

Property: {Property}
Tract: {Tract}
County: {County}
State: {State}
Acres: {Acres}
RLU #: {RLU}

HUNTING LICENSE AGREEMENT

between

{Fund}
(LICENSOR)

And

{ClubName}
(LICENSEE)

Made this 1st of July {LicYear}

HUNTING LICENSE AGREEMENT

This Hunting License agreement (hereinafter "Agreement") made and entered into this 1st of July, {LicStartDate} (hereinafter "Effective Date") by and between {FundFullName} (hereinafter "LICENSOR") and {ClubName}, its members and guests, (hereinafter "LICENSEE").

WITNESSETH:

WHEREAS, LICENSOR owns the property as shown on the attached Exhibit "A" - PROPERTY MAP attached hereto, (hereinafter "Property"), and

WHEREAS, LICENSOR primarily uses the Property to plant, grow, cultivate and harvest trees, and

WHEREAS, LICENSEE, on behalf of itself, its membership and its guests, wishes to acquire a license from LICENSOR to hunt, fish, and trap game on the Property, and

WHEREAS, LICENSOR wishes to grant LICENSEE a license to hunt, fish, and trap game on the Property,

NOW THEREFORE, in consideration of the foregoing premises, which are hereby incorporated into and hereby made a part of the terms and conditions of this Agreement, and the mutual covenants recited hereinafter, it is agreed as follows:

ARTICLE 1 GRANT OF LICENSE

1.1 **Grant.** LICENSOR hereby grants LICENSEE the right to hunt, fish, and trap all state recognized game species on the Property unless otherwise specifically excluded under Exhibit "D" - ADDITIONAL RULES, NOTICES, AND EXCLUSIONS. LICENSEE is comprised of and organized by individuals listed in the membership directory designated in Exhibit "B" - CLUB MEMBER LIST.

1.2 **Characterization of LICENSEE's Rights.** The rights which LICENSOR grants to LICENSEE hereunder shall constitute a mere license and shall not be construed as a sale, transfer, Agreement, profit, or other disposition of any interest in the Property. LICENSEE's exercise of any rights hereunder is permissive only and in no sense adverse to the title, ownership and possession of LICENSOR. The rights herein granted are restricted to hunting, fishing, and trapping related activities.

ARTICLE 2 RESERVATION OF RIGHTS

2.1 **Normal Use of Property.** LICENSOR reserves the right to enter the Property at any time for any purpose, including but not limited to; inventorying and harvesting timber or pulpwood; planting and caring for trees; site preparation and weed tree control; intermediate timber stand improvement; pest control; development and removal of oil, gas, mineral, gravel, and wind resources; cutting fire lanes; road and trail maintenance; protection of wildlife and cultural resources; and other silvicultural and fire prevention practices.

2.2 **Disposition of Property.** LICENSOR reserves the absolute right to convey, sell or otherwise dispose of the Property, or any portion thereof, at any time during the term of this Agreement without the consent of LICENSEE or prior notice to LICENSEE. Thereupon, all rights granted LICENSEE hereunder shall terminate in accordance with Article 8, hereof, unless otherwise provided in Article 9 hereof.

ARTICLE 3 OPERATION UNDER THE LICENSE

LICENSEE shall be fully responsible for ensuring that its members, guests and any other persons on the Property under the authority of LICENSEE abide by the following requirements imposed on LICENSEE, hereunder:

3.1 **Compliance with the law.** In all its operations on the Property, LICENSEE shall comply with all applicable federal, state and local laws and any other legal requirements now in effect or subsequently adopted during the term of this Agreement, including but not limited to those governing hunting, shooting, and the use of motorized vehicles. The parties hereto specifically agree that compliance with all applicable federal, state, and local laws and related requirements is of the essence of this Agreement. The LICENSEE will report all violations of laws and regulations and will assist law enforcement officers when possible. Upon notification of a guilty plea or conviction to any law or ordinance by the LICENSEE, LICENSOR may, at its sole discretion, charge the LICENSEE a violation assessment. The decision to charge a

violation assessment lies solely with LICENSOR and shall in no way diminish the right of the LICENSOR to terminate the entire agreement, with cause, pursuant to requirements of Article 8.

3.2 Communication with LICENSOR. For purposes of communication with LICENSOR and its agents, LICENSEE shall designate a President and Vice President from within its members. Designated President and Vice President shall provide LICENSOR and its agents with their names; addresses; land line, mobile, and facsimile numbers; and email addresses.

3.3 Guests. LICENSEE is allowed to invite guests onto the property to hunt, provided that (a) guests are accompanied on the property by a member designated in Exhibit "B" - CLUB MEMBER LIST, (b) that each guest carries a hunting permit issued by the LICENSEE (see 3.04 below), (c) that the guests are subject to the same liability and indemnification provisions as the members (see Article 5 below), (d) prior to obtaining access to the Property anyone other than the LICENSEE shall sign a waiver in the form annexed as Exhibit "C".

3.4 Guest Permits. Each hunting guest of LICENSEE shall carry a GUEST HUNTING PERMIT as provided in Exhibit "C" issued by the LICENSEE for the specific date(s) that the guest has the right to hunt on the property. The LICENSEE's designated President must maintain one copy of each permit issued to a guest, and the President shall provide a second copy of the permit to LICENSOR upon request.

3.5 Wildlife Management. LICENSEE shall exercise its rights hereunder in accordance with accepted wildlife and fisheries management principles. LICENSEE acknowledges that proper management of wildlife resources is of vital importance to LICENSOR, LICENSEE covenants and agrees to perform those wildlife and fisheries management functions deemed necessary by LICENSOR (including but not limited to, a quality deer management program - deer jawbone and data collection, antler restrictions, doe quotas, buck harvest limits, etc.). The LICENSEE must notify LICENSOR prior to developing or engaging in any formal wildlife and fisheries management program not specifically directed by LICENSOR. No such program shall be entered into without the LICENSEE having first obtained written permission from LICENSOR. LICENSEE shall report LICENSOR any problem, either potential or immediately evident, which directly or indirectly affects the health and wellbeing of the wildlife and/or fisheries resource.

3.6 Fire Prevention and Control. LICENSEE shall ensure that no fires shall be set upon the Property except at specific locations established with the prior consent of LICENSOR. All camp fires shall be contained and shall be attended at all times. All locations shall have a shovel, rake, and no less than a five-gallon pail of water available at all times. LICENSEE shall not set fires in any unauthorized location on the Property. Furthermore, if LICENSEE discovers or learns of any fire on the Property or in the vicinity thereof, LICENSEE shall immediately notify the local fire department, the governing State Forestry Commission or Department, and LICENSOR's agents. LICENSOR retains the right to close the property to use by LICENSEE when extreme fire hazard conditions exist. LICENSOR shall have sole discretion to determine when fire hazard conditions are deemed extreme.

3.7 Interference with LICENSOR Activities. LICENSEE recognizes the primary right of LICENSOR to the Property. LICENSEE shall not interfere with any of the rights of LICENSOR reserved under Paragraph 2.01 hereof or with the rights of any other person, firm or corporation holding any interest in the property under LICENSOR.

3.8 Use of Hunting Blinds and Stands. LICENSEE shall be permitted the use of portable tree stands in accordance with all federal, state, and local laws governing the hunting of game from said structures. LICENSEE shall not engage in or permit any activity, which would destroy or injure the Property including any timber, pulpwood or other tree growth thereon. Prohibited activities include, but are not limited to, placing nails, spikes, screws, screw in type tree steps or other metal objects in any tree on the Property. LICENSEE hereby acknowledges all temporary tree stands or other ground blinds are erected and utilized at the risk of LICENSEE. LICENSOR reserves the right to require LICENSEE to remove any and all nails, spikes, screws, or other metal objects from any tree on the property.

3.9 Litter and Waste. LICENSEE shall not permit litter on the Property and shall utilize trash container(s) in a central location. Said containers shall be acquired, erected, and maintained by LICENSEE. Prohibited items include, but are not limited to, petroleum product containers, beverage and food containers, appliances and furniture, and household garbage. LICENSEE shall undertake all reasonable efforts to prevent and remove litter and waste from the Property. Excessive litter and waste found on and about the property, whether proven to be a direct result of LICENSEE activity or not, may constitute grounds for termination of this agreement as deemed necessary solely by LICENSOR.

3.10 Cultivation and Construction. LICENSEE shall not cultivate any food patches, or build or construct any road, building, free standing hunting blind, gate, lake, pond, or other structure of any type without the prior written approval of LICENSOR.

3.11 Use of Vehicles. LICENSEE acknowledges that the operation of uninsured or unlicensed automobiles on LICENSOR Club Name: {ClubName}

property is not permitted. LICENSEE further acknowledges that the operation of any vehicle, including but not limited to all-terrain vehicles (ATV's) and motorcycles, on LICENSOR property is subject to all state laws regarding the operations of such vehicles. Motorized vehicles may be used by LICENSEE on the Property only in connection with hunting activities permitted hereunder. Use of motorized vehicles for general recreational purposes unrelated to hunting is prohibited. Motorized vehicles shall be used only where expressly permitted by LICENSOR. LICENSOR does not guarantee, warrant, or imply that any portion of its property, including but not limited to existing roads or trails are safe, suitable or shall ever be maintained for any form of vehicular use and thus all vehicular travel is at LICENSEE's own risk. Vehicles must be parked no further than five feet from roadways and shall not be in a position to block or limit travel along the main roadway. The speed limit for all vehicles is 15 mph.

3.12 Cutting. LICENSEE shall not cut any timber, pulpwood or trees of any kind on the Property without the prior written consent of LICENSOR.

3.13 Posting. LICENSEE may erect posted signs along each side of public access roads crossing the Property. LICENSEE is permitted to post property lines and/or interior lines that signify the acreage covered in this agreement. The placement of posted signs along such boundaries is limited to trees no more than 10 feet inside the property or hunt Agreement boundary. Signs placed beyond the 10-foot limit shall be removed and residual damage to timber shall be charged to and paid for by the LICENSEE. Said signs may prohibit hunting by persons not authorized to do so under the terms of this agreement. Posted signs should be secured with aluminum nails.

3.14 Boundaries. LICENSEE shall exercise its best efforts to ensure that its members and guests have strict knowledge of, and adhere to the boundaries of the Property where adjoining lands of other owners are not a part of the area in which LICENSEE has the right to hunt. LICENSEE acknowledges that neither LICENSOR nor its agents bear responsibility for LICENSEE's trespass or other illegal activities on adjoining ownerships.

3.15 Hunting Near Woodland Operations or Residences. LICENSEE shall not hunt or trap within 500 feet, or the greater as may be required by state regulations, of any active timber or pulpwood harvesting operation, work party, other operational LICENSOR facility, or of any private residence, or active agricultural facility. LICENSEE shall do no hunting or shooting within active livestock enclosures. It is the responsibility of the LICENSEE to ensure all members and guests are aware of safety zones, proximity of public and private access roads, property entrances, etc.

3.16 Roads. Use of all roads shall be restricted to suitable weather conditions only. LICENSOR agents' may declare roads closed due to weather at their discretion. LICENSEE agrees to abide by and enforce road closure decision made by LICENSOR agents' or relevant forestry personnel. LICENSEE shall ensure that the entire width of all road surfaces remain unobstructed from, but not limited to, parked vehicles, trailers, hunting blinds, or stands. Where access to the Property is gained through a right-of-way across an adjoining landowner, License is prohibited from parking on or hunting from such right-of-way. The cost of any repairs necessary to road systems as a result of LICENSEE use shall be the responsibility of the LICENSEE. Any and all costs associated with such repairs shall be billed to and reimbursed by the LICENSEE. LICENSEE shall have ten (10) days from the date of billing to reimburse LICENSOR for its expenses associated with such repairs.

3.17 Removal & Clean Up of Property. Upon the termination of this Agreement by lapse of time, default, or otherwise, or at any time upon written request from LICENSOR, LICENSEE shall remove all personal property, constructed or placed by LICENSEE on the Property including but not limited to: camps, tree stands, hunting blinds, picnic tables, camp trailers, tents, tires, grills, targets or other debris, and shall level off the Property as near to its prior condition as is reasonably practicable. Should LICENSEE fail to comply with such written demand of LICENSOR within thirty (30) days from the date of demand, title to all of such property and improvements shall at, LICENSOR's sole election, automatically revert to LICENSOR. LICENSOR may thereafter, at LICENSOR's sole election, sell, remove, burn or otherwise demolish any such property and improvements, without any liability to LICENSEE or any accounting to LICENSEE as to the proceeds of any such sale. Any and all costs associated with such removal, burning or other demolition shall be billed to and reimbursed by the LICENSEE. LICENSEE shall have ten (10) days from the date of billing to reimburse LICENSOR for its expenses associated with such clean-up efforts.

3.18 Temporary Closure. LICENSOR may suspend the LICENSEE's rights under this agreement for short periods of time if LICENSOR determines that any condition(s) exist that warrant such action in its sole and absolute discretion.

3.19 Target Shooting. Target shooting is strictly limited to areas pre-approved by LICENSOR and may be restricted or prohibited at any time at the sole discretion of LICENSOR. All target shooting is limited to the hours of 1 hour after sunrise to 1 hour before sunset. Only legal hunting weapons for the state in which the property is located may be used on the property. Excessive or rapid fire shooting, as determined by LICENSOR, is prohibited. LICENSEE bears full responsibility for all safety and environmental liabilities associated with the use of target shooting areas as required by LICENSOR or any federal, state, or local regulatory agency including but not limited to: clean-up and/or mitigation measures regarding soil stabilization and lead abatement;

installation and/or improvement of safety measures; and posting of safety zones. The use of humanoid targets is prohibited.

3.20 Introduced Species. The transport and/or release of hogs or any game animals is strictly forbidden without prior written consent from the Licensor. LICENSEEs are to make every effort to shoot feral hogs when encountered on LICENSOR's properties. LICENSEEs are required to notify LICENSOR immediately if/when feral hogs and/or any other form of non-native species are witnessed on the property.

3.21 Disposal of Animal Parts. The burying, concentration, or dumping of any animal parts (gut piles, hides, carcasses, etc.) on the Property is strictly forbidden without expressed, written consent from the LICENSOR. Field dressed remains (gut piles) may be left on site at the point of harvest; however, the carcass, hide and meat must be removed from the Property after harvest.

ARTICLE 4 NO WARRANTY

LICENSOR makes no warranty that it has good title to the above-granted rights and shall not be liable to LICENSEE for failure of its title or right to possession of any part of the Property. LICENSOR further makes no warranty of any type as to the condition of the Property or its suitability for hunting or any other purpose.

ARTICLE 5 LIABILITY AND INDEMNIFICATION

LICENSEE, its members, guests and others on the Property under authority of LICENSEE, shall conduct all their activities on the Property strictly at their own risk. LICENSOR shall not be liable for any damage or destruction of property, or injury or death of persons, or any violation of law, which may arise in any manner as a result of LICENSEE's exercise of its rights and duties under this Agreement. LICENSEE hereby covenants and agrees to indemnify and hold harmless LICENSOR, its directors, officers, agents, managers, employees, and agents from and against any and all fines, penalties, damages, forfeitures, judgments, claims, causes of action, suits, attorney's fees, costs or other expenses related to damage or destruction of property, injury or death of persons or violation of laws which may arise out of or in any way related to the activities of LICENSEE, or any other person on the Property under the authority of LICENSEE.

ARTICLE 6 LICENSE FEE

6.1 Payment. LICENSEE shall pay an Annual License Fee of **\${Amount}** on or before **{PaymentDueDate}**. LICENSEE shall pay all annual license fees due hereunder to **{Fund}**, at the address specified in Paragraph 11.05 hereof.

6.2 Late Fees. Payment for all amounts owed shall be paid on or before the due date. Failure to pay by the due date will result in an additional reprocessing fee of 5% of the license fee or a minimum of \$100.00. Upon non-payment after fourteen days and any day thereafter, the Licensor may, at its sole discretion, terminate this Agreement in its entirety.

ARTICLE 7 TERM

7.01 Term. This Agreement shall remain in force for a term beginning on the Effective Date and terminative on the 30th day of June, **{LicExpDate}**. At the expiration of said term, this agreement shall terminate without notice to LICENSEE. At the sole election of LICENSOR, sixty days prior to termination of this Agreement, LICENSOR may elect to deliver a new Agreement to LICENSEE for a successive term. If the LICENSEE does not execute and return such new Agreement prior to the termination of this Agreement, LICENSEE agrees to vacate the Property and remove all personal property as more fully set forth in Articles 3.17 and 8.03.

ARTICLE 8 TERMINATION

8.1 Termination. This Agreement may be terminated by either party with or without cause at any time upon five (5) days prior written notice to the other.

8.2 Obligation of LICENSOR Upon Termination. Upon termination of this Agreement by LICENSOR without cause, or as a result of any disposition of the Property under Paragraph 2.02 hereof, LICENSOR shall reimburse LICENSEE a pro rata share of the annual payment for the year of termination by a fraction whose denominator is 12 and whose numerator is the number of months

remaining in said year after the date of termination.

8.3 Obligation of LICENSEE Upon Termination. Upon termination or expiration of the agreement, LICENSEE shall repair any damage to the Property caused by its activities (normal wear and tear excepted), remove all signs or barriers or portable tree stands which it was permitted to erect hereunder, and repair any damage caused by such removal, and vacate the Property within ten (10) days. If LICENSEE fails to make any necessary repairs or remove signs or barriers as required above, LICENSOR may make such repairs or remove such signs or barriers at the expense of LICENSEE as more fully set forth in Article 3.17.

**ARTICLE 9
ADDITIONAL TERMS**

9.01 Restrictions on Access. LICENSEE shall have the right to erect gates, fences and other barriers necessary to restrict access to the Property to its members, guests, and LICENSOR and LICENSOR's agents and contractors, only with written authorization from LICENSOR. All gates and barriers situated on the Property shall have double lock mechanisms installed by LICENSEE at LICENSEE's expense. Keys and/or combinations to LICENSEE locks may be made available to members of LICENSEE hunting club only. Keys and/or combinations to every double lock must be made available to LICENSOR agents. This agreement prohibits the erection of cables, chains and wire gates.

**ARTICLE 10
INSURANCE**

10.01 Insurance. Licensor shall procure a liability insurance policy identifying LICENSEE as the insured and Licensor and The Forestland Group, LLC as additional insureds. Coverage limits of said policy are as follows:

General Aggregate Limit	\$2,000,000
Products/Completed Operations Aggregate Limit	\$1,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Damage to Rented Premises -	
Each Occurrence	\$300,000
Total Aggregate for all Claims	\$300,000
Per Claim Deductible	\$1,000
Medical Expense Limit -	
Any One Person	\$5,000

Licensor makes no representation or warranty as to the adequacy of the insurance coverages for the purposes of LICENSEE or its members. LICENSEE shall independently evaluate its insurance requirements and shall procure at its sole cost and expense such additional or supplemental coverages as LICENSEE determines, in its sole judgment, to be necessary or appropriate to protect its interests and those of its members.

**ARTICLE 11
GENERAL PROVISIONS**

11.1 Assignment. LICENSEE shall not assign any of its rights or interests under this Agreement without the prior written consent of LICENSOR.

11.2 Non-waiver. No failure of either party to exercise any power given hereunder or to insist upon strict performance of any provision of this Agreement and not custom or practice at variance with the terms hereof shall waive, effect, or diminish any right of such party thereafter to demand strict compliance with the terms hereof.

11.3 Attorney's Fees. LICENSEE agrees to pay all reasonable costs, attorney's fees and expenses that shall be incurred by LICENSOR in enforcing the terms of this agreement, including but not limited to the collection of the annual license fee payments required hereunder.

11.4 Governing Law. This Agreement shall be governed by and interpreted under the laws of the state in which the property is located.

11.5 Notices. All notices under this Agreement shall be served at or sent to each party at the following addresses (or to such other addresses as each party may designate in writing):

If to LICENSOR at:

{Fund}
c/o The Forestland Group, LLC
{RegionAddr}
{RegionCityStZip}

If to LICENSEE, at:

{ClubName}
c/o {OwnerName}
{OwnerAddr}
{OwnerCitySTZip}

Notices delivered in person shall be effective as of the date of actual delivery. Notices to be mailed shall be sent by certified or registered mail, postage prepaid, and shall be effective as of the date or receipt by addressee.

11.6 **Headings.** Headings herein are inserted for the convenience of reference only and shall have no application in the interpretation or construction of this Agreement. The language of each article shall be fully controlling.

11.7 **Partial Invalidity.** If any of the provisions of this Agreement shall be held void or unenforceable, the other provisions shall survive and remain in full force and effect.

11.8 **Integration.** This Agreement, together with its Exhibits "A,B,C,D" which are made an integral part hereof, represents the entire understanding of the parties hereto with respect to the subject matter hereof, supersedes all prior written or oral agreements, and shall not be modified except by a subsequent written agreement duly executed by or on behalf of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first written above in two counterparts, each of which shall be deemed an original agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

LICENSOR:

{ Signature}

By: _____

By: _____

Title: {Signaturetitle}

Date: {DateExecuted}

LICENSEE:

Date: {LicenseCreatedDateTime}

PRIMARY CONTACT INFORMATION

Name: {OwnerName}

Home Phone: {OwnerPhone}

Mobile Phone: {OwnerPhone2}

Email: {OwnerEmail}

EXHIBIT A - PROPERTY MAP

SAMPLE

EXHIBIT B
CLUB MEMBER LIST

NAME

ADDRESS

PHONE

SAMPLE

EXHIBIT C

GUEST HUNTING PERMIT

To obtain permission to use {Fund} (LICENSOR) land, the undersigned,

_____ (Name of Guest) a

guest of

_____ (Name Of Club Member)

do, for myself, my heirs and personal representatives, waive and release LICENSOR, its employees, agents, LICENSEEs or representatives (collectively LICENSOR) from any claims or loss suffered by me and arising from my use of or presence on, LICENSOR land. In addition, I will indemnify and defend LICENSOR from any claims or loss allegedly caused by any act or omission by me and arising from my use of, or presence on, LICENSOR land.

WITNESS: _____

Date: _____

This waiver is to be reproduced by the hunt club and a copy signed by each guest. It is the hunt club's responsibility to ensure all guests have signed the waiver and to retain copies throughout the term of this license.

EXHIBIT D

ADDITIONAL RULES, NOTICES, EXCLUSIONS, AND SPECIAL CONDITIONS

1. Property and the rights granted in this agreement shall not be utilized for commercial purposes.
2. All persons are to guard against any damage to LICENSOR property and that of its contractors and their agents. This includes forest products, equipment, buildings and standing timber or trees.
3. No major ground or building improvements are to be made unless approved in advance by LICENSOR.
4. LICENSEE is required to lock the gate immediately after passing through. Leaving the gate unlocked or removing the lock is absolutely not permitted. If someone is to meet you at your camp, you must meet him or her at the gate.
5. LICENSOR fully expects all LICENSEES to conduct themselves in a lawful and respectful manner when dealing with adjoining landowners and the general public. Rude, aggressive, threatening, or unsafe behavior will not be tolerated.
6. LICENSOR asks that you show special consideration for the privacy and quiet enjoyment desired by our adjoining landowners.
7. It is the responsibility of the LICENSEE to ensure all members and guests are aware of all rules, regulations, and requirements contained in this agreement.
8. LICENSEE agrees to comply with LICENSOR's conditions required by Forest Steward Counsel (FSC) and when requested by LICENSOR, to receive training with regard to FSC requirements.

SPECIAL CONDITIONS

Special Conditions:

{SpecCond}