



ANNUAL HUNTING LEASE AGREEMENT - PROPERTY 63

State of Kansas

County of Osage

Subject to the terms and conditions set forth in this document, Evans Land Leasing (hereinafter called Landowner) does hereby grant to _____ (hereinafter called Tenant) the right to access the subject parcel legally described below for the purposes of hunting and fishing in accordance with all terms contained within this agreement.

BRIEF LEGAL DESCRIPTION OF PROPERTY: A tract containing 1,200 acres, more or less, in S22, T17, R17 AND S14, T17, R17 AND S10, T17, R17

comprising a total of 1,200 acres, more or less.

1. The term of this lease shall run from April 1st, 2024, to March 1st, 2025.
2. The Tenant hereby understands and agrees to:
 - a. Pay to the Landowner the sum of (\$) _____ for the total annual lease price on or before April 1, 2024.
 - b. Abide by all state and federal hunting regulations.
 - c. Abide by hunting regulations prescribed by Landowner.
 - d. Be personally responsible for the actions and activities of all persons hunting or fishing on the subject property and to act as the representative in matters regarding all activities carried out under this lease.
 - e. Maintain proper safety procedures regarding firearms, particularly by seeing that all firearms are unloaded while in vehicles and in the vicinity of all buildings.
 - f. Maintain proper vigilance aimed at preventing fires or damage by other means to the leased area.
 - g. Shut all gates promptly at time of use.
 - h. Maintain a No Shooting Zone within 200 yards of any occupied building and around any other designated areas.
 - i. Renewal: This lease expires on March 1st, 2025 and is not renewable unless agreed to in writing by all parties.
 - j. Allowable uses: Hunting and fishing of all legal game and fish species in the State of Kansas other than those hunted at night. There shall be no trapping on the property unless agreed to by the Landowner.
 - k. Night hunting and fishing: No night hunting or fishing activities are allowed on the premises.



- l. Type of weapon allowed: Any weapon deemed legal for the harvest of game animals in the State of Kansas.
 - m. Non-hunting guests: In addition to the maximum number of hunters specified for this tract, up to 2 non-hunting guests are allowable per tract. Any additional guests must be agreed to by the Landowner.
 - n. Liability insurance: The Tenant shall provide a current certificate of insurance covering the Tenant and all guests of the Tenant against liabilities and damages to the Landowner. Coverage shall be in at least the amount of \$1,000,000.00. The Tenant shall have two weeks after winning the bid to provide proof of insurance to the Landowner and shall be provided before any hunting or fishing related activities take place on the property.
 - o. Liability for livestock: Any livestock injury or death caused by the Tenant's hunting activities shall be the full responsibility of the hunting Tenant and the hunting Tenant shall reimburse the owner of said livestock in full.
 - p. Foodplots: The planting of foodplots is not allowed. The baiting of wildlife is allowable in accordance with the laws of the State of Kansas. There is to be no baiting of animals in pastured or hay meadow portions of the property and not within 50 yards of any pastured portions.
 - q. Disposal of carcass: The only allowable carcasses to be disposed of on the property are deer killed on the property. All other carcasses of game are to be removed. Any deer carcasses are to be disposed of in a timbered portion of the subject parcel if available. Absolutely no carcasses are to be disposed of in waterways, drainage areas or in a crop field.
 - r. Vehicular travel: Passenger vehicles shall only be allowed at the beginning and end of the lease term for the sole purpose of placing stands, blinds and feeders so long as ground conditions allow such travel without creating ruts. Four-wheelers and side-by-sides shall be allowable at all times as long as they do not create ruts.
 - s. Removal of blinds, stands and feeders: All hunting and fishing equipment belonging to the Tenant shall be removed on or before the expiration date of the lease.
 - t. Subleasing: There is to be no subleasing of the subject property without written permission from the Landowner.
 - u. The maximum number of hunters is not to exceed 4 at any one time on the property except for the hunting of waterfowl.
 - v. Abide by all written rules and regulations supplied at the onset of this agreement.
 - w. At no time shall the Tenant drive over a growing crop in a tillable field.
3. Agricultural and/or grazing practices are necessary on the premises and take precedence over the rights given in this agreement. Hunting and fishing activities shall not interfere with any such practices.
4. It is mutually agreed that failure of the Tenant to abide by the terms and conditions contained in this lease agreement will constitute cause for the forfeiture of all hunting and fishing rights, deposits and fees.
5. Tenant shall not assign or otherwise convey any rights granted by this agreement to other persons without the expressed written consent of the Landowner.



6. The addresses of the parties hereto for the communication of notices are, unless altered by written notice, as follows:

For the Landowner:
PO Box 67
Lebo, KS 66856

For the Tenant:

7. In case any one or more of the provisions contained in this lease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, all other provisions and this agreement shall be constructed as if such invalid, illegal, or unenforceable provision has never been contained herein.

8. **Tenant recognizes the inherent dangers associated with hunting, both natural and human-created. Tenant recognizes that accidents involving firearms, ammunition, falling trees, hidden ground openings, poisonous plants and animals and various other dangers may forcibly occur on the premises aforementioned. Tenant acknowledges his/her recognition of these dangers and the possible existence of dangerous physical conditions upon the premises such as, but not limited to, those described on the enclosed map. With the aforementioned recognitions in mind, Tenant agrees to indemnify and hold harmless Landowner and all of his/her family, servants, employees and agents from all claims, suits, losses, personal injuries, deaths, property liability and all other liability resulting directly or indirectly from or on account of hunting activities engaged in by Tenant or Tenant's guests on the premises heretofore mentioned, said obligation to indemnify extending to the reimbursement of Landowner for all expenses and suits including but not limited to, judgements, attorney's fees and court costs.**

Executed in duplicate on this _____ day of _____, 20_____.

Landowner

Tenant

Landowner

Tenant

Landowner

Tenant

Evans Land Leasing
PO Box 67
Lebo, KS 66856