

**DEER HUNTING LEASE**

THIS LEASE made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the Trustees of the SAND SPRINGS HOME AND CHARLES PAGE FAMILY CARE CHARITABLE REMAINDER ANNUITY TRUST, of Sand Springs, Oklahoma, Party of the First Part, hereinafter called 'Lessor' and \_\_\_\_\_, \_\_\_\_\_, telephone number \_\_\_\_\_, Party of the Second Part, hereinafter called "Lessee."

WITNESSETH:

That Lessor, for and in consideration of the premises and the agreements hereinafter set forth to be kept and performed by the Lessee, and the rentals hereinafter reserved to be paid by Lessee, does hereby demise, let, and lease unto the Lessee, the DEER HUNTING RIGHTS on lands situate in \_\_\_\_\_, County, State of Oklahoma, generally described as follows:

SEE ATTACHED PROPERTY ID AND ASSOCIATED MAP

TO HAVE AND TO HOLD the same unto the said Lessee for a period of \_\_\_\_ ( ) HUNTING SEASON, commencing on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, to and including the \_\_\_\_ day of \_\_\_\_\_, 20\_\_. Lessee agrees to pay \$ \_\_\_\_\_ annually upon signing of the lease.

IT IS AGREED, that this lease for hunting rights will be from September 1<sup>st</sup> through January 31<sup>st</sup>. Lessee and other hunters are not to be on premises from January 31<sup>st</sup> until September 1<sup>st</sup> without permission of Lessor. Fishing will be allowed during the hunting season only.

IT IS AGREED, Lessee shall have the use of the premises for hunting purposes for \_\_\_\_ ( ) people only and shall not commit waste thereon, and Lessee may not place improvements on the premises. It is understood that the Lessee will have and keep all fence gates closed. It is also understood that Lessee may not cut wood or make roads on the premises. It is agreed that four-wheelers will not be allowed on the premises from January 31<sup>st</sup> to August 31<sup>st</sup> in any year.

IT IS AGREED, Lessee shall not permit motor vehicles to travel upon any hay meadow. Lessee further agrees that no smoking will be done in or around the premises.

IT IS AGREED, anything to the contrary herein notwithstanding, that in the event Lessor desires to use said lands for any other purposes, a separate lease is required.

IT IS AGREED, This Lease may be cancelled and terminated on thirty (30) days written notice to Lessee. In case of such cancellation or termination, and if terminated prior to a major hunting season, Lessor shall pro-rate any rental paid and return to the Lessee a sum equal to 1/5<sup>th</sup> of the term rental for each month of the term hereof for which Lessee shall not have used the premises by virtue of such cancellation or termination. Such proration pertains only to sums actually paid by Lessee to Lessor and only for hunting rights from September 1<sup>st</sup> through January 31<sup>st</sup>.

IT IS AGREED, that cancellation due to violations of this lease will be immediate and forego the (30) Thirty-day notice and all equipment, feeders, stands and blinds must be removed with (7) seven days. Any items left beyond (7) seven days will be considered abandoned and removed and disposed of.

IT IS AGREED, Lessee hereby assumes all liability for all claims arising on account of the injury to or death of persons or livestock of any kind or damages to property of any person arising in connection with the leasing and occupying of said premises caused either by the Lessee, his families, employees, guests, or agents who might be upon the premises at the request of Lessee and shall hold harmless Lessor from any and all liability for loss, damage or injury to persons or livestock or property thereon. Lessee shall carry at his sole expense, a policy of liability insurance in the sum of \$1,000,000.00, wherein Lessor is a named insured with the Lessee as coinsured and provide a copy of said policy to Lessor.

LESSEE FURTHER AGREES AND IT IS UNDERSTOOD, he will save and keep the premises herein demised and let free and clear of any and all Mechanics, Materialmens or Laborers Liens and other liens arising from the fulfillment of his obligations hereunder, and Lessee agrees to indemnify and does by this agreement save Lessor harmless from any and all such liens, costs, expenses, attorney fees, loss and damage resulting from the filing of any such liens.

IT IS AGREED, that Lessee shall not hunt, or allow / permit others to hunt upon the premises before or after daylight hours and limit the number of hunters per day to \_\_\_\_\_ ( ), and Lessee shall not permit or allow any person or persons to come upon the premises for any reason other than for the purposes of conducting the activities permitted by this Hunting Lease.

The Lessee further agrees there will be no extra or guest hunters allowed and a list of the names of the \_\_\_\_\_ ( ) hunters will be given to Lessor. This shall include a PHOTO ID of all listed permitted hunters.

IT IS AGREED Lessee further agrees that there will be no permanent tree stands or blinds constructed on the premises at any time or location.

Lessee further agrees that all tree stands or blinds shall display the annual ID sticker provided them by the Lessor and that any unmarked units or items will be removed from said property and disposed of by Lessor without notice.

IT IS AGREED AND UNDERSTOOD that this is a HUNTING LEASE ONLY and **NOT** a general recreational lease. Therefore, under this lease, portable camping units, trailers, tents, RVs, ATVs, UTVs and any accessories pertaining to this activity may only be present while a hunter(s) is present and actively hunting with the exception of blinds and stands. No items shall be left or stored on the property without the expressed written consent of the Lessor and under separate written agreement.

IT IS AGREED, Lessee shall keep gates closed at all times and utilize ONLY the lock to be provided by the Lessor. The lock shall be RED in color and installed by Lessor prior to the start date of the lease and removed by Lessor at the ending date of the lease.

Lessee will drive only on existing roads and shall designate areas for parking.

Lessee shall post and patrol the premises and report any trespassing to the Lessor.

IT IS AGREED, that Lessor has granted or may grant to others the right to graze livestock on the premises or conduct other activities not related to hunting.

IT IS AGREED, that this Lease contains all of the agreements of the parties relating to the subject matter of this Agreement. Lessee further agrees that in the event of any violation of any condition of this Lease that Lessor may immediately terminate this Lease and cancel same, and no pro-ration of moneys paid shall take place and Lessor may retain all moneys paid as liquidated damages, the determination of actual damages being extremely difficult if not impossible.

The obligation of this Lease shall be binding and extend to the legal representatives of the parties hereto.

EXECUTED IN DUPLICATE, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

SAND SPRINGS HOME AND OR CHARLES PAGE FAMILY CARE CHARITABLE  
REMAINDER ANNUITY TRUST LESSORS

By: \_\_\_\_\_  
James R. Roderick, Trustee

By: \_\_\_\_\_  
R. A. Weese, Trustee

By: \_\_\_\_\_  
L. Erik Stuckey, Trustee

By: \_\_\_\_\_ ( LESSEE )

Printed Name: \_\_\_\_\_ ( LESSEE )