



## HUNTING/FISHING LEASE

**PARTIES:** This Hunting Lease Agreement (“Lease”) is entered into this 5<sup>th</sup> day of November, 2020 between LandRenterLLC a Delaware limited liability company and (hereinafter referred To As “LANDRENTER”), as an authorized representative of the property owner (“Landowner”), and John Doe (“Lessee”, whether one or more).

### PRELIMINARY STATEMENT

LandRenter has entered into an agreement with the Landowner for the Property described below authorizing LandRenter to enter into this Lease as a representative of the Landowner.

### TERMS AND CONDITIONS

This Lease is subject to the following terms and conditions:

**PROPERTY:** LandRenter will conduct an absolute, no reserve, Hunting Lease Auction for the privilege right to hunt or fish on the property in Nance County, Nebraska, and more particularly described as follows (the “Property”):

E ½ Section 22, T17N, R5W of the 6<sup>th</sup> P.M. Nance County, Nebraska

Lessee acknowledges due to errors in public records and land data, the actual number of acres included in the Property may vary slightly from the Property description. In such case, Lessee agrees its sole remedy under this Lease is to accept a partial refund of its lease payment equal to the difference in acreage between the number of acres stated in the description of the Property and the actual numbers

#### *Exclusions*

Property specifically excluded from the provisions of this Lease: (none unless specified)

Under no circumstances shall Lessee's rights in the Property exceed those rights granted by LandRenter. The privilege granted under this Lease are expressly subject to any and all existing easements, mortgages, reservations, liens, right-of-way, contracts, leases (including

without limitation, farming, grazing, oil, gas and mineral leases) and any encumbrances impacting the Property. To the extent this Lease conflicts with such rights, this Lease shall be subordinate there to those rights granted by LandRenter to Lessee shall be awarded accordingly without further recourse. In no event will Lessee attempt to circumvent such agreements or rights, and Lessee further agrees any attempt to circumvent such agreements shall be considered a breach of contract and shall immediately result in cancellation of this Lease and all of Lessee's rights hereunder.

**CONTACT PERSON FOR PROPERTY BOUNDARIES OR DIRECTIONS:**

**TERM:** This Lease shall take effect on (November 8<sup>th</sup> 2020), and shall terminate, without written notice being required by Landowner or LandRenter on (January 31<sup>st</sup> 2021). Lessee shall not be allowed access to the Property, or any portion thereof outside the dates set forth above.

Notwithstanding anything herein to the contrary, this Lease shall not be effective until all rent has been paid in full and acceptable liability insurance is in effect. LandRenter must sign and date the Lease upon acceptance in order for the Lease to be valid, which date shall dictate when the Lease will become effective herein (Effective Date)

In the event that Lessee fails to surrender access to the Property at the end of the term, or fails to remove any of Lessee's personal property, including, but not limited to tree stands, blinds, or other hunting or fishing materials, supplies or accommodations, Lessee agrees to pay additional rent in the amount of \$200 per day, until the Property is fully vacated and the personal property is removed from the Property.

**PERMITTED USES:** Lessee shall be permitted to hunt or take only the species listed below upon the Property (check those which apply):

**ALL LEGAL GAME**

No other hunting, fishing, recreational or other use of the Property by Lessee shall be permitted

**RENT:** Rent for said hunting privileges shall be \_\_\_\_\_ paid in advance at the signing of this lease

**THIS AMOUNT DOES NOT INCLUDE THE COST OF THE LIABILITY INSURANCE.**

Full payment of the Lease rent is due and payable in advance upon return of this signed Lease to LandRenter. Lessee agrees to pay a service charge of \$25 for any returned or insufficient funds check.

## **USE OF THE PREMISES:**

### *Subleasing and/or Assignment*

Unless otherwise agreed in advance, in writing, between the parties, the Property is to be hunted or fished only by the Lessee and the Lessee's specifically authorized guests. Lessee agrees not to assign or sublease its rights under this Lease, or to allow other persons to hunt or fish upon the Property.

### *Authorized Guests*

LANDRENTERLANDRENTER Lessee shall provide the names of all authorized guests allowed to hunt, fish, or otherwise use the Property prior to such guest's use of the Property. Lessee shall accompany all guests on the Property at all times. LandRenter is authorized to limit in this lease persons that may be present on the Property at any time. Lessee and Lessee's guests shall be subject to and shall comply with (1) the terms, conditions, rules and regulations of this Lease, and (2) the "*Property Access Liability Waiver*" attached hereto and incorporated herein as Exhibit A, and it is Lessee's obligation to notify all guests thereof. Lessee shall be responsible for Lessee's guests while they are on the Property including, without limitation, being responsible for any injury, liability or damage which may be experienced by or caused by Lessee's guests.

### *Access*

LandRenter or LandRenter's staff shall have access to the Property at all reasonable times for normal maintenance and repairs, to inspect the Property, or to verify compliance with the provisions of this Lease or applicable laws.

### *Use of the Property*

The Property may be used for lawful hunting and fishing activities only. Lessee warrants on Lessee's behalf and on behalf of Lessee's guests, that they are thoroughly knowledgeable of all applicable hunting, fishing, game and land use laws and regulations, and that all such laws and regulations will be strictly adhered to at all times. Any violation or alleged violation of any applicable wildlife law by Lessee or any of Lessee's guests while on the Property shall, at LandRenters option, result in the immediate termination of hunting privileges and cancellation of this Lease without refund. Lessee and Lessee's guests agree not to (1) shoot firearms in the direction of any house, building, improvements, or across or over fences surrounding the Property, or (2) trespass on any adjacent property to recover game or for any other reason without the prior consent of the owner of such property.

Under no circumstances shall the Property be used for any unlawful purpose, nor shall any unlawful activities be conducted on the Property. The use of alcohol or drugs on the Property is strictly prohibited. Lessee's use and occupancy of the Property shall not directly or indirectly conflict with any applicable environmental law or regulation, nor shall Lessee perform any act which may result in environmental, natural resource, or other liability for LandRenter.

Lessee agrees to occupy the Property so as not to interfere with any activities of Landowner or other authorized users, including, but not limited to farmland, pasture, residential tenants.

Lessee shall not disturb, harass, shoot or otherwise harm any livestock on or adjacent to the Property.

Lessee shall not alter or remove any existing fences, buildings or structures (including dams, terraces or waterways on the Property), or cut down, trim, damage or destroy any growing crops, timber, trees, brush or thickets without the prior written approval of LandRenter. Unless authorized in advance by LandRenter. Lessee shall not be permitted to enter, occupy, or make use of any buildings or structures on the Property.

Lessee shall immediately report to LandRenter or LandRenter's agent any event or occurrence in connection with its use of the Property that is inconsistent with this Lease.

### *Identification*

Lessee must carry ID at all times while hunting properties. *Improvements*

Lessee shall not construct any improvement, permanent blind, stand, cover or other structure on the Property without LandRenter prior written consent. If LandRenter grants such consent, Lessee shall not damage the Property, including damaging any trees, in connection with installing any such improvement. Upon termination of this Lease, Lessee shall promptly remove all of Lessee's improvements without damaging the Property.

**ACCESS:** Lessee shall access the Property by available roads and rights-of-way which may be specified on publicly available maps, unless specific instructions for accessing the Property are provided by LandRenter. Lessee's vehicles shall be driven only on established roads while on the Property. Lessee's access will be for the hunting and fishing access only. Lessee acknowledges that other parties may have approved access to the Property for farming practices or to use the Property for other resources.

Lessee's use of this Property for hunting and fishing rights is: **EXCLUSIVE**

Lessee shall not block the access roads, trails or paths and shall use the same in a manner that will not interfere with the use of the Property or adjoining premises by the Landowner or other authorized lessees or users.

Lessee shall leave all gates as found (opened or closed) after entering or leaving the Property. If locks are utilized, Lessee shall return the key or keys to LandRenter at the end of the term or at such other time or times as agreed to by LandRenter and Lessee. Lessee will not install or use its own locks on the Property or any access thereto unless instructed to do so by LandRenter and owner or its agent.

**CONDITION OF THE PROPERTY:** LandRenter expressly disclaims any warranty of fitness for a particular purpose or merchantability with respect to the Property. Prior to entering into this Lease, Lessee has carefully inspected the Property to Lessee's satisfaction, and has found the Property to be suitable for Lessee's intended hunting and fishing activities. Lessee accepts the Property in its present "AS IS" condition, with all faults, dangerous conditions and attributes, whether known to LandRenter or Landowner and/or Lessee or not. LandRenter makes no representation or warranty that any game, fish or fowl are or will be present on the Property during the term of this Lease.

Lessee agrees to maintain the Property in its current or better condition during the entire term of the Lease, ordinary wear and tear excepted. Lessee agrees not to create, or allow the creation of any nuisance, or to allow any waste, injury or destruction of or to the Property. Lessee also agrees to maintain the general appearance of the Property, and to keep the Property completely free of garbage, debris, trash, refuse, and all other unsightly or objectionable articles. No mobile homes, trailers, trucks, buses or vehicles of any type are to be left on the Property. Prior to the end of the term of this Lease, Lessee agrees to repair any damage caused to the Property (including, without limitation, filling any pits or holes made upon the Property) and to restore the Property to the condition that it was in at the commencement of the Lease, ordinary wear and tear excepted, all at Lessee's sole cost and expense.

None of Lessee's or Lessee's guests' activities shall damage the Property, damage any personal property on the Property, or render the Property less suitable for any of its proper uses, including, but not limited to, agriculture.

**INSURANCE:** Lessee must acquire, at Lessee's cost, liability insurance covering Lessee's use of the Property for hunting and fishing purposes through the period of the lease. Proof of insurance must be given to LandRenter prior to the lease becoming active. Master Policy with limits of \$1,000,000 per occurrence and a \$2,000,000 aggregate including a \$50,000 limit for property damage to others and must maintain such coverage during the term of the Lease. Landowner, and LandRenter shall be named as additional insureds under said policy.

Liability insurance does not cover damage to buildings or structures located on the Property nor does it cover loss or damage to Lessee's personal property. Additional coverage may be needed to protect these items as Lessee sees fit. It is Lessee's obligation to contact its insurance provider if Lessee has questions about additional coverage. LANDRENTER and Landowner are not responsible for damages to or damages caused by, any personal property of Lessee left on the Property, including, but in no way limited to, items such as tree stands, trail cameras, blinds, feeders, ATV's, vehicles, etc.

**RELEASE: INDEMNIFICATION AND ACKNOWLEDGEMENT:**

*Lessee acknowledges and understands (i) that hunting and/or fishing can be Dangerous activities and that there may be hidden hazards and dangers on the Property could result in injury or death to Lessee or Lessee's guests; (ii) that no warranty, either expressed or implied, is made by LandRenter, or Landowner as to the condition of the Property or as to any roads, buildings, gates or other improvements Located thereon; (iii) that Lessee has chosen of Lessee's own free will to go hunting and/or fishing on the Property; (iv) that Lessee's presence and activities on the property expose Lessee, Lessee's guests and Lessee's property to dangerous conditions, risks and hazards, including, but not limited to: fences, wires, blinds, and stands, whether or not erected by Landowner; trees, brush; wells; swamps; deep water; erosion, holes, and general conditions of the land, both on and off roadways, creating rough, hazardous and dangerous driving and walking conditions; harmful plants; animals (both wild and domestic), snakes, insects, bees, bats, and spiders that may be diseased, poisonous, or otherwise dangerous; being near other hunters or other persons who have firearms in their possession, both on or off the Property; unauthorized careless persons on the Property; the inherent danger or injury or death from the use of firearms, knives, axes, and arrows, whether owned or borrowed from others; getting into and out of tree stands; inclement weather conditions; and the use of vehicles and ATV's. This Lease is sufficient warning to Lessee that dangerous conditions, risks and hazards exist on the Property and that Lessee, on Lessee's own behalf and on behalf of Lessee's guests, hereby expressly assumes all such dangers, risks and hazards. Lessee agrees at all times while on the Property to use extreme caution and due care in protecting himself or herself, all guests, and all property from accident, bodily injury and property damage which may result from such risks; including, without limitation, exercising prudent and reasonable precautions such as wearing helmets when riding ATV's and using appropriate safety harnesses when utilizing tree stands on the Property. Lessee, on Lessee's own behalf and on behalf of Lessee's guests, assumes all the foregoing risks and liability as Lessee's own responsibility, without recourse against Landowner, LANDRENTER, or their respective agents, directors, officers, affiliates and assignees.*

*Lessee acknowledges that although Landowner may have a greater knowledge of the Property than Lessee, that it is impractical and impossible for LandRenter or Landowner to list and/or to physically show Lessee each and every possible hazard on the Property, and that Lessee enters onto the Property despite same and at Lessee's own risk and without any liability on the part of Landowner ,or LandRenter, or their respective agents, directors, officers, affiliates and assignees.*

*In consideration for the right to enter and use the Property as provided in this Lease, Lessee hereby releases and agrees to protect, defend, indemnify and hold harmless LandRenter, and Landowner and their respective heirs, agents, members, officers,*

*directors, representatives, employees, affiliates, successors and assigns from and against any and all liability, claims, demands, causes of action and damages, including attorney's fees, resulting directly or indirectly from any accident, incident or occurrence arising out of, incidental, to or in any way resulting from Lessee's or Lessee's guests' occupancy or use of the Property or any improvements thereon, or during any travel to or from the Property, whether or not caused by negligence or gross negligence of LandRenter, and/or Landowner. Lessee hereby further covenants and agrees that Lessee, Lessee's heir's, successors, assigns, guests and invitees hereby waive and agree not make any claim or institute any related suit or action at law or in equity against LandRenter, and/or Landowner or their respective heirs, agents, members, officers, directors, representatives, employees, affiliates, successor or assigns relating directly or indirectly to Lessee's or Lessee's guests' occupancy or use of the Property or any improvements thereon, or relating any travel to or from the Property.*

**CASUALTY LOSS:** If, prior to commencement of the term of this Lease, the Property is destroyed or severely damaged by fire, flood, casualty, natural disaster or other act of God, rendering it unsuitable for the use intended herein, either party may terminate this Lease upon five (5) days advance written notice, and any prepaid rent shall be returned to the Lessee. LandRenter shall not be responsible for any loss of the Property or Lessee's inability to use the Property due to adverse weather, other casualty losses or acts of God occurring during the term of this Lease.

**NOTICES:** Any Notice required to be provided to a party to this Lease shall be in writing and personally delivered, sent by regular U.S. mail, postage prepaid, or delivered by national overnight courier (e.g., Federal Express, UPS, Airborne) to the following address, or such other address as each party may, from time to time instruct the other party in writing:

To: LandRenter  
4860 33<sup>rd</sup> Ave.  
Columbus NE 68601

To: Respective new tenant

Written notice shall be deemed to be received when actually received or served, or if mailed, three (3) working days after depositing the same in an appropriate facility of and for the United States Postal Service, and in the case of courier service, as of the date of delivery to the intended recipient as shown on the courier's records. Delivery shall be deemed to have been made if the Postal Service or courier was not able to deliver due to change of address for which no notice was given.

**DEFAULT:** In the event Lessee should default in the performance of any of the terms and conditions of this Lease, LandRenter may, with five (5) days written notice, in addition to any other remedies allowed by Law: (i) re-enter the Property, (ii) eject Lessee from the Property, (iii) relet the Property for the benefit of Lessee and obtain rent directly from any new tenants resulting from such reletting, (iv) terminate the Lease, (v) sue Lessee for any deficiency in the payment of rent and/or for any injury or damage sustained by Landowner, (vi) retain Lessee's security deposit in an amount to compensate Landowner for the breach, and/or (vii) resort to self-help and change locks, remove Lessee from the Property, and deprive Lessee of access to the Property by any other means. In the event either LandRenter or Lessee files any suit or other legal proceeding against the other to compel compliance with any term(s) of this Lease, to prevent or stop a breach of this Lease, to obtain a judicial interpretation of the terms of the Lease, or for any other reason, the prevailing party in such suit or proceeding shall be entitled, in addition to its damages and costs of suit, reasonable legal fees as determined by the court.

A default or breach of a term or condition of this Lease by Lessee or Lessee's guests or invitees shall constitute a default or breach of this Lease by all Lessees.

Any suit, action or legal proceeding arising under this Lease shall be maintained in the County and State where the Property is located. This Lease, and all rights and obligations hereunder, shall be construed and enforced in accordance with the laws of the State of Nebraska.

**MISCELLANEOUS:** The parties agree to the following additional provisions:

(a) Upon termination of this Lease, or at such other time or times that LandRenter may reasonably request, Lessee shall provide LandRenter with a written harvest report listing the number, sex, and type of each species taken from the Property.

(b) Lessee agrees to strictly follow the rules set forth in this Lease and such additional rules as LandRenter may adopt from time to time during the term of this Lease upon providing notice thereof to Lessee.

**ENTIRE AGREEMENT:** This Lease constitutes the entire agreement between the parties, and supersedes all prior and contemporaneous written and/or oral agreements pertaining to the subject matter hereof. Any modification, alteration, amendment or supplement to this Lease shall be in writing and signed by all parties hereto. Lessee must be at least nineteen (19) years old to enter into this Lease, or such greater age as may be the statutory of age of majority in the state where Lessee resides or where the property is located.

**ADDITIONAL RULES OR RESTRICTIONS:** All applicable Federal, State and local hunting, fishing and wildlife rules and regulations apply to this Lease. Lessee may not advertise the Property (whether online or otherwise) with the intention of recruiting potential new lessees or otherwise representing that Lessee has any part in the ownership or management of the Property. During the term of this Lease, Lessee shall not attempt to circumvent LandRenter management agreement with Landowner or otherwise attempt to enter into a lease or similar agreement with Landowner for use of the Property. If LandRenter determines that Lessee has entered into such an agreement or has otherwise contacted the Landowner or Landowner's agent for such purpose, this Lease will be immediately terminated with no refund and LandRenter will bar lessee, guests and invitees will not be allowed to lease Property through LandRenter.

**COUNTERPARTS:** This Lease may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. An electronic (including email), digital or facsimile transmission of this Lease and the signature pages hereto shall be deemed to have the same legal effect as delivery of an original signed copy of this Lease.

**MAXIMUM # OF HUNTERS: 4**

**LANDOWNER OR HIS FARMING TENANTS HAVE THE RIGHT TO PASTURE CATTLE AFTER HARVEST. ATV'S CAN BE USED FOR HUNTING PURPOSES ONLY.**

**\$1M/2M HUNTING LIABILITY INSURANCE POLICY IS INCLUDED WITH THIS LEASE.**

**IN WITNESS WHEREOF**, the parties have executed this Lease on the date set forth above. If more signatures are required, please attach an extra signature page.

**This Lease is only effective upon LandRenter's receipt and acceptance of the signed Lessee as evidenced by LANDRENTER signing and dating this Lease below and Lessee's payment in full of the rent due.**

LandRenter

Signature: \_\_\_\_\_

Printed Name: Amy Bruch

Date: November 1<sup>st</sup> 2020

TENANT

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

