

STATE OF TEXAS

COUNTY OF COMANCHE:

This Hunting Lease Agreement is made by and between Patricia Andrews [Landowner] hereinafter called LESSOR and _____ [Hunter] hereinafter called LESSEE.

GAME TO BE HARVESTED AND COMPLIANCE WITH LAW

I LESSOR do hereby lease to LESSEE, for the purpose of hunting:

_____ Dove

_____ Feral Hog

_____ Dove and Feral Hog

in accordance with the laws, rules, and regulations of the Texas Department of Parks and Wildlife, the following described premises located in Comanche County, Texas:

_____ Ranch Name: 2 Sisters. A01041 BEATY, SEALE & FORWOOD, Comanche, TX 76442.

_____ Ranch Name: Moore., A00607 LAMPASAS CO. SCH. LAND, Comanche Tx 76442.

_____ Ranch Name: Huddleston. A01041 BEATY, SEALE & FORWOOD, Comanche Tx 76442.

_____ Ranch Name: Starrett. A00930 THOMPSON, JAMES, Comanche Tx 76442.

_____ Ranch Name: Irby. A01725 IRBY, ALBERT, Comanche Tx 76442.

_____ Ranch Name: Irby (bow). A00930 THOMPSON, JAMES, Comanche Tx 76442

also known hereinafter as the “premises” or the “lease premises.”

TERM OF LEASE

2. The term of this lease is for _____ (DATE) which is scheduled to begin at _____ (TIME) and ending on or about _____ (DATE) at _____ (TIME).

The consideration to be paid by LESSEE to LESSOR in Comanche County, State of Texas, is \$_____ to be paid prior to the start of the term of lease, payable directly to LESSOR Patricia Andrews at 1031 County Road 124, Comanche, Texas 76442. If any feral hog that is harvested by Hunter has tusks over two inches an additional fee of Five Hundred Dollars (\$500.00) will be payable to LESSOR at the conclusion of the term of lease.

_____ Hunter Initials

If LESSEE defaults in the performance of any of the covenant or conditions hereof, then such breach shall cause an immediate termination of this lease and a forfeiture to LESSOR of all monies prepaid. In the event that 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 attorney's fees expended in the matter.

LESSEE understands and agrees that the premises is not leased for agricultural, grazing or forestry purposes. LESSOR reserves the right in herself, her Agents, Contractors, Employees, Licensees, Assigns, Invitees, or Designees to enter upon any or all of the land at any time for any purpose related to the duties and practices of a working cattle ranch, including but not limited to, the raising of livestock or the growth of crops or conducting any other acts relating thereto, and no such use by LESSOR shall constitute a violation of this lease. LESSEE and LESSOR further agree to cooperate so that the respective activities of one will not unduly interfere with the other.

LESSEE shall take proper care of the leased property, the dwellings, and all other improvements located thereon, and shall be liable to LESSOR for any damage caused to domestic livestock, crops, fences, roads, or other property of LESSOR due to the activities of LESSEE or his/her non-hunting guests, employees, business invitees, and any person who comes to the lease premises with the express or implied permission of LESSEE and exercising privileges under this lease.

LESSEE shall remove all of his/her own trash, shot gun shells and debris from the lease premises. LESSOR will charge a penalty of \$250.00 for LESSEE or his/her non-hunting guests or invitees' non-compliance.

LESSEE shall have no fires on the lease premises with the exception of a contained fire on the Camping Premises as outlined further below.

LESSEE further states that he/she has inspected the described property and has found the premises to be in an acceptable condition and hereby waives any right to complain or to recover from LESSOR in the future relating to the condition of the leased property or any improvements located thereon.

It is understood that the LESSEE accepts the leased premises in an "AS IS" condition and further the LESSEE understands that hunting can be a dangerous activity and that there may be hidden hazards or other risks that may injure a person or property or cause death and each LESSEE assumes all these risks as their own responsibilities.

CAMPING PREMISES **Applicable** **Not Applicable**

This CAMPING PREMISES Agreement is made by and between Patricia Andrews [Landowner] hereinafter called LESSOR and _____ [Hunter] or hereinafter called LESSEE.

LESSOR agrees that LESSEE may camp on or otherwise occupy, during the Term of Lease the following premises without additional consideration:

Ranch Name: Moore Place. A00607 LAMPASAS CO. SCH. LAND, Comanche Tx 76442

hereinafter known as "the Camping Premises." All LESSEE'S obligations as outlined in this Lease extend to the Camping Premises and LESSEE shall take proper care of the Camping Premises, the dwellings, and all other improvements located thereon, and shall be liable to LESSOR for any damage caused to domestic livestock, crops, fences, roads, or other property of LESSOR due to the activities of LESSEE or their guests, employees, business invitees, and any person who comes to the lease premises with the express or implied permission of LESSEE and exercising privileges under this lease.

LESSEE shall remove all of his/her own trash, shotgun shells and debris from the Camping Premises. LESSOR will charge a penalty of \$250.00 for LESSEE or his/her non-hunting guests or invitees' non-compliance.

LESSEE shall have no fires on the Camping Premises other than a contained fire authorized by LESSOR. LESSOR shall furnish an appropriate container for a contained fire at the Camping Premises.

LESSEE further states that he/she has inspected the described Camping Premises and has found the premises to be in an acceptable condition and hereby waives any right to complain or to recover from LESSOR in the future relating to the condition of the Camping Premises or any improvements located thereon.

It is understood that the LESSEE accepts the Camping Premises in an "AS IS" condition and further the LESSEE understands that camping can be a dangerous activity and that there may be hidden hazards or other risks that may injure a person or property or cause death and each LESSEE assumes all these risks as their own responsibilities.

HOLD HARMLESS/INDEMNITY AGREEMENT

LESSEE and his/her guests, employees, business invitees, and any person who comes to the lease premises with the express or implied permission of LESSEE and exercising privileges under this lease agree to protect, defend and indemnify and hold LESSOR and Camping Premises LESSOR blameless from any and all liability, loss, damage, personal injury (including death), claims, demands, causes of action of every kind and character, without limit and without regard to the cause or causes thereof or the negligence of any party or parties arising in any connection herewith as to: 1) any LESSEE hereto; 2) any employees of LESSEE; 3) any business invitees of LESSEE; 4) any guests of LESSEE; and 5) any person who comes to the lease premises with the expressed or implied permission of LESSEE.

Any guests of LESSEE, any employees of LESSEE; any business invitees of LESSEE; any guests of LESSEE; and any person who comes to the lease premises with the expressed or implied permission of LESSEE must be accompanied by LESSEE at the lease premises at all times.

All minors permitted by LESSEE to 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 LESSOR and Camping Premises LESSOR harmless therefor, regardless of the nature of the cause of damage, whether property or personal injury, to themselves or others.

NO WARRANTY

This lease is made and accepted without any representations or warranties of any kind on the part of the LESSOR as to the title to the leased premises or its suitability for any purposes; and expressly subject to any and all existing easements, mortgages, reservations, liens, rights-of-way, contracts, leases (whether grazing, farming, oil, gas or minerals) or other encumbrances or on the ground affecting the leased premises or to any such property rights that may hereafter be granted from time to time by LESSOR.

This lease must be completed in full and signed by all parties designated herein or the lease shall be considered null and void and shall cause an immediate termination of this lease and a forfeiture to LESSOR of all monies prepaid.

This lease and Camping Premises Agreement contain the entire understanding and agreement between the parties, all prior agreements between the parties, whether written or oral, being merged herein and to be of no further

force and effect. This Lease may not be changed, amended or modified except by a writing properly executed by both parties hereto. This lease shall be construed under the laws of the State of Texas.

IN WITNESS WHEREOF, the parties have hereunto caused this lease and Camping Premises Agreement to be properly executed this ____ day of _____, 2022.

LESSOR:

Patricia Andrews

Patricia Andrews

LESSEE:

Signature

Printed Name

Address

Telephone Number

Email Address

Emergency Telephone Number

Vehicle Make/Model/Color

Vehicle License Plate