Landowners may have the opportunity to rent out their land for hunting purposes. Depending on the type of game present, the right to hunt on the property may provide a little extra income to your forestland investment.

What to Know Before Leasing
Evaluating your willingness to enter into a hunting lease will be the first step to take. Hunting leases are not a viable option for every landowner, so deciding what you are comfortable with will be critical before considering any form of leasing arrangement. Lease agreements are incredibly flexible before the lease is executed; however, it can be challenging to amend a lease later without all lease parties’ consent. Because of this reality, it is important for both the property owner and the leasee to carefully negotiate the scope of the lease before entering into the agreement.

Payment
Every lease agreement should address payment. The payment amount is typically negotiated as a first step in any lease agreement, but one payment issue is often left out – When is the payment due? It is essential to receive payment before the leasee has used the property for their intended purpose.

Activities of the Leasee
A good lease will address more than just payment. It should also clearly state what activities the leasee can and cannot do. What species can be hunted under the agreement? Can the leasee use the land for other recreational purposes such as camping, ATV use, horseback riding, etc…? Limiting the activities of the leasee will also help address the problem of landowner liability by curtailing riskier uses of the property.

Guests on the Property
Leasees will often want to allow guests to use the leased property. Property owners often want to restrict the number of guests for several reasons. One reason is liability. The more people on the property the greater the risk of an accident occurring. The second reason deals with wildlife management. The more people allowed to hunt the property the more game can be harvested. Many hunting leases will contain a clause limiting the amount of guests or only allowing close family members of the leasee to use the property when the leasee is present.

Disclaimer
It would be impossible to create a list of potential issues that address every problem that may arise; however, this factsheet identifies many common issues attorneys face when handling lease disputes.
**Liability**

Liability is an important issue to address in any recreational lease, but especially in a hunting lease. Tree stands, ATVs and firearms all present a risk of injury that should be handled in the lease agreement. There are two common ways of dealing with liability issues and both methods can be used together. The first method is to insert a clause into the lease contract stating that the leasee accepts the lease “as is” and that the property owner is not liable for any injuries. This clause will not work as an absolute protection, but it can help your attorney in case of a lawsuit. The other method for dealing with liability is to purchase liability insurance. The property owner can either purchase this or the leasee can be required to purchase a policy in the lease agreement. If the property owner requires the leasee to purchase the insurance policy, they should also require the leasee to include the property owner on the policy as an “additional insured” so that the property owner is protected under the policy.

**Right to Enter**

Throughout the lease, a property owner may need or want to inspect the property or perform management duties. Repairs to buildings, roads, fences, planting crops, tending to animals and other duties may need to be carried out during the lease period and the property owner, or the employees of the property owner, need access to the property. A clause can be inserted into the lease agreement that should be broad enough to allow the property owner or their agents to enter the property to conduct whatever business they need without imposing an undue burden on the leasee.

**Attorney Fees and Venue Clause**

Another set of clauses that come standard in many lease contracts deal with legal issues in the event that there is a dispute. An attorney fee provision will typically make one party responsible for both sides’ legal fees. Such an arrangement may make frivolous litigation much less likely. Another standard dispute clause determines where a lawsuit may be litigated. Often referred to as a venue clause, this clause will state which county court will have the ability to hear a lease dispute. When the property, the property owner, and the leasee all reside in the same county then this clause may not be important; however if one or more of the parties to the lease live in different states then it is important that the property owner requires that any litigation be held in a location that is convenient to them.

**Cancellation Clause**

An important clause that is often left out of many lease agreements is the cancellation clause. A good cancellation clause will allow the property owner to cancel the lease for breaching any of the provisions of the lease agreement. Many clauses also allow the property owner to keep all rents paid when the leasee breaches the lease. Another possibility can allow the property owner to cancel the lease after giving a certain amount of notice and refunding any money for the remaining portion of the lease.

**Summary**

It is impossible to create a lease form or even a list of potential issues that address every problem that may arise from a hunting lease. Because of the number of different issues that can come up, it is critical that any lease agreement be made in writing. Please seek the professional advice of an attorney or qualified personnel when creating a hunting lease agreement.

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The information furnished in this document is provided as a general source of information. While every measure has been taken to ensure the material’s accuracy and completeness, the Arkansas Forestry Association and its affiliates do not guarantee or make any warranties or representations regarding the information’s accuracy or completeness. Please consult an attorney or qualified personnel when creating a hunting lease agreement.