision, he or she leaves a legacy of unfulfilled memories for a generation of hunters that would have benefitted from their experience and encouragement.

As Chief Operating Officer for the AHLA, I have the privilege of speaking with men and women from across the country who share the same passion for hunting and the outdoors that I do. They are hardworking Americans who wear their fluorescent vests and hard hats to the job site every day. They have simply learned that the days of asking for permission to hunt, without regard for the landowners risk and expenses are long gone. To be successful you have to address the landowner's needs.

### So, the "Secret" to accessing private land is simple: TAKE CARE OF YOUR LANDOWNER!

We created this ebook to demonstrate how simple and straight forward it can be to gain access to private hunting land in any part of the country. Will it be easy? Maybe. Maybe not. You will still have to knock on doors, research county GIS sites for potential properties and of course; present yourself in a positive manner. After all, for any landower to allow you access onto their farm or property, they will first have to trust you.

We wanted to provide you with the tools you need the next time you start knocking on doors. Instead of going empty handed, use our FREE "Front Porch Kit" (included in the back of this book) and show the landowner you are willing to provide liability insurance, a crystal clear lease agreement and are willing to abide by the rules they set. Don't just stand there with your hand out. Bring value to the relationship!

Whether you agree to pay to lease hunting rights or agree to another arrangement, accessing private land doesn't have to cost a lot. I am certain there are landowners in every state willing to allow the right group of hunters onto their properties for little compensation. The group that gets to hunt the prime ground in any county is the one that recognizes and satisfies the needs of the landowner.

Is that you?

As always, Good Luck and Hunt Safe!

Sean Ferbrache, COO

Sen-Joluste

Let's be clear, the choice to pay for hunting access or not is all yours. Millions of hunters have discovered that leasing access to hunt not only offers them the freedom to hunt and manage a farm as if it were their own, it also benefits the landowner in many ways. That doesn't mean you can't find a landowner that is willing to allow you to hunt on their farm or property without payment. They are out there.

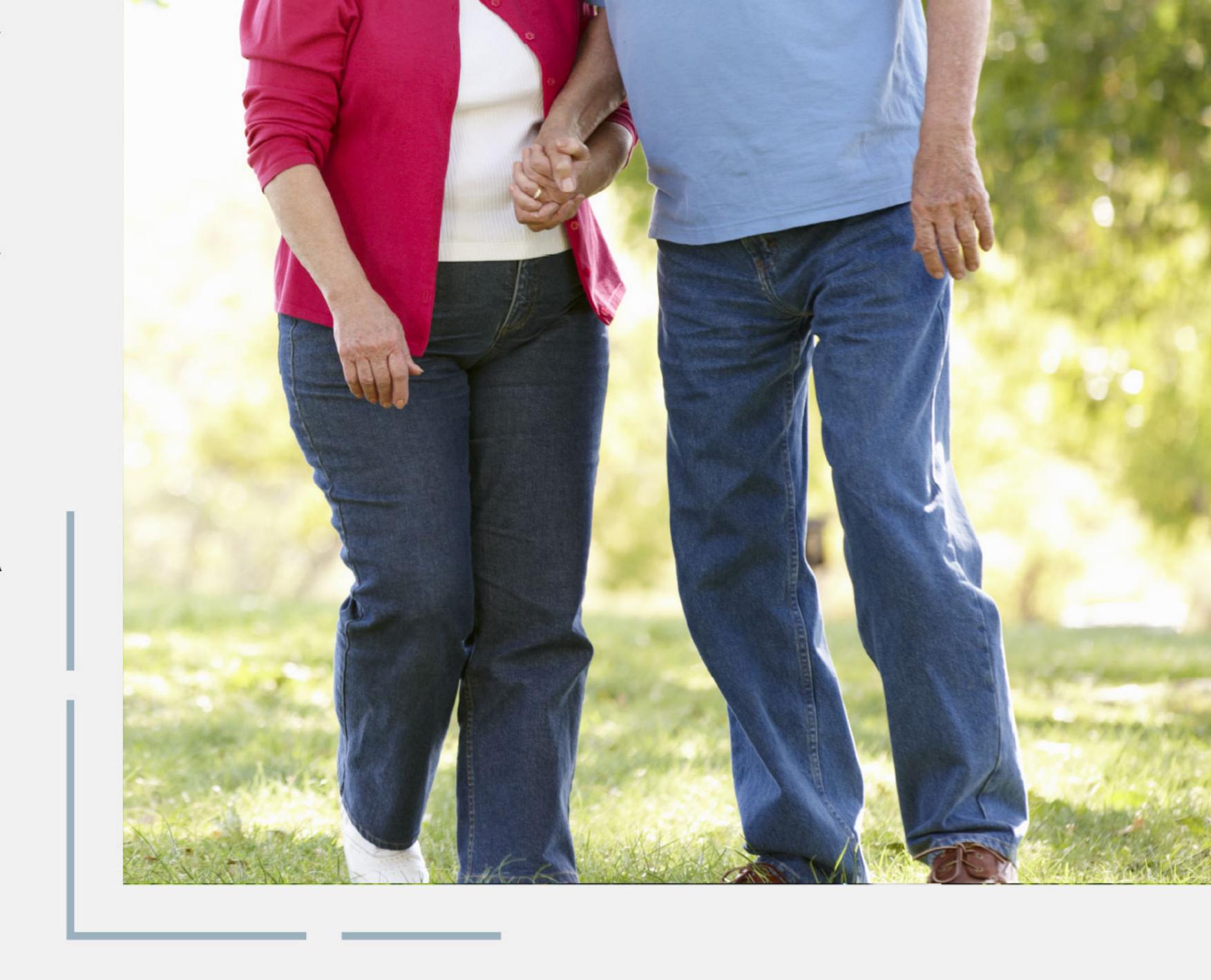
The truth is that you can dramatically increase your odds of success by showing him/her that you understand the challenges they face and that you are willing to protect their assets and interests first. Don't be like every other hunter that has knocked on their door empty handed. You are not the first person to knock on their door; but you can certainly be the one that stands out from the rest.

Use the AHLA "Front Porch Kit" to your advantage! The next time you knock on the door of a landowner to ask for permission to hunt on their farm, have the ammunition you need to show them you are serious about protecting them first! Offer to purchase a hunting lease or vacant land liability insurance policy including them as a **named insured** party on the policy.

Purchasing a hunting lease insurance policy is easy and can be completed online with the AHLA at www.ahuntinglease.org.

# AHLA policies start at just \$215 for any property up to 499 acres!

To make sure you are purchasing the highest level of coverage for you and your landowner, it is



important to understand the coverages and limits of a hunting lease insurance policy. Below you will find simple explanations of coverages and why they are important to you and your landowner. At the end of the day, our goal remains the same.

We want to make accessing quality private land beneficial and safe for landowners and hunters everywhere.

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# The Truth About Hunting Lease Insurance Simple Explanations To Important Coverages

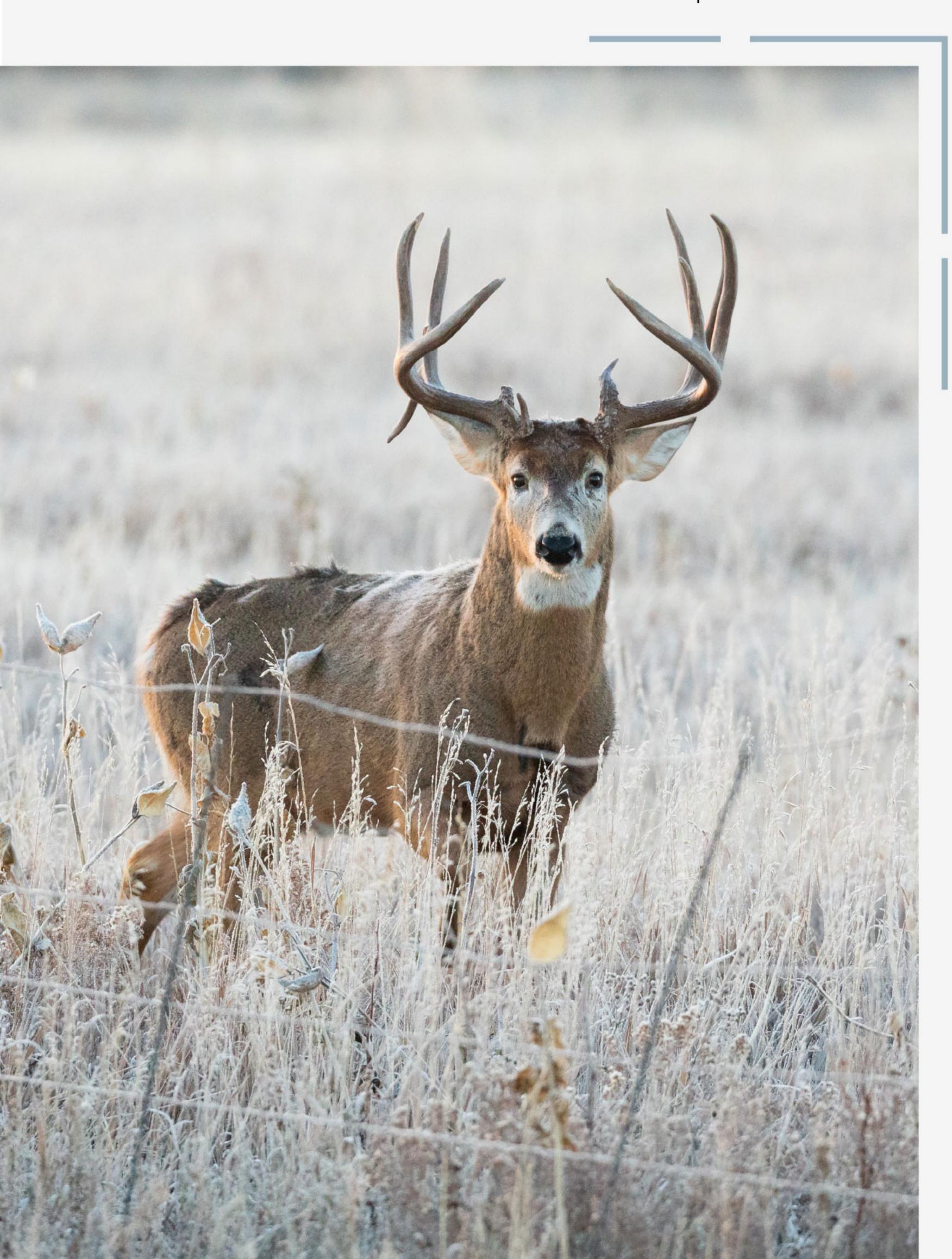
# Master Policy

Nearly every policy you will find available online is a master policy. A master policy has several advantages, but the most beneficial is cost. Providing a master policy compared to a custom written policy can differ dramatically in price. The AHLA policy offers coverage starting at \$215, while the cost of a custom policy for identical coverage can start at over \$800. The only limitation of a master policy is that the start date is predetermined. The AHLA offers four different master policies. The AHLA offers policies starting on on the 1st of the month. Offering 12 different start dates allows us to accommodate more hunters and landowners and their hunting lease needs.

# Named Insured

# (Add up to 7 landowners FREE with AHLA policy)

Nearly every policy you will find online will offer to add your landowner(s) as additional insureds. While this is an important coverage feature, it really doesn't offer the highest possible coverage. Additionally, most companies selling this type of insurance will require separate fees to add landowners as additional insureds. These fees add up fast and can turn your total cost for insurance into an



unaffordable situation. The AHLA recognizes the importance of protecting your landowners AND your hunt club. That is why we require that all parties be listed as named insureds, offering you the highest level of coverage, and we provide that benefit to you at NO ADDITIONAL COST!

# Coverage For Every Member Of Your Hunt Club AND Your Landowner

There is a simple answer to an often asked question. The AHLA policy covers every member in your hunt club as well as your landowner(s). Although we don't ask for the names of your hunt club members, our policy provides coverage from liability based on the hunting lease agreement between your landowners and hunt club. If a claim were to be filed, the independent adjuster will then ask for a copy of your lease agreement and confirm that the party filing a claim was in fact listed on the hunting lease.

# Medical Pay

Under no circumstance should you purchase a hunting lease insurance policy with medical pay coverage less than \$5,000!

Although hunting has proven to be one of the safest activities Americans participate in, accidents can and do happen. Fortunately, the insurance industry recognizes that some injuries require immediate medical attention and insured parties may need funds sooner rather than later to address medical bills. The medical pay benefit addresses this concern by issuing funds for the sole purpose of addressing medical bills quickly. Any claim investigation is completed and approved/denied without regard for medical pay benefits already paid. This coverage is a good will gesture on the part of the insurance industry and should be considered an important benefit when researching hunting lease insurance.

The AHLA coverage benefit for medical pay is \$5,000.



### Coverage Limits

The industry standard coverage for a master policy is \$1,000,000/\$2,000,000, but what exactly do these numbers mean? Simply stated, coverage with these limits would allow up to \$1 million coverage benefit per occurrence. So, if property damage or bodily injury were to occur due to one incident. This liability coverage would pay no more than \$1 million to settle claims from that particular incident. The \$2 million limit is an aggregate amount or maximum the policy will pay for all incidents or occurrences during the policy period.

### Guest(s) Coverage

Under the AHLA master policy, guests of hunt club members are covered for bodily injury or property damage they may have caused accidentally. They would also be provided coverage from injury or property damage they suffered due to the (non-intentional) actions of a hunt club member or landowner. This is an important coverage for hunters that may want to take a child on an occasional hunt or for any hunt club member that wants to bring a guest. Of course, individual hunt club rules apply, but coverage is afforded to those guests when they are hunting on the listed property.

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# Member To Member Coverage

Can one hunt club member file a claim accusing another hunt club member of causing bodily injury or property damage? You bet they can. In many instances in the South, hunt clubs can have well over 100 members. It is possible for one member to unknowingly and accidentally cause injury to another member. The AHLA master policy covers all members of your hunt club, including from each other. While most policies on the market today offer this type of coverage, it is worth asking before making your purchase.

# Liability From ATV's And Tree Stands

The key word in this coverage is liability. Many companies selling this type of insurance will simply tell you that ATV's and tree stands are covered. To be honest, this is only half true. Remember, this type of insurance is not meant or designed to be health coverage or offer protection against theft. Hunting lease insurance is designed to protect you or your hunt club in the event you cause damage or injury to another person. In the case of ATV's and tree stands, if you are found to be liable for injuries sustained in a fall from a tree stand then coverage would be trigged. However, if your ATV was stolen, this coverage would simply not apply. So, liability that arises from the use of ATVs' and tree stands is certainly covered by the AHLA hunting lease policy!

### Lease Agreement

If we have learned anything over the last eight years, we know that good communication is the key to a successful hunting lease arrangement. When both landowners and hunters can sit down and agree to terms like price, tree stand use, ATV use, camping and etc., it makes everyone's expectations clear from the beginning. A written hunting lease agreement is a vital part of the hunting lease process and simply is crucial to any arrangement involving access to another person's property. The amount charged for access can be zero, but a written agreement will provide everyone with a clear outline of expected behavior. It is also important to remember that a written agreement must be signed for your hunting lease insurance policy. The AHLA provides the use of our custom hunting lease agreement FREE with every insurance policy purchase.



AHLA vs. The Others

# AHLA vs. The Others Hunting Lease Insurance

	AMERICAN HUNTING LEASE ASSOCIATION	TINDA FORMA	NWTF	RIRA,
	\$215 annually	\$366 annually	\$290 annually	\$220 annually
Deductible				
Member-to-member coverage				
No hidden fees			\$35 membership fee	\$30 admin fee
Landowners added for no charge		\$57 for each landowner	\$30 for each landowner	1 included/ +\$25 each after
Landowners are named insureds				
Policy start dates every month		Only August	Only March & July	
Certificates emailed immediately				

<sup>\*</sup>Pricing based on 499 acres and 2 landowners

# Are You Ready For A Hunting Lease?

The following is the first in a five part series of informative articles written for hunters of all experience levels and expectations. From your first thought of a hunting lease to the moment you send an arrow or bullet in his direction, this series will guide you through the entire process of finding, securing and enjoying a quality hunting lease.

# Why Do Hunting Leases Work?

When executed properly, a hunting lease works for everyone involved.

Frankly, that line is the absolute truth about hunting leases. When hunters and landowners share expectations and there are fundamental levels of both courtesy and stewardship, the hunting lease arrangement delivers the goods, every time. No other arrangement provides hunters with access to quality wildlife habitat for a fraction of what it would cost to purchase land of their own or hunt with a guide or outfitter. Traditionally, hunting leases are written for a full year, which means you get full access to your hunting property all year long. The benefits to a lease are obvious: the opportunity to hang cameras, plant food plots, scout the pre-season, shed hunt, mushroom and even hunt other game. All of these give value to the hunting lease arrangement.

And that's just from the hunter's standpoint. As a landowner, the benefits of offering your farm or property for lease are significant. Besides the obvious revenue stream a lease will generate, real world concerns like trespassing, crop damage, safety and game management are all dramatically improved. Landowners familiar with the process agree and nearly always share their experience as a benefit they had not taken full advantage of prior to leasing. But, is a hunting lease right for you? What follows is a conversation about what makes a hunting lease successful and how you can enjoy private land exclusively to pursue the game and memories you thought were out of reach.

Money

Let's jump right in and talk about the one thing that is mentioned most often, money. Any quality recreational activity is going to cost you some of your hard-earned cash. That's just a fact. It is no different than playing on a nice golf course, going to an amusement park or even a movie. The nicer experience you desire, the

more it is likely to cost. Hunting on someone else's land or property is no different. That certainly doesn't mean that you can't find a enjoyable hunting lease in your price range. It just means that you may be looking for a smaller property or maybe you need to look in an area or state with slightly less demand. A fading misconception is that hunting leases are not affordable and/or they are only for the wealthy. Thankfully, devoted hunters across the country are learning the truth about hunting leases and discovering how affordable they can be.

### Case Study: Smoke Eaters Hunt Club

Mark's first hunting lease was nearly 10 years ago. Mark and his friends had just experienced the dreaded phone call that every hunter receives at some point in their hunting lives. His landowner, the grandmother of a friend, called to inform him and the others that she

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had sold her farm and Mark's group would no longer be able to hunt it. To describe this moment as "gut shot" would be an understatement. After battling a minor bout with depression and uncertainty, they vowed to never suffer that kind of pain again. Mark's group of six began to consider a hunting lease. They scoured the internet looking for the right piece of ground at the right price and finally decided to use a professional hunting lease broker. These companies know the ins and outs of leasing and could advise them of their best options. Hunting lease companies are easy to find online, but make sure you are dealing with a reputable company. The surest way to know you can trust a company is to look for the AHLA Certified Associate logo on the company's homepage. (right) Companies displaying this logo, have agreed to a set standard of best practices and can be trusted to serve you professionally.

Within a few days Mark and his buddies were standing on a 205 acre farm in the middle of the best whitetail habitat they had ever seen. Southern Indiana is thick with big deer and turkeys and this farm fit the bill. Mark's group was back in the game. It is important

to mention that before a dime exchanged hands, the group was allowed to walk the entire farm, speak to the landowner and decide for themselves if it fit their needs. Clearly, it was perfect. The cost of that lease was \$4,200. That looked like a pretty big number to a few of the hunters in the group. After all, they reminded Mark they still had to explain this to their wives! But, remember this lease allowed six hunters. Now they were actually looking at \$700 each, for 365 days of exclusive access. That's not just manageable. It's downright doable.

Mark and each of his buddies were firefighters. (wealthy? only for the rich? If there is a more blue collar job in the country, we would like to hear about it!) Each of them figured out that they could pay for their share of the lease AND buy a tree stand or two by working a couple of overtime shifts. Each of them made a small sacrifice of their time to generate the money needed for the hunting experience they have

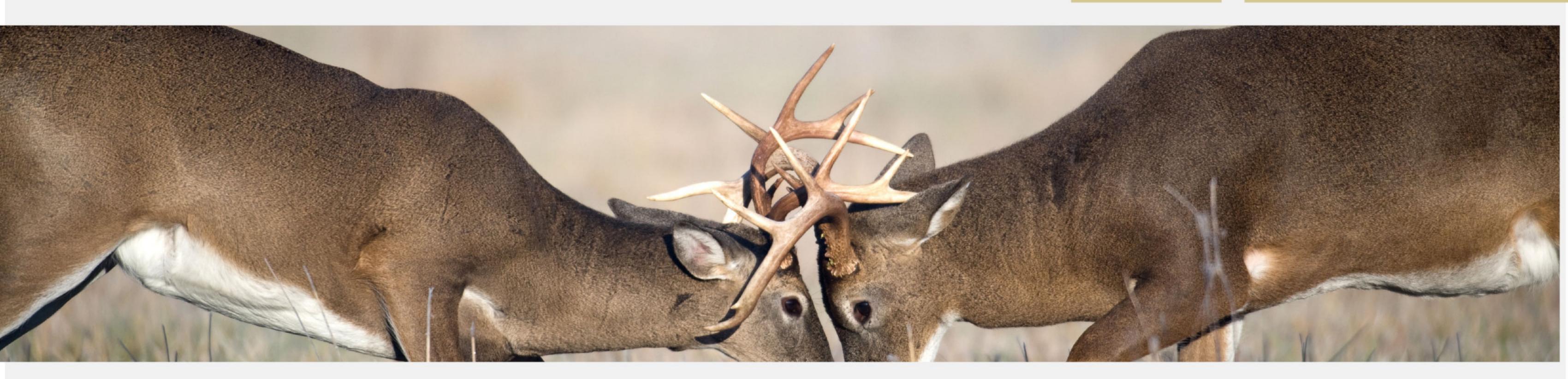
always envisioned. The reward for their sacrifices was a year of hard work, excitement, great hunting and ultimately some of the best times they could remember. They hunted exactly how, when and where they wanted to hunt and had the place all to themselves. The Smoke Eaters Hunt Club held that lease for five years before a couple of guys moved on to other leases with family members.

The financial impact that \$700 can have on a family, especially a young family, cannot be ignored. We were all there once and have vivid memories of harder times. Spending family income is something to be taken seriously. Balancing real world needs and expectations with your passion to hunt is a serious conversation to have with yourself and/or your spouse. However, it is likely that a closer look at disposable income (extra money you don't use for bills, food, gas etc.) may reveal a couple of opportunities to save money and make your hunting dream a reality.



### Expectations

Keeping it real, let's talk about expectations. If you have five buddies in your hunt club and each of you expects to kill a Boone and Crockett buck on your 150 acre lease. You can expect to be disappointed. It's just a reality of hunting and habitat. Five Booners just do not live on the same 150 acre farm anywhere. (But if you know where they might, please email us at info@ahuntinglease.org with the exact GPS coordinates!) A hunting lease is no guarantee that you need to put your taxidermist on speed dial. As a group it is imperative that everyone be on the same page when it comes to expectations. The hunting lease experience can mean different things to different hunters. A meeting to establish these expectations at the beginning will make sure everyone's vision has been shared and understood. This set of expectations will guide you on how large a tract of land you will need, where it might be and what kind of investment you might need to make. Once your group decides on a lease and pays for it, expectations can suddenly skyrocket. You begin to feel pressure to kill a big buck to justify the investment in both time and money. It's simple human nature. As soon as you feel the pressure to be successful, then you start to forget everything you have ever learned about hunting. You will hunt too often, hunt questionable winds and over pressure your lease. You will push every mature deer in the area out and be left wondering what was wrong with the property.



Let Your Expectations Grow Naturally. Begin with the modest expectation that you and your friends are going to spend time hunting with each other and sharing all the great things hunting has to offer. Whether it's harvesting a doe, putting your tag on a 125 inch buck or even helping one of your friends drag the dominant buck out of the woods, these are great times. If luck is on your side and you have a 160 inch show up on a camera or you discover a sign that only a real giant can leave, then let your expectations grow realistically. Start the game of zeroing in on him until you get the opportunity you have worked for. After that it's all on you and that is the best thing about leasing your hunting ground! The ability to make your own decision on 'what' or even 'if' to shoot may be the biggest benefit of a hunting lease.

There is one more set of expectations that must be considered. Those are the expectations of the landowner. The hunter and landowner relationship is the cornerstone of the hunting lease. Whether you used a broker to find your lease or found a landowner on your own, establishing and maintaining a friendly relationship will pay dividends over and over. Prior to securing your lease, your group should be crystal clear on what the landowner expects from this relationship. If you think you will have free reign of the farm because you paid money, you are sadly mistaken. ATVs, screw-in steps, camping, smoking, alcohol, surveyors tape and pruning are just a few of the many questions that need to be asked and agreed upon. Sit down with your landowner over a cup of coffee and make sure you are on the same page from

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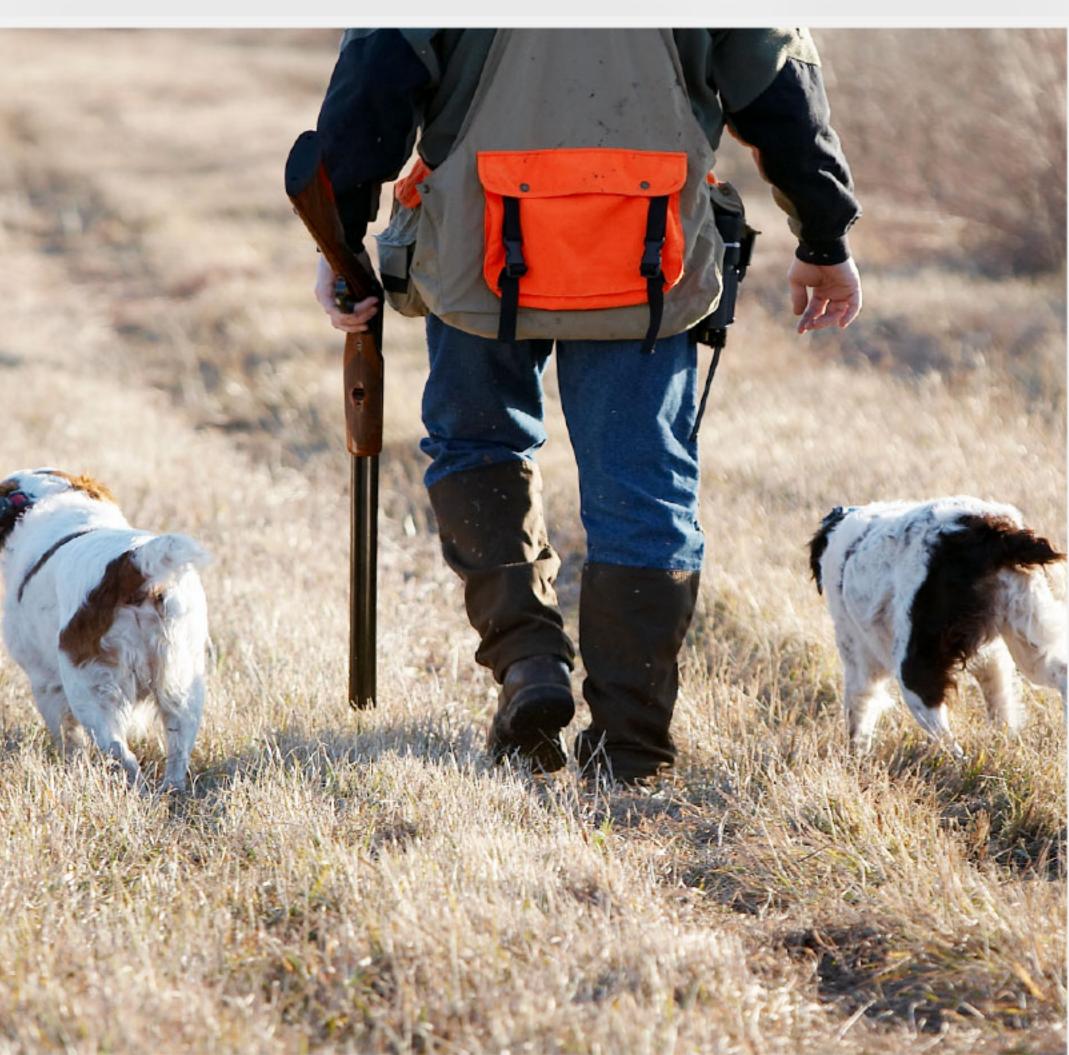
the beginning. Go out of your way to make sure you have cleaned up any sign that you were there (food wrappers, soda cans, used hand warmers etc.) Your landowner will notice this attention to their property and be appreciative enough to have you back year after year. Common courtesy is always the order of the day. By the way, here is an extra little tip. An occasional visit to your landowner to say hello can usually result in a little valuable information. For example, "boy, you should have seen the big deer that came out last night! Seems like I see him about every third night right over there by that white oak tree" Bingo!

Remember this? When executed properly, the hunting lease works for everyone involved.

That sentence defines the AHLA, but how is a hunting lease executed properly? There are two components that absolutely must be included in every hunting lease. The lease agreement (money, number of hunters, game to be hunted etc.) must be written and signed by all parties. It's just good practice and makes the agreement clear to everyone. Additionally, a hunting lease liability policy must be purchased listing the hunting group and the landowner as additional insureds. Hunting is a relatively safe sport, but there is more than enough risk to justify an insurance policy. A hunting lease insurance policy will protect everyone (including every member of the hunt club) against property damage and/or injury caused by another insured. Landowners simply cannot risk losing their considerable assets due to an unforeseen accident. When you use a hunting lease broker these details are usually included or provided for you.

The AHLA is proud to offer both a hunting lease liability policy and a time-tested leasing agreement to its members. Policies start \$215 and protect leases up to 499 acres. Ultimately, the decision to lease or not is yours. Your expectations, your hunting styles and your decision making will determine success. The AHLA offers this article simply as a guideline for you and your hunting group to consider so you get every bit of satisfaction out of your experience.











You have seen the light! You have established your hunting club's expectations, the finances are in order and you are ready to begin wading through the enormous amount of information to find the right hunting lease.

### The Search

Like any search these days, most of us turn to our phone, tablet or laptop and begin our search on the internet. According to search trends, Google is the overwhelming champion of internet searches and is a pretty solid place to start when looking for a hunting lease as well. If you are considering using a professional hunting lease broker, most of them have some type of website that lists their available properties. Unfortunately, the method that Google uses to list and rank these sites can be very complicated and most hunting lease sites just won't rank in a simple search.

Pro tip: Modify your search by making it more specific. Instead of "hunting leases", search for "hunting leases in Breckenridge county Kentucky." The more specific you can be in your search, the easier it is for Google or any search engine to show you the results you really want to see.

The AHLA helps with that by listing those companies that are AHLA Certified Associates on our own site at ahuntinglease.org. There is an extremely high number of "here today, gone tomorrow" companies that you should be aware of. To avoid a potentially bad experience, we stand behind our AHLA Certified Associates as a starting point in any search for a quality hunting lease. Other more traditional methods of searching shouldn't be overlooked.

Local newspaper classified ads can be a real winner. Landowners are routinely the demographic that reads the local paper and that includes the classifieds. A well written ad stating your desires, expectations and little bit about yourself may give the right landowner a reason to call you! Likewise, many landowners now place ads of their own in local papers looking for the right hunting group. Is that you?

### The Inspection

Regardless if you are using a hunting lease broker or looking for a private arrangement with a landowner, it is always a good idea to inspect the property yourself. No professional broker or landowner should expect you to take a lease without making it available to you for an inspection. Take a good long walk around and make notes to look at later. Of course you are going to be looking for deer sign, turkey feathers or wetland areas for ducks, but you aren't there to hunt this time. Using a good mapping app or program will give you an invaluable head start. Print off an aerial and have it with you while walking around the farm (If you have cell service, your phone may be all you need). Instead, look for multiple access points for different wind situations, escape routes, bedding areas that deer might use year after year, water sources and even signs of

other hunters. These are the factors that make a good lease and give you the best chance to enjoy your investment and harvest a mature whitetail (or limit of ducks, or squirrels, you get what we mean). To fully benefit from a hunting lease, you really should plan on having it for a few years and the best way to do that is to start off with a quality property that you can learn and grow on. To determine the type of property you are looking for ask yourself this question.

"How hard do I want to work on this lease to make it enjoyable and successful?"

Your answer to that question should shed some light on the size, terrain and overall "huntability" of the lease you need. As a rule, the larger the tract of land you lease, the more work it will take to hunt. This is true from the time you park the truck and walk in, to the time you start dragging a deer out. We mention it because many of you aren't looking for a nature hike on your way to your stand. Furthermore, hilly or steep ravines can make even a short walk seem like an endurance event. Will you be hunting with a small child or an older "seasoned" hunter that may not be able to get up and down hills? These are all questions that must be asked and answered prior to settling on a lease.

On the other hand, those of you that enjoy spending days preparing for hunting season may well benefit and love hunting on a large tract with multiple stand locations and more opportunities to take full advantage when a Pope and Young buck finally makes a mistake. The chance to spend several days hanging stands and trimming shooting lanes is what many of us like the most about our own lease. This "work" is a passion and we look forward to that time on our lease. Obviously, a larger lease is going to hold more deer and allow you and your group to spread out a little. As always, when you lease hunting rights you can make those decisions and decide when and how you hunt. Leasing access can be the best decision you ever make as a hunter. Do your best to find a farm that everyone in your club can enjoy. Remember some in your group may just want to see a lot of deer, while others may want to hike deep in and set up to kill a giant. The right lease is out there, it's just going to take a little time on a laptop and some comfortable hiking boots to find it.



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# The Rut Is Over. Where Did The Deer Go?

Well, to this point we have certainly covered the how to's, the where to's and the why to's of your new hunting lease. Sadly, now the rut and most of the movement has really turned off, where did all of your deer go?

Don't worry, they are still there. After two months of pressure, which ramped up considerably during gun season, they are just learning how to avoid you. It's difficult for many hunters to buy this, but the fact is they know when you get there and they know when you leave. Sounds like the truck pulling in, the truck door slamming (Our #1 biggest problem with hunting partners), loud talking as you dress and then the disturbance of someone walking through their living room and climbing a tree is enough for them to seek a quiet place. Also, if you are still using your trail cameras and still seeing sign, you will notice they are still there, they have simply adjusted and are moving exclusively at night. You can sit all day if you want to, but we don't recommend it.

Deer really only have one daily need and that is to eat. Post rut bucks are simply beat down, wore out from fighting, running and breeding. They absolutely must have food, a lot of it, to restore depleted nutrition and survive the winter. So what can you do on your lease to have any chance of killing a good buck or even a doe now? Find the food.



Now you are going to need some help from Mother Nature. As we write this (December 3) it is 50 degrees and has been for the entire season and looks like it might stay this way at least through Christmas. To say the hunting was tough is an understatement, but now the puzzle gets a little simpler, not easy just simpler. Don't count on the "second rut" being much. It may trickle in a little and you might well get lucky and catch a buck out looking for that last doe. What you will need is a day or two of single digit temperatures. We are talking some flat out bitter weather that makes lying in bed all day impossible for an animal that lives outdoors.

These temperatures will get the deer moving a little more and give you a better chance for hanging your tag on a big, love starved buck. If your lease has a food source like corn or acorns (both high in carbohydrates), or even a cut bean field, set up downwind of the trail you first hung your stand on and wait them out. Remember they are still wary of you and may come in a little skiddish and likely just before last light in the evening. So when the temps get so low you think nothing will move, you need to be in the woods for that last hour of daylight.

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Your Hunting Lease Resource

Do You Have Trespassers?

Do You Allow Others On Your Property?

# Join Our Vacant Land Insurance Program

- Zero deductible
- \$1,000,000 Per Occurrence
- \$2,000,000 Aggregate
- "7 Step Guide For Landowners: Improving Safety on Your Property" (PDF version)
- No Trespassing Signs (12 signs included)
- American Hunting Lease Association Membership
- Custom-Created Liability Waiver (use is optional)
- Next Day Coverage
- Insurance Certificates Emailed Within 24 Hours After Purchase

Starting at \$225

Up to 750 Acres

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Thank you for downloading our "Front Porch Kit." This should be the only resource you ever need moving forward when approaching a landowner for permission to hunt on their property. The "Front Porch Kit" is a tool that will put you above any other hunter that comes knocking on the door of a landowner.

We appreciate you downloading 'The Secret To Accessing Private Land' and are glad to equip you with the "Front Porch Kit".

The AHLA understands that leasing land for hunting is not for everyone, but being smart and protecting yourself and your landowner is. The AHLA has created this FREE tool for you that no other organization has ever created! The "Front Porch Kit" shows landowners you are willing to provide protection for both parties (landowner and hunters) with a hunting liability insurance policy. You can show this protection by printing off the "Front Porch Kit", which includes a sample Certificate of Liability Insurance. The Certificate of Liability Insurance will show that both parties are included as 'named insured' on the policy.

The kit also includes a sample customizable lease agreement with a signature page which you will receive FREE with an AHLA policy. The customizable lease agreement will allow you and the landowner to agree on set terms and conditions for the property and will include signatures of the landowner and all members of your hunt club. This clear communication and documentation is vital to the success of your relationship.

We have also included in the Front Porch Kit an informational brochure that explains the AHLA program and answer any questions the landowner might have about us.

As always, Good Luck and Hunt Safe.



### HUNTING LICENSE AND INDEMNITY AGREEMENT

This Hunting License and Indemnity Agreement ("Agreement") is made and entered into as of the **10 of February**, **2017**, by and between **Joe Farmer** (Landowner) as "Licensor" and the following individual or group of individuals **Hunter Smith** (Hunter or Hunt Club) singularly or collectively referred to as "Licensee".

#### WITNESSETH

Subject to the terms and conditions set forth in this Agreement, Licensor does hereby grant to Licensee the exclusive (or non-exclusive) license and right to use the Burdened Premises, ("Premises") for recreational, non-commercial hunting of only the following game species with the following weapons:

All game species with all legal firearm and archery equipment for the state of Missouri, as may be found upon and harvested from the following License Area:

#### Legal description of property inserted here (i.e 225 Acres in Adams county, Ohio).

Licensee's rights hereunder shall constitute a mere license and shall not be construed as a grant, sale, transfer, lease, profit à prendre, or other disposition of any interest in the Premises. Licensee's exercise of any rights hereunder is permissive only and in no sense adverse to the title, ownership and possession of the Premises by Licensor. 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 Premises for the activities described herein, and notwithstanding anything contained herein to the contrary, the Licensee has no other rights to the use of the "Premises".

#### Section I - Agreement

- 1. The initial term of this Agreement shall be for a period from February, 10, 2017 to February, 10 2018.
- 2. The Licensee agrees:
  - 1. To pay Licensor the sum of \$ 3200 as consideration for the use of the Premises for the initial term. If Licensee desires to renew, at Licensor's discretion, the license for an additional one (1) year term, Licensee shall notify Licensor in writing at least thirty (30) days prior to the expiration of the initial term. Licensee shall pay sum of annual license to Licensor not later than two weeks prior to the expiration of the current term. Failure to pay such sum within the time constraints herein imposed releases the Licensor from performance of this License and Licensor may license the whole or any part of the Premises without recourse from the Licensee.
  - 2. To not sublicense the Premises, nor shall Licensee grant permission to anyone who is not a party to this Agreement or a member of the Hunting Group to hunt or otherwise use the Premises. For purposes of this Agreement, the Hunting Group shall be defined as the Licensee, which can consist of up to 6 (# of hunters) individuals.
  - 3. To abide by any and all State, Federal and local hunting regulations, including any quotas prescribed by Licensor. Failure to follow said regulations, by Licensee or other member of the Hunting Group may, at Licensor's option, cause immediate cancellation of the Agreement as to that Licensee or to all Licensees (at Licensor's sole discretion) and without refund of all fees paid.
  - 4. To maintain proper safety procedures regarding firearms, including but not limited to, ensuring that all firearms are unloaded while in vehicles and in vicinity of all buildings.
  - 5. To maintain proper vigilance aimed at preventing fires or damage by other means to the Premises, and to immediately report any wildfires that may occur on the Premises to Licensor.

- 6. To ensure that vehicles are driven only on established roads and that all gates are left as originally found.
- 7. To maintain a no hunting or shooting zone within 100 yards of any occupied building and around all other designated areas. Local or state minimum regulated distances will supersede this distance if more than 100 yards.
- 8. To remove all personal property or structures placed or constructed by Licensee upon the Premises at termination of this Agreement unless the Licensor has provided prior written consent to leave any or all such property. Personal property and/or structures shall become possession of the licensor at the end of the term of this agreement. Nothing in this paragraph shall be construed as granting Licensee the right to place or construct any structure on the Premises.
- 9. To repair any damage caused to the Premises and to return the Premises to the Licensor in the same condition that existed upon commencement of the Agreement. Any clearing of underbrush must be done in a manner so as not to damage any trees or crops that have been planted.
- 10. To in no way hinder farming or damage crop production.
- 11. To not enter upon any neighboring land or hunt on any land not described herein.
- 12. To keep the Premises free of litter at all times.
- 13. That all property of every nature and description that may be on the premises during the continuance of this license shall be at the sole risk of the licensee. Licensor shall not be liable to licensee or any other person for injury, loss or damage to any person or property on the premises.
- 3. Licensor hereby agrees:
  - 1. To provide the Licensee with hunting rights on the Premises during the term of this Agreement, subject to the conditions and restrictions provided herein.
  - 2. To not license to or give any other individual(s) permission to access for recreation, occupy for recreation, or use for recreation purposes, or hunt on the Premises during the term of this Agreement. This does not restrict the licensor or the licensor's agent from farming, harvesting timber or firewood, conducting mineral exploration, or general maintenance of the Premises.
- 4. The Licensee has chosen of his or her own free will to go hunting on the Premises, and realizes there are inherent dangers from the sport of hunting, including but not limited to, danger from other hunters, 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), and the risk of such injury or damage caused by other hunters. 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.
- 5. Licensor shall have no obligation to prevent trespassing, including poaching on the premises and assumes no responsibility for the acts of any third parties thereon. Licensee shall have the right at its sole risk and expense to post the premises and (subject to the reserved rights of the licensor) exclude trespassers.
- 6. 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

#### Section II - Release and Indemnification

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

- 1. It is understood that the Premises consists of mostly undeveloped and untamed land, and the Licensee has had an opportunity to inspect the Premises and accepts the Premises 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, 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, Licensor's Agent or their agents, officers, directors, employees, assignees and heirs.
- 2. That although Licensor may have a greater knowledge of the Premises than Licensee, that it is impracticable and virtually impossible for Licensor to list and/or to physically show Licensee each and every potential hazard on the Premises and Licensee enters onto said Premises despite same and at

- Licensee's own risk and without liability to Licensor, Licensor's Agent or their agents, officers, directors, employees, assignees and heirs.
- 3. To forever release, defend, indemnify, and hold harmless Licensor and Licensor's Agent, their agents, officers, directors, employees, assigns and heirs, from and against any and all liability, claims, fines, settlements, damages, demands, suits or causes of action of whatsoever nature, including but not limited to reasonable attorney's fees, arising out of bodily injury to, illness or death of any person, including Licensee or other member of the Hunting Group, damage to property of any person, legal entity, or third party, in any occurrence incident to or arising out of or relating to this Agreement or any activities occurring upon the Premises, whether by Licensee or otherwise; the performance or non-performance by Licensee of its obligations hereunder; a breach of any term, provision or warranty contained in this Agreement; or any violation of any laws, regulations or ordinances related to Licensee's obligations or performance hereunder.

#### Section III - Miscellaneous

- 1. 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.
- 2. 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.
- 3. 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.
- 4. 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.
- 5. The titles to the paragraphs of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.
- 6. 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.
- 7. 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.
- 8. 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.
- 9. 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.
- 10. This Agreement shall be construed under and in accordance with the laws of the state in which a majority of the Premises is located.
- 11. Additional Terms and Conditions mutually agreed upon include: (add any special or unique terms here)

ATV use for stand/blind placement and game retrieval only.

[SIGNATURE PAGE TO FOLLOW]

#### SIGNATURE PAGE TO HUNTING LICENSE AND INDEMNITY AGREEMENT

The undersigned Licensee acknowledges that he or she has read this entire Agreement, including the release and indemnification provisions, and has had ample opportunity to review this Agreement with an attorney, and is signing this Agreement voluntarily, without duress, and by signature hereby accepts and agrees, jointly and severally, to all of the provisions of this Agreement contained herein.

Licensee (Hunter) (No more than #) (print additional page if more than 6 Licensees/Hunters)

Ci an a d		Signed	
Signed			
Printed	Member First name Last name	Printed	
Address	Member Address	Address	
Address	Member City, State Zip	Address	
Email	Member Email	Email	
Phone	Member Phone	Phone	
Date		Date	
Signed		Signed	
Printed		Printed	
Address		Address	
Address		Address	
Email		Email	
Phone		Phone	
Date		Date	
Signed		Signed	
Printed		Printed	
Address		Address	
Address		Address	
Email		Email	
Phone		Phone	
Date		Date	
Licensor (	(Landowner)		
Signed		Signed	
Printed		Printed	
Address		Address	
Address		Address	
Email		Email	
Phone		Phone	
Date		Date	

Standard 5.14



10412 Allisonville Road, Suite 110 Fishers, IN 46038









# PROTECTING WHAT YOU LOVE

"It is extremely important to protect your hunting club and landowners, the AHLA is the most economical and pain free way to do that!"

- Paul Davis

"The first time I've ever had to get insurance on a lease, and boy did your staff make it simple and top notch. It helped me land a great lease.

Thanks for all that you do!!!"

- Daniel, Virginia

# Here For You

That's right. We are <u>your</u> American Hunting Lease Association and you can bet we take your passion for all things hunting related as serious as you do. Whether you are chasing whitetails, calling in a stubborn tom or huddled in a duck blind, the hunting lease concept has become the most popular method for securing private land across our country. We believe the hunting lease is the tool used by responsible stewards to preserve quality habitat and to provide safe, ethical hunting opportunities.

As your partners, we are committed to the simple truth that a healthy relationship between the landowner and the hunter(s) is the cornerstone of a successful hunting lease. Like any good relationship, clear communication from the beginning will assure everyone's expectations are clear.

No other organization works harder to improve your hunting lease experience. *That's a promise.* Just take a look at a few of the tools we offer to help you improve your hunting lease.

- LEASESPOTTER: (FREE) Our new listing service provides landowners a simple process to list their farms/properties
  on our website, and allows hunters from across the country to search for their next lease.
- HUNTING LEASE LIABILITY INSURANCE: Our winning combination of liability insurance, affordable
  pricing and next day coverage is the reason hunters and landowners are turning to the AHLA.
- CUSTOM LEASE AGREEMENT (\$25): Our hunting lease contract sets the standard for the entire
  industry. You can customize our contract to fit your specific needs and print it in minutes. Our agreement is <u>FREE</u> with policy
  purchase.
- EXPERT GUIDANCE: Our years of experience in the industry have allowed us to create a library of informative articles, videos and presentations. Maybe even a laugh or two! (ahuntinglease.org/blog)

We genuinely want to provide you with the guidance and tools you need to make your hunting lease experience worthwhile. If there is anything our team can help you with or provide for you, please never hesitate to call or email.

As always, good luck and hunt safe!

Sean Ferbrache

Chief Operating Officer, AHLA

Sear Joliach

starting at \$\\$215\$
up to 499 acres

# Liability Protection

- \$1,000,000 per occurrence
- \$2,000,000 aggregate
- Covers every member of the club listed on the agreement
- Member-to-Member Coverage
- Guest Liability Coverage
- \$100,000 Fire Damage Liability
- \$5,000 Medical Expenses
- Liability from tree stands and ATVs for hunting is covered
- No Deductible

The American Hunting Lease Association has developed a state-of-the-art Hunting Lease Risk Management Program. We combined great hunting lease liability insurance, a simple and fast process, with a fully customizable hunting lease agreement to make your hunting lease experience worry free. Our program was designed to protect both the landowner & the hunters, so it can be purchased by either party.

We offer two master policies, one starting on March 1 and another starting on August 1. Regardless of when you secure your lease, we have a policy that will provide you with great value and the best coverage you can find!

# Count On Us



We also realize the importance of sustaining our hunting heritage and the impact that paying it forward will have on our children's ability to enjoy an outdoor lifestyle. That is why we have proudly created the American Hunting Lease Foundation. Sales of hunting licenses across the US are declining, which only means fewer hunters to carry and pass the torch on to the next generation.

Our foundation's mission will be to introduce new hunters, both young and old, to the hunting/outdoors lifestyle and to support the conservation efforts of our members. We simply cannot allow the future of hunting to be left to chance. Together, we will move the needle in the right direction and secure a future the next generation can enjoy.



AHLA's LeaseSpotter is the right choice for landowners and hunters! ahuntir

FRF

ahuntinglease.org/leasespotter

The American Hunting Lease Association is proud to provide the only FREE hunting lease listing service that provides every tool you need to enjoy a safe,ethical and affordable hunting lease experience. Our LeaseSpotter serves as a simple conduit to connect hunters with landowners that want to lease their farms or property.

LANDOWNERS

Use our quick listing process and marketing expertise to create a professional listing that will attract the right hunters for your property. Our quick 10 minute process will walk you through the creation of your listing, so hunters can easily understand your requirements and make the decision to contact you for more information.

### HUNTERS

We have perfected the process of putting you on the hunting lease of your dreams! Whether you are putting the trophy of a lifetime on your wall or filling your freezer. *No monthly membership fees. No processing fees. No locator fees.* We exist to make finding your next hunting lease easy and affordable!

# Guides & Outfitters Liability Insurance

Professional hunting and fishing guides across the U.S. finally have an affordable option for their liability coverage. The American Hunting Lease Association has introduced an industry rattling program specifically built for the hard-working guides and outfitters that take Americans hunting and fishing.

We believe reducing operating costs for guides and outfitters directly correlates to more hunters in the field and that is a win-win.

The AHLA program offers comprehensive coverage against liability for as little as \$595 (up to 50k in estimated revenue) and beyond for larger operations.

### www.ahuntinglease.org/guides-and-outfitters

Using the same master policy approach we use for hunting lease programs, we are able to offer Professional Guides and Outfitters lower rates than traditional custom written policies, while maintaining the same important coverage limits.

# Landowner and Hunt Club Checklists

The American Hunting Lease Association is committed to creating a simple and direct path to a successful hunting lease. We know better than anyone what that takes and we are happy to provide you with the tools you need to make a hunting lease mutually beneficial to everyone involved. Creating a healthy relationship between landowners and hunters is vital to the success of your hunting lease. We all know that a healthy relationship starts with clear communication. Use the checklists below to make sure you have addressed each of these important items.

Landowners and hunters agree, completing these checklists has made their hunting lease experience smoother and more enjoyable!

# Landowner Checklist ☐ Physically inspect your property ☐ Identify hazardous conditions and remove where possible ☐ Mark boundaries of property with tape/paint so they are clear to hunters Dest property with 'No Trespassing' signs ☐ Market your property using AHLA guidance (description, pictures, parameters) ☐ Meet with prospective hunters to answer questions and convey your expectations Create a legal hunting lease agreement that is clear and agreeable to all parties ☐ Purchase a hunting lease liability insurance to protect you, your assets and the hunters Enjoy the peace of mind a properly executed hunting lease brings you and your family

# Hunt Club Checklist ☐ Meet with your hunt club (hunting partners) to establish expectations before you lease ☐ Set a budget and stick to it ☐ Physically inspect/walk any potential property or farm. Aerial images are good, but can change dramatically over time ☐ Meet/speak with your landowner. Do you plow after harvest? Can we camp on your farm? Etc Create a legal hunting lease agreement. (Free with hunting lease liability insurance purchase at ahuntinglease.org) ☐ Purchase hunting lease liability insurance. The easiest and most affordable way to protect your hunt club members and your landowners! (starts at \$215 for up to 499 acres) Congratulations! You can now hunt private land and have control of how, when and where to hunt!

