



CLEMSON
EXTENSION

Hunting Leases

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Fact Sheet 2

Forestry and Natural Resources

Revised May 2009

Recent statistics indicate that more than 1.7 million South Carolinians (68% of the population) enjoy some type of wildlife recreation every year. The demand for high quality hunting and outdoor recreational experiences has tripled in the last 30 years. These individuals are looking for solitude, escape, and adventure, but their chances of finding it are being narrowed. Every year in the U.S. 1.5 million acres are lost to urban expansion. Public land becomes increasingly more crowded, and more private rural lands have access restrictions placed on them.

As these conditions make outdoor opportunities harder to find, individuals become more willing to pay for quality hunting and outdoor recreational experiences. Wildlife-for-profit enterprises fill a need for those seeking outdoor recreation, while benefitting both landowners and the wildlife resource. Some landowners have found that by developing lease hunting enterprises, they can not only control access to their land, but they may also gain a financial reward for themselves in the process.

Wildlife: An Economically Valuable Commodity

While most landowners enjoy having wildlife on their property, many fail to realize that wildlife are an economically valuable resource. Often they underestimate the number of people seeking quality outdoor experiences and an individual's willingness to pay for the privilege of hunting, fishing, observing, or photographing wildlife. Once the only compensation a landowner was likely to receive in return for the use of his land was a token personal gift or a small payment for lodging, guiding, or meals. Today's landowner may be compensated through fees that outdoor enthusiasts are willing to pay for the opportunity to enjoy outdoor recreation.

It would seem only fair that landowners who provide the essential components of quality wildlife habitat (food, cover, water, and space) to maintain resident wildlife populations on their land should be entitled to some compensation. Since 68% of the 12.2 million acres (8.3 million acres of timberland) in South Carolina are owned by nonindustrial private forest landowners, it becomes increasingly apparent that the future of South Carolina's wildlife populations depends on private landowners. However, property owners need to realize that wildlife is public property, and they are only the custodians of these public

resources on their lands. What they own and are willing to share with the paying public is the land and the opportunity for citizens to enjoy the wildlife resource on their property.

The purpose of this chapter is to introduce the concept of lease hunting and to discuss how leasing land for hunting can work to benefit the wildlife resource and the economic well being of the landowner.

Leasing enterprises have been in existence for more than 50 years. Texas has been the leader over the years, and in some regions of the Lone Star state, hunting is the most profitable use of the land. Leasing is not a new idea in South Carolina. For years hunters have been paying fees in many counties in South Carolina for the opportunities to hunt on private land.

Managing for Lease Hunting

Will fee access work in all situations for every landowner? The answer is no. Several factors contributed to the success of lease hunting:

1. Trespass laws must be strictly enforced. This means that local law enforcement and conservation officers must strictly enforce trespass laws, and county judges must also levy strict and heavy fines for offenders.
2. A large number of wildlife, especially game species, must be present in the area.

If these criteria exist, there is yet another factor in developing a successful lease-hunting enterprise. Landowners must examine, evaluate, and inventory their own personality, land, wildlife, human, and financial resources.

The first step in deciding if a fee-access or leasing operation is going to work is to think about yourself. It should be stressed that even though lease hunting is catching on, not everyone is doing it. Landowners should ask themselves the following questions:

- Do I enjoy working with people, and can I handle the additional work and commitment? Is it worth the hassle?
- Do I have the talents and resources (financial, human, wildlife) necessary to undertake this endeavor? If not, how much can be done by family, friends, or business associates?

- Does my land have the necessary habitat to support wildlife populations and, if not, can I use habitat modification or improvement practices to increase wildlife populations?
- Do I have sufficient acreage to support such an enterprise? If not, can I form a landowner association with neighbors? What are the legal ramifications of developing this type of enterprise? What is my liability, and how can I make my land safe for public access? Will I need insurance, and can I afford it?
- Will I need additional financing and, if so, where can I obtain it? What is the growth potential for the enterprise?
- Where will customers be located, and how will I market this enterprise? Will people be willing to take advantage of the recreational opportunities I can provide?
- Will my neighbors tolerate outsiders hunting in areas they have traditionally hunted in?
- Are there associated enterprises that may complement the hunting (guide service, lodging, meals, camping, wildlife watching, game cleaning, etc.) and provide additional revenue? Am I willing to commit to this type of business enterprise and its associated loss of individual independence?

Once a decision to lease property for hunting has been made, landowners should decide on the type of hunting lease arrangement that they prefer.

Types of Lease-Hunting Arrangements

There are four general types of leasing arrangements based on the duration of the lease agreement and the species of game allowed for harvest. The 4 types of agreements may be classified as long-term or annual, short-term, charge by type of animal harvested, and outfitter/broker. Each type of operation has specific advantages and disadvantages, and the arrangement selected depends on each individual situation.

Long-Term (Annual) Lease

The most common type of hunting lease agreement is the long-term lease. Under this agreement, the landowner provides a hunter (or group of hunters) the privilege of hunting on the land for a full year or for the duration of a hunting season. Often these leases allow harvesting all game species during their respective seasons, and the fee is assessed on a per-acre or lump-sum basis. Under this type of agreement landowners often reserve some hunting rights for themselves and their immediate family. These lease agreements often include nonhunting activities, such as camping, fishing, and photography.

Long-term leases usually result in good sportsmen-landowner relationships because the landowner knows the hunters personally. This type of arrangement also requires less management than other types of agreements and is often renewed for several years. In addition, the landowner knows that income that will be generated annually.

However, this type of arrangement has two disadvantages: the hunters may be on the land at undesirable periods, and game populations may be inadequately harvested.

Short-Term Leases

The second type of lease is the short-term lease. These leases may be on a per-day, weekend, or week-long basis. The landowner under this arrangement allows access for a specified time period and generally for a specific wildlife species. The traditional dove hunt is an example of this type of agreement. Often these types of hunts come in a “package,” which may include guides, lodging, and meals. This type of hunting experience requires intensive management and marketing to be successful.

This type of lease generally yields the highest monetary returns per acre and allows for a harvest of a designated number of game species present on the land. Landowners who select this type of arrangement should be aware that it is the most management-intensive form of lease, requiring a very “people-oriented” person. Usually there is no personal relationship with the hunters, which may increase the opportunities for miscommunication. Another disadvantage is that income will not be known in advance.

Type of Animal Harvested Lease

Under the third type of leasing agreement, the landowner charges hunters for the animals bagged during a particular season. Charges are often different, depending on size, sex, antler development, etc. Often there is a per-day fee and an additional fee for trophy animals taken. In a fee fishing operation, charges are generally based on pounds of fish harvested. The advantages and disadvantages are similar to the short-term agreement mentioned above.

Broker/Outfitter Lease

The final type of leasing agreement is one in which the landowner leases the right of ingress to the land to a sportsmen’s club, hunting club, or outfitter. This organization or individual in turn manages the access to the land and controls hunters as specified by the landowner.

The landowner in this situation is freed from most management responsibilities and knows in advance what income will be produced. This type of lease also frees the landowner to carry on usual activities. Under this type of arrangement, the landowner realizes the lowest net return and has no direct control over the hunters once the lease has been signed. In addition, the landowner does not know the hunters and may not be aware of the activities occurring on his property.

Keys to Managing Hunting Lease Operations

The following information may help in developing a leasing operation.

Inventory

Examine the land and wildlife. Determine what wildlife species are present and how numerous they are. Is there a marsh full of ducks in the fall? Are hardwood forests full of deer and turkey? Are mixed pasture

and woods full of squirrels, quail, and rabbits? The best bet for success is to use what nature has provided. If the land has valuable timber, it might not be wise to take land out of wood production for food plots or other specialized habitat needs.

Plan

Any successful wildlife management endeavor must begin with careful planning. Be sure you have identified specific goals and details for obtaining those goals. Plan for the type of leasing operation that is preferred. If a landowner is very sociable and enjoys being around people, he or she may want to plan the type of operation offering guided hunts, meals, lodging, etc.

When considering a lease operation, plan on how much hunting the wildlife on the property can support. For example, assume there is 1,000 acres with an annual surplus of 30 deer. The landowner may want to have groups of 4 hunters, hunting for 2 days (10-day season), at a success rate of 60%. Landowners should remember to start small, and increase the operation as management skills increase. It's important that landowners view the endeavor as a long-term commitment, not a get-rich-quick scheme.

Careful planning is also required to ensure that hunting operations do not interfere with normal daily/seasonal farming or forestry operations. For example, if calving occurs during the deer season, it would probably be best to suspend hunting from those pastures, or plan livestock operations so calving occurs after the deer season.

Reinvest

Any successful operation depends on repeat customers. Therefore, landowners need to be sure to manage land to maintain huntable wildlife populations. If landowners are having bird or deer damage to crops, hunting can help alleviate the situation. However, once the animals have been removed, the commodity that is being marketed (the wildlife) may be lost if the habitat is not being managed properly.

Natural resource professionals can offer advice on management programs. Landowners should not assume a person is a qualified wildlife biologist simply because he or she has a printed business card. Remember, wildlife is the foundation of the lease hunting business.

Market and Advertise

To obtain the maximum economic return for the investment, attract those with the most disposable income. This means advertising and marketing. Landowners must realize that it is against the law to sell wildlife because wildlife is public property. Only by legally harvesting a game animal may a private citizen take possession of that animal, so consider what is being sold and what is being purchased.

Through fee or lease hunting, landowners are renting limited access for the stated purpose of harvesting game. The hunter is paying for the recreational experience. The value of that experience varies according to upbringing and individual attitudes and personalities. However, studies reveal hunters want a reasonable chance for success, but quality hunting also depends on viewing wildlife (seeing a great deal of wildlife and harvesting a few, rather than seeing a few and harvesting most

of them), privacy (having few other hunters around), and beautiful scenery.

Landowners should market what they have in a leasing operation and examine what the clientele want. While large trophy deer bring a substantial economic return, what percent of the market is looking for a trophy deer? A recent study revealed that less than 7% of the hunters are actually looking for a trophy when they go hunting. Therefore, a landowner would be wise to identify the target markets and provide a total recreation package promoting all the unique resources.

The first step in marketing a lease operation is identifying the type of clientele wanted. Landowners might consider targeting businessmen, corporations, or hunt clubs, or they should consider people interested in hunting for only one day versus a season. Once that has been completed, landowners should evaluate their needs for income, the amount of capital that can be invested, and their level of involvement. Finally, the landowner needs to decide what type of leasing arrangement will meet those needs, advertise in appropriate media and locations, set a price, and negotiate an agreement that will satisfy the client.

The best advertising is by word of mouth from satisfied customers. Successful and happy hunters will spread the word about good hunting opportunities. It may be necessary to locate, attract, and make arrangements with desirable clientele by advertising where the customers are. Use classified newspapers advertisements, sportsmen's newsletters, professional magazines, outdoor writers, etc.

One of the most difficult parts of beginning a lease operation is determining a fair price. Landowners must take a realistic look at what it will cost them to run the operation, determine a break-even point, and add a certain margin of profit. Lease prices depend on several variables, such as proximity to an urban center, the game species that can be hunted, the aesthetic appeal of the land, the number of acres of land involved, the amount of wildlife on the property, and what other services and amenities will be provided (e.g., lodging, meals, guiding, game cleaning, food plots, etc.) Landowners should not automatically assume to charge the same as neighbors because services and opportunities may be different. Different products command different prices.

The Landowner Liability Question

One of the biggest questions landowners ask when considering a leasing operation is "Am I liable for damages if someone gets hurt on my property?" Landowners who allow hunters access should understand what their legal responsibilities are to the hunter in providing reasonably safe hunting conditions.

A Guide to Developing a Hunting Lease

The best protection for landowners and hunters is to have a written contract (lease) for the purpose of preventing misunderstandings. The lease should identify the responsibilities, rules, and restrictions of

both parties. Leases should be negotiated and changed as situations change to provide a pleasant experience for both the hunter and the landowner. Landowners should consult an attorney in developing a lease agreement for their property. The following guidelines may be useful in assisting landowners in developing a lease.

1. Introduction. Include the names of all parties involved, description of the lease tract indicating boundaries, county, address, etc.
2. Purpose of the lease. Include what the lease is for: hunting, fishing, photography, etc.
3. Terms of the lease. Include the duration of the lease term, including starting and ending dates. Identify the type of lease.
4. Amount of rent or payments. Include total payment, when rent is due, and any information about advance deposits.
5. Transferability of lease. Include the conditions concerning the rights and obligations of either party if the lease is transferred to a third party. Will you allow sub-leasing?
6. Conditions of the lease. Include how the individuals will gain access to the property, types of game that can be harvested, hunting weapons that may be used, use of facilities, how the gates and keys will be handled, use for non-hunting activities, and any other conditions or activities you will/will not allow on your property.
7. Statement of compliance with all applicable game laws.
8. Breach of contract clause. Include those conditions which authorize a landowner to cancel the lease.
9. Include the landowner's (lessor's) responsibilities. Include what will be provided for the comfort and convenience of the hunters.
10. An "as is" clause. State that hunters will take the premises as is in their present form.
11. Right of renewal. The landowner or hunters may want to make long-term improvements in wildlife habitat or hunting facilities. Such a clause may be inserted if a favorable relationship has been established in the past.
12. Termination. Include what condition the land will be in when the lease ends.
13. Closing. Include formal wording for a notary to sign.
14. Attach a liability waiver and a signed sheet identifying what hazardous areas have been witnessed by the hunters.
15. Make sure to have every individual who hunts on the property sign and date the lease.

Sample Lease

For Educational Purposes Only

It is important to check with your local attorney before writing and signing a binding legal agreement. This lease is not all inclusive. If the lessor wants to provide other services, e.g., guides, cleaning game, allowing the lessee to improve the habitat, etc., they should be included.

_____, owner of _____ farm, (legal description of the land), County, South Carolina, herein referred to as "Landowner," for good and sufficient consideration, as hereinafter set forth, leases hunting rights on those portions of the _____ farm, hereinafter described, to _____ and others so executing this agreement and hereinafter referred to as "Lessees," on the following terms and conditions:

1. The tract of land, hereinafter referred to as "lease" upon which hunting rights are granted, is the _____ farm described herein consisting of approximately _____ acres.

(description of land with aerial photograph if available)

Lessees understand the location and boundaries of said tract and agree that no hunting rights are granted hereunder on any tract other than the tract herein designated and that no hunting or discharging of firearms shall be done by Lessees while traveling to or from the lease.

2. This agreement and the rights and duties granted and incurred hereunder shall be for a term commencing with the opening of _____ season in 20____, and the closing of _____ season in 20____, as set for _____ County, South Carolina, under regulations enforced by the South Carolina Department of Natural Resources unless sooner terminated pursuant to provisions of this agreement hereinafter set forth. Provided that either the Landowner or Lessee may cancel this agreement by giving written notice of its intent to do so thirty (30) days prior to the date that rental for the second or third year of the term here provided is due. In which event, Lessee shall be relieved of the obligation to pay further rental under the terms and shall deliver possession of the premises.
3. The consideration to be paid by Lessee to Landowner at _____ County, South Carolina, is \$_____ in cash, one half to be paid on or before June 1, 20____, and the balance to be paid on or before October 1, 20____. Failure to pay the second installment shall thereupon terminate and cancel the lease and the amount already paid shall be forfeited as liquidated damage for the breach of the agreement. A \$_____ deposit will be required to insure that lease premises are left in a clean and orderly condition. Farm personnel will inspect the premises within 30 days after the lease expires. If clean up is necessary, the farm will accomplish such, and the \$_____ deposit will be forfeited by the Lessees. If the premises are determined by farm personnel to be clean and orderly, the \$_____ deposit will be returned to the Lessees within 60 days after expiration of the lease.
4. Lessees shall not assign this lease or sublet the leased premises without the written consent of _____.
5. Lessees, collectively, shall be entitled, under this agreement, to kill and remove from _____ farm, the following numbers of animals and no more, except as expressly indicated in this lease and subject, however, to all state and federal game laws governing bag limit and possession: _____ buck (male) deer, _____ doe (female) deer, _____ quail, _____ rabbits, _____ squirrels, and _____ turkeys. Lessees may (not) fish on any ponds or stock-watering tanks on the lease during the period of the lease and may harvest mourning doves subject to bag and possession limits of the state of South Carolina for _____ County if legal dove season falls within the expressed period of the lease.
6. Lessees shall at all times abide by and obey all state and federal hunting laws and regulations and Lessee shall be responsible for the conduct of Lessee's guests or members in connection with said hunting laws and shall be responsible for any violation of said hunting laws or regulations by said Lessee, its guests, or members. Any violation of the hunting laws or regulations of any governmental authority shall give rise to the right of immediate cancellation of this lease by the Landowner upon written notice to Lessees, and in the event of the cancellation of said lease due to violation of game laws by Lessees, its guests or members, no proration of the rent previously paid shall be made, same to be forfeited as liquidated damages, and Lessees shall, upon receipt of such notice, immediately vacate and surrender unto the Landowner possession of the leased premises.

Lessees shall, during the period in which it has access to the leased premises, continually protect same against trespassers and squatters, and to the best of Lessee's ability have such persons apprehended and prosecuted.
7. This lease agreement is expressly made subject to the "General Conditions of Lease," which are attached hereto as Exhibit "A," and made a part hereof for all purposes the same as if copied herein verbatim.

8. If Lessees default in the performance of any of the covenants or conditions hereof, including the "General Conditions of Lease," which are attached hereto as Exhibit "A," then such breach shall cause an immediate termination of this lease and a forfeiture to Landowner of all consideration prepaid. The Lessee shall have no further rights under the term of this lease agreement. In the event a lawsuit arises out of or in connection with this lease agreement and the rights of the parties thereof, the prevailing party may recover not only actual damages and costs but also reasonable attorneys' fees expended in the matter.
9. Landowner shall not be liable for any injuries, deaths, or property damage sustained by (1) any Lessees hereto, (2) any employees of Lessees, (3) any business invitees of Lessees, (4) any guest of Lessees, (5) any person who comes to the leased premises with the express or implied permission of Lessees on the _____ farm with permission of the Lessee hereunder except for such injury, death, or property damage as may be sustained directly as a result of Landowner's sole negligence. Lessee hereunder jointly and severally agrees to indemnify Landowner, his agents or employees against any claim asserted against Landowner or any of Landowner's agents or employees as a result of any personal injury, death or property damage arising through: (1) the negligence of a Lessee or any persons on the farm with the permission of a Lessee, or (2) through the concurrent negligence of a Landowner or his agents or employees any one or more of Lessees or any person on the _____ farm with the permission of the Lessee.

All minors permitted by Lessee to hunt, fish, or swim on the leased premises shall be under the direct supervision of one of their parents (or guardian) and when children are present on the leased premises, the parents shall be fully responsible for their acts and safety and agree to hold Landowner harmless therefor, regardless of the nature of the cause of damage, whether property or personal injury, to themself

10. The leased premises are taken by Lessee in an "as is" condition, and no representation of any kind is made by _____ regarding the suitability of such premises for the purpose for which they have been leased.
11. This lease may not be terminated or repudiated by Lessee except by written notice signed and acknowledged in duplicate before a Notary Public by Lessee, and such termination or repudiation shall not be effective until Lessee has mailed one executed copy thereof to Landowner by registered mail and filed the other executed copy thereof for record in the office of the County Clerk, _____ County, South Carolina. This lease may be terminated by Landowner at any time with or without written cause by giving Lessee thirty (30) days written notice of such termination. This lease shall be binding upon the distributees, heirs, next of kin, successors, executors, administrators, and personal representatives of each of the undersigned. In signing the foregoing lease, each of the undersigned hereby acknowledges and represents:

- (a) That he has read the foregoing lease, understands it, and signs it voluntarily; and
- (b) That he is over 21 years of age and of sound mind;

In witness whereof, the parties hereto have set their hands this the _____ day of _____, 20____.

LESSEES:	DATE:	LANDOWNER:	DATE
_____	_____	_____	_____
_____	_____	WITNESS:	DATE
_____	_____	_____	_____

STATE OF SOUTH CAROLINA }

: SS

COUNTY OF _____ }

The foregoing instrument was subscribed, sworn to, and acknowledged before me this day of _____, 20____, by _____ and _____.

My commission expires: _____

Notary Public

Exhibit "A"
General conditions of lease
(Examples of Optional Clauses)

_____ LANDOWNER, LEASE TO _____ LESSEE

These general conditions of lease are applicable to the lease agreement between _____, hereinafter referred to as LANDOWNER, and _____, LESSEE. Lessee and all persons authorized to Lessee to hunt upon the leased premises shall be hereinafter collectively referred to as "Hunters."

1. It will be the responsibility of the Lessee to furnish each hunter or guest with a copy of these general conditions of lease.
2. Lessees understand and agree that the leased premises are not leased for agricultural or grazing purposes and, consequently, taken subject to the rights thereof.
3. Landowner has placed on _____ farm a number of livestock, the various values of which are difficult to ascertain. Should any one or more of such animals be killed or injured to the point of requiring destruction as a result of any conduct on the part of the Lessees or any person on the _____ farm with the permission of the Lessee, then Lessees jointly and severally agree to reimburse Landowner on the basis of the following: Commercial steer or heifer, \$_____, Commercial cow \$_____, Accredited Angus (Hereford) cow \$_____, Certified Angus (Hereford) cow \$_____, Certified Angus (Hereford) bull \$_____, Registered quarter horse \$_____. Any animal injured or killed as a result of a gunshot wound or as a result of having been struck with an automobile, shall be presumed to have been injured or killed by Lessees if such animal be found dead or injured on the lease.
4. Lessee acknowledges that Landowner owns the property herein leased, primarily for agricultural purposes and the growing of timber. Lessee shall in no manner interfere or obstruct Landowner's farming, forestry, or livestock operations.
5. Landowner reserves the right to deny access to the leased premises to any person or persons for any of the following reasons: drunkenness, carelessness with firearms, trespassing on property of adjoining landowners, acts which could reasonably be expected to strain relationships with adjoining landowners, or any other activities which to the ordinary person would be considered objectionable, offensive, or to cause embarrassment to Landowner or be detrimental to Landowner's interest. Failure of Lessee to expel or deny access to the premises to any person or persons after being notified to do so by Landowner may result in the termination of this lease at discretion of Landowner.
6. No hunter shall be allowed to:
 - (a) shoot a firearm from a vehicle;
 - (b) erect a deer stand within 150 yards of the boundary of the herein leased premises;
 - (c) permanently affix a deer stand in trees;
 - (d) abuse existing roads by use of vehicles during wet or damp conditions.
 - (e) fire rifles or other firearms in the direction of any house, barn, other improvements or across any haul road located on the leased premises;
 - (f) build or allow fires on the leased premises, except in those areas specifically designated by Landowner in writing, and, in event, shall be kept fully liable for such fires.
 - (g) leave open a gate found closed or close a gate found open.
7. Hunters shall at all times maintain a high standard of conduct acceptable to _____.