

Thank you for downloading our "Front Porch Kit." This should be the only resource you ever need moving forward when approaching a landowner for permission to hunt on their property. The "Front Porch Kit" is a tool that will put you above any other hunter that comes knocking on the door of a landowner.

We appreciate you downloading 'The Secret To Accessing Private Land' and are glad to equip you with the "Front Porch Kit".

The AHLA understands that leasing land for hunting is not for everyone, but being smart and protecting yourself and your landowner is. The AHLA has created this FREE tool for you that no other organization has ever created! The "Front Porch Kit" shows landowners you are willing to provide protection for both parties (landowner and hunters) with a hunting liability insurance policy. You can show this protection by printing off the "Front Porch Kit", which includes a sample Certificate of Liability Insurance. The Certificate of Liability Insurance will show that both parties are included as 'named insured' on the policy.

The kit also includes a sample customizable lease agreement with a signature page which you will receive FREE with an AHLA policy. The customizable lease agreement will allow you and the landowner to agree on set terms and conditions for the property and will include signatures of the landowner and all members of your hunt club. This clear communication and documentation is vital to the success of your relationship.

We have also included in the Front Porch Kit an informational brochure that explains the AHLA program and answer any questions the landowner might have about us.

As always, Good Luck and Hunt Safe.

The American Hunting Lease Association 10412 Allisonville Road, Suite 108 Fishers, Indianapolis 46038

info@ahuntinglease.org



HUNTING LICENSE AND INDEMNITY AGREEMENT

This Hunting License and Indemnity Agreement ("Agreement") is made and entered into as of the **10 of February**, **2017**, by and between **Joe Farmer** (Landowner) as "Licensor" and the following individual or group of individuals **Hunter Smith** (Hunter or Hunt Club) singularly or collectively referred to as "Licensee".

WITNESSETH

Subject to the terms and conditions set forth in this Agreement, Licensor does hereby grant to Licensee the exclusive (or non-exclusive) license and right to use the Burdened Premises, ("Premises") for recreational, non-commercial hunting of only the following game species with the following weapons:

All game species with all legal firearm and archery equipment for the state of **Missouri**, as may be found upon and harvested from the following License Area:

Legal description of property inserted here (i.e 225 Acres in Adams county, Ohio).

Licensee's rights hereunder shall constitute a mere license and shall not be construed as a grant, sale, transfer, lease, profit à prendre, or other disposition of any interest in the Premises. Licensee's exercise of any rights hereunder is permissive only and in no sense adverse to the title, ownership and possession of the Premises by Licensor. It is understood that the rights and privileges granted herein are not assignable without the express written consent of the Licensor. This License is strictly limited to the use of the Premises for the activities described herein, and notwithstanding anything contained herein to the contrary, the Licensee has no other rights to the use of the "Premises".

Section I - Agreement

- 1. The initial term of this Agreement shall be for a period from February, 10, 2017 to February, 10 2018.
- 2. The Licensee agrees:
 - 1. To pay Licensor the sum of \$ 3200 as consideration for the use of the Premises for the initial term. If Licensee desires to renew, at Licensor's discretion, the license for an additional one (1) year term, Licensee shall notify Licensor in writing at least thirty (30) days prior to the expiration of the initial term. Licensee shall pay sum of annual license to Licensor not later than two weeks prior to the expiration of the current term. Failure to pay such sum within the time constraints herein imposed releases the Licensor from performance of this License and Licensor may license the whole or any part of the Premises without recourse from the Licensee.
 - To not sublicense the Premises, nor shall Licensee grant permission to anyone who is not a party to this Agreement or a member of the Hunting Group to hunt or otherwise use the Premises. For purposes of this Agreement, the Hunting Group shall be defined as the Licensee, which can consist of up to 6 (# of hunters) individuals.
 - 3. To abide by any and all State, Federal and local hunting regulations, including any quotas prescribed by Licensor. Failure to follow said regulations, by Licensee or other member of the Hunting Group may, at Licensor's option, cause immediate cancellation of the Agreement as to that Licensee or to all Licensees (at Licensor's sole discretion) and without refund of all fees paid.
 - 4. To maintain proper safety procedures regarding firearms, including but not limited to, ensuring that all firearms are unloaded while in vehicles and in vicinity of all buildings.
 - 5. To maintain proper vigilance aimed at preventing fires or damage by other means to the Premises, and to immediately report any wildfires that may occur on the Premises to Licensor.

- 6. To ensure that vehicles are driven only on established roads and that all gates are left as originally found.
- 7. To maintain a no hunting or shooting zone within 100 yards of any occupied building and around all other designated areas. Local or state minimum regulated distances will supersede this distance if more than 100 yards.
- 8. To remove all personal property or structures placed or constructed by Licensee upon the Premises at termination of this Agreement unless the Licensor has provided prior written consent to leave any or all such property. Personal property and/or structures shall become possession of the licensor at the end of the term of this agreement. Nothing in this paragraph shall be construed as granting Licensee the right to place or construct any structure on the Premises.
- 9. To repair any damage caused to the Premises and to return the Premises to the Licensor in the same condition that existed upon commencement of the Agreement. Any clearing of underbrush must be done in a manner so as not to damage any trees or crops that have been planted.
- 10. To in no way hinder farming or damage crop production.
- 11. To not enter upon any neighboring land or hunt on any land not described herein.
- 12. To keep the Premises free of litter at all times.
- 13. That all property of every nature and description that may be on the premises during the continuance of this license shall be at the sole risk of the licensee. Licensor shall not be liable to licensee or any other person for injury, loss or damage to any person or property on the premises.
- 3. Licensor hereby agrees:
 - 1. To provide the Licensee with hunting rights on the Premises during the term of this Agreement, subject to the conditions and restrictions provided herein.
 - 2. To not license to or give any other individual(s) permission to access for recreation, occupy for recreation, or use for recreation purposes, or hunt on the Premises during the term of this Agreement. This does not restrict the licensor or the licensor's agent from farming, harvesting timber or firewood, conducting mineral exploration, or general maintenance of the Premises.
- 4. The Licensee has chosen of his or her own free will to go hunting on the Premises, and realizes there are inherent dangers from the sport of hunting, including but not limited to, danger from other hunters, the inherent danger of injury from the presence or use of firearms, and other dangers of any nature whatsoever, including dangers to bodily injury or damage which may occur (such as, but not limited to, the use of hunting knives, axes, arrows, traveling by vehicle over rough terrain, getting into and out of deer stands for hunting), and the risk of such injury or damage caused by other hunters. Licensee agrees at all times to use extreme caution and care in protecting himself or herself, his or her property, and others and their property, from accident, damage or bodily injury which may result from any such risk.
- 5. Licensor shall have no obligation to prevent trespassing, including poaching on the premises and assumes no responsibility for the acts of any third parties thereon. Licensee shall have the right at its sole risk and expense to post the premises and (subject to the reserved rights of the licensor) exclude trespassers.
- 6. It is mutually agreed that failure to abide by the terms and stipulations above by any Licensee or member of the Hunting Group constitutes a material breach of this Agreement

Section II - Release and Indemnification

As further consideration for the rights and privileges granted herein, Licensee agrees to the following:

- 1. It is understood that the Premises consists of mostly undeveloped and untamed land, and the Licensee has had an opportunity to inspect the Premises and accepts the Premises in an "as is" condition and further, the Licensee understands that hunting is a dangerous activity and that there may be hazards (known and unknown, hidden and observable), including but not limited to, dangers such as holes, cracks or openings in the earth, fence wire, snakes, wells, swamps, brush and other growth, ponds, harmful plants, wild or poisonous animals, insects, bats, unauthorized or careless persons on the land, other hunters, or other risks that may be dangerous and cause injury and/or death and that Licensee assumes all such risks as his/her own responsibility, without liability to or recourse against the Licensor, Licensor's Agent or their agents, officers, directors, employees, assignees and heirs.
- 2. That although Licensor may have a greater knowledge of the Premises than Licensee, that it is impracticable and virtually impossible for Licensor to list and/or to physically show Licensee each and every potential hazard on the Premises and Licensee enters onto said Premises despite same and at

Licensee's own risk and without liability to Licensor, Licensor's Agent or their agents, officers, directors, employees, assignees and heirs.

3. To forever release, defend, indemnify, and hold harmless Licensor and Licensor's Agent, their agents, officers, directors, employees, assigns and heirs, from and against any and all liability, claims, fines, settlements, damages, demands, suits or causes of action of whatsoever nature, including but not limited to reasonable attorney's fees, arising out of bodily injury to, illness or death of any person, including Licensee or other member of the Hunting Group, damage to property of any person, legal entity, or third party, in any occurrence incident to or arising out of or relating to this Agreement or any activities occurring upon the Premises, whether by Licensee or otherwise; the performance or non-performance by Licensee of its obligations hereunder; a breach of any term, provision or warranty contained in this Agreement; or any violation of any laws, regulations or ordinances related to Licensee's obligations or performance hereunder.

Section III - Miscellaneous

- 1. In the event that any action is filed in relation to this Agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all other sums that either party may be called on to pay, a reasonable sum for the successful party's attorneys' fees.
- 2. Either party's failure to complain of any act or omission on the part of the other party, no matter how long same may continue, shall not be deemed a waiver by such party of any of its rights hereunder. No waiver by either party at any time, express or implied, of any breach of any provision of this Agreement shall be deemed a waiver or a breach of any other provisions of this Agreement or a consent to any subsequent breach of the same or any other provision.
- 3. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns.
- 4. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.
- 5. The titles to the paragraphs of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.
- 6. This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.
- 7. Any notice provided for or concerning this Agreement shall be in writing and be deemed sufficiently given when sent by certified mail or registered mail to the respective address of each party as set forth in this Agreement.
- 8. The rights of each party under this Agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.
- 9. If any provision of this Agreement shall be held to be invalid or unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby, and each remaining provision shall be valid and enforceable to the fullest extent permitted by law.
- 10. This Agreement shall be construed under and in accordance with the laws of the state in which a majority of the Premises is located.
- 11. Additional Terms and Conditions mutually agreed upon include: (add any special or unique terms here)

ATV use for stand/blind placement and game retrieval only.

[SIGNATURE PAGE TO FOLLOW]

SIGNATURE PAGE TO HUNTING LICENSE AND INDEMNITY AGREEMENT

The undersigned Licensee acknowledges that he or she has read this entire Agreement, including the release and indemnification provisions, and has had ample opportunity to review this Agreement with an attorney, and is signing this Agreement voluntarily, without duress, and by signature hereby accepts and agrees, jointly and severally, to all of the provisions of this Agreement contained herein.

Licensee (Hunter) (No more than #) (print additional page if more than 6 Licensees/Hunters)

| Signed | | Signed |
|----------|-----------------------------|---------|
| Printed | Member First name Last name | Printed |
| Address | Member Address | Address |
| Address | Member City, State Zip | Address |
| Email | Member Email | Email |
| Phone | Member Phone | Phone |
| Date | | Date |
| Signed | | Signed |
| Printed | | Printed |
| Address | | Address |
| Address | | Address |
| Email | | Email |
| Phone | | Phone |
| Date | | Date |
| Signed | | Signed |
| Printed | | Printed |
| Address | | Address |
| Address | | Address |
| Email | | Email |
| Phone | | Phone |
| Date | | Date |
| Licensor | (Landowner) | |
| Signed | | Signed |
| Printed | | Printed |
| Address | | Address |
| Address | | Address |
| Email | | Email |
| Phone | | Phone |
| Date | | Date |

Standard 5.14





10412 Allisonville Road, Suite 110 Fishers, IN 46038

PROTECTING WHAT YOU LOVE

"It is extremely important to protect your hunting club and landowners, the AHLA is the most economical and pain free way to do that!"

- Paul Davis

"The first time I've ever had to get insurance on a lease, and boy did your staff make it simple and top notch. It helped me land a great lease. Thanks for all that you do!!!"

- Daniel, Virginia

Here For You

That's right. We are **your** American Hunting Lease Association and you can bet we take your passion for all things hunting related as serious as you do. Whether you are chasing whitetails, calling in a stubborn tom or huddled in a duck blind, the hunting lease concept has become the most popular method for securing private land across our country. We believe the hunting lease is the tool used by responsible stewards to preserve quality habitat and to provide safe, ethical hunting opportunities.

As your partners, we are committed to the simple truth that a healthy relationship between the landowner and the hunter(s) is the cornerstone of a successful hunting lease. Like any good relationship, clear communication from the beginning will assure everyone's expectations are clear.

No other organization works harder to improve your hunting lease experience. <u>That's a promise</u>. Just take a look at a few of the tools we offer to help you improve your hunting lease.

- LEASESPOTTER: (FREE) Our new listing service provides landowners a simple process to list their farms/properties on our website, and allows hunters from across the country to search for their next lease.
- HUNTING LEASE LIABILITY INSURANCE: Our winning combination of liability insurance, affordable pricing and next day coverage is the reason hunters and landowners are turning to the AHLA.
- CUSTOM LEASE AGREEMENT (\$25): Our hunting lease contract sets the standard for the entire industry. You can customize our contract to fit your specific needs and print it in minutes. Our agreement is <u>FREE</u> with policy purchase.
- EXPERT GUIDANCE: Our years of experience in the industry have allowed us to create a library of informative articles, videos and presentations. Maybe even a laugh or two! (ahuntinglease.org/blog)

We genuinely want to provide you with the guidance and tools you need to make your hunting lease experience worthwhile. If there is anything our team can help you with or provide for you, please never hesitate to call or email.

As always, good luck and hunt safe!

Sear Joliace

Sean Ferbrache Chief Operating Officer, AHLA



Liability Protection

- \$1,000,000 per occurrence
- \$2,000,000 aggregate
- Covers every member of the club listed on the agreement
- Member-to-Member Coverage
- Guest Liability Coverage
- \$100,000 Fire Damage Liability
- \$5,000 Medical Expenses
- Liability from tree stands and ATVs for hunting is covered
- No Deductible

The American Hunting Lease Association has developed a state-of-the-art Hunting Lease Risk Management Program. We combined great hunting lease liability insurance, a simple and fast process, with a fully customizable hunting lease agreement to make your hunting lease experience worry free. Our program was designed to protect both the landowner & the hunters, so it can be purchased by either party.

We offer two master policies, one starting on March 1 and another starting on August 1. Regardless of when you secure your lease, we have a policy that will provide you with great value and the best coverage you can find!

Count On Us



We also realize the importance of sustaining our hunting heritage and the impact that paying it forward will have on our children's ability to enjoy an outdoor lifestyle. That is why we have proudly created the American Hunting Lease Foundation. Sales of hunting licenses across the US are declining, which only means fewer hunters to carry and pass the torch on to the next generation.

Our foundation's mission will be to introduce new hunters, both young and old, to the hunting/outdoors lifestyle and to support the conservation efforts of our members. We simply cannot allow the future of hunting to be left to chance. Together, we will move the needle in the right direction and secure a future the next generation can enjoy.



FREE ahuntinglease.org/leasespotter

AHLA's LeaseSpotter is the right choice for landowners and hunters!

The American Hunting Lease Association is proud to provide the only FREE hunting lease listing service that provides every tool you need to enjoy a safe,ethical and affordable hunting lease experience. Our LeaseSpotter serves as a simple conduit to connect hunters with landowners that want to lease their farms or property.

LANDOWNERS

Use our quick listing process and marketing expertise to create a professional listing that will attract the right hunters for your property. Our quick 10 minute process will walk you through the creation of your listing, so hunters can easily understand your requirements and make the decision to contact you for more information.

HUNTERS

We have perfected the process of putting you on the hunting lease of your dreams! Whether you are putting the trophy of a lifetime on your wall or filling your freezer. <u>No monthly membership fees.</u> <u>No processing fees.</u> <u>No locator fees.</u> We exist to make finding your next hunting lease easy and affordable!

Guides & Outfitters Liability Insurance

Professional hunting and fishing guides across the U.S. finally have an affordable option for their liability coverage. The American Hunting Lease Association has introduced an industry rattling program specifically built for the hard-working guides and outfitters that take Americans hunting and fishing.

We believe reducing operating costs for guides and outfitters directly correlates to more hunters in the field and that is a win-win-win.

The AHLA program offers comprehensive coverage against liability for as little as \$595 (*up to 50k in estimated revenue*) and beyond for larger operations.

www.ahuntinglease.org/guides-and-outfitters

Using the same master policy approach we use for hunting lease programs, we are able to offer Professional Guides and Outfitters lower rates than traditional custom written policies, while maintaining the same important coverage limits.

Landowner and Hunt Club Checklists

The American Hunting Lease Association is committed to creating a simple and direct path to a successful hunting lease. We know better than anyone what that takes and we are happy to provide you with the tools you need to make a hunting lease mutually beneficial to everyone involved. Creating a healthy relationship between landowners and hunters is vital to the success of your hunting lease. We all know that a healthy relationship starts with clear communication. Use the checklists below to make sure you have addressed each of these important items.

Landowners and hunters agree, completing these checklists has made their hunting lease experience smoother and more enjoyable!

| Landowner Checklist | Hunt Club Checklist |
|---|---|
| Physically inspect your property Identify hazardous conditions and emove where possible Mark boundaries of property with tape/paint so they are clear to hunters Post property with 'No Trespassing' signs Market your property using AHLA guidance description, pictures, parameters) Meet with prospective hunters to answer questions and convey your expectations Create a legal hunting lease agreement that is clear and agreeable to all parties Purchase a hunting lease liability insurance to protect you, your assets and the hunters Enjoy the peace of mind a properly executed hunting lease brings you and your family | Meet with your hunt club (hunting partners) to establish expectations before you lease Set a budget and stick to it Physically inspect/walk any potential property or farm. Aerial images are good, but can change dramatically over time Meet/speak with your landowner. Do you plow after harvest? Can we camp on your farm? Etc Create a legal hunting lease agreement. (Free with hunting lease liability insurance purchase at ahuntinglease.org) Purchase hunting lease liability insurance. The easiest and most affordable way to protect your hunt club members and your landowners! (starts at \$215 for up to 499 acres) Congratulations! You can now hunt private land and have control of how, when and where to hunt! |
| <image/> | |

866-782-6330 • ahuntinglease.org