Calhoun Conservation District 

13464 Preston Dr. Ste. 120

Marshall, MI, 49068

(269)781-4867 ext. 5

**GENERAL PROPERTY**

*Use of the leased premises shall be enjoyed equally by all individuals without regard to race, color, creed, or sex; HOWEVER, the LESSOR may deny access on an individual basis under conditions or circumstances which, in the view of a reasonably prudent person, may result in the increased likelihood of accident or damage to the property.*

THIS AGREEMENT dated *DATE* by and between Calhoun Conservation District, (13464 Preston Dr. Marshall, MI 49068), (Lessor), And \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Lessee(s). For the purpose of this Agreement, the term “Lessee” or “Lessees” shall include any and all family members and guests of Lessee, which persons shall be the subject to the terms and limitations of this Agreement as through they were the signatories hereon. Lessee agrees to be responsible for the activities of said persons.

Calhoun Conservations District (Lessor) grants to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and Lessee(s), and Lessee(s) accepts hunting privileges as follows:

1. Lessee(s) agrees all information provided to Calhoun Conservation District is and will remain current, accurate and complete. All provisions of this Agreement referring to “Lessee(s)” shall bind all persons entering upon the leased property under this Agreement.
2. Hunting Season: Hunting privileges are granted for the period from ***DATES*** unless earlier terminated pursuant to the terms of this agreement. This lease is using one option renewed during the dates specified above, unless terminated by either party pursuant to the terms of this agreement. The lease amount of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ shall be paid to the Calhoun Conservation District before September 1. 2025.
3. Subject to the terms of this Agreement, Lessee(s) is granted the privilege to hunt on the land, *GENERAL PROPERTY*.
4. Compliance with Laws and Sportsmanlike Conduct: Lessee(s) and all of Lessee(s) guests shall have valid hunting licenses and comply with all laws and regulations of the State of Michigan and the area in which the leased property is located. All hunting activities shall be conducted in a sportsmanlike manner. Lessee(s) shall make diligent effort to recover any wounded game and obtain permission from the owner of any neighboring property before entry upon any neighboring property in pursuit of wounded game.
5. Lessee’s privilege shall be exclusive and Lessee(s) has the right to challenge and exclude others found hunting upon the Land. Calhoun Conservation District does not guarantee protection against third party trespassers.
6. Lessee(s) acknowledges that entry upon the Land and activities associated with hunting involve risks to persons and property which may include bodily injury and result in death. These risks include, without limit, risks associated with the use of firearms, other weapons, and use of the Land prior to daylight or after dark. Lessee(s) acknowledges that he/she may obtain insurance, at Lessee’s own initiative and expense, against any and all such risks, to the extent Lessee(s) desires to do so. Lessee(s) acknowledges that the leased property may be in a wild state or that because of agricultural use or other activities thereon, there may be hazards, including, without limit, water, structures, excavations, standing dead-timber and farming equipment and operations conducted thereon and that Calhoun Conservation District has no obligation to prepare the land for Lessee’s access or to curtail or modify Calhoun Conservation District’s activities upon the Land to accommodate Lessee’s use or activities. Lessee(s) has the affirmative duty to inspect and acquaint himself/herself with all conditions on the land. Lessee(s) assumes all risks regarding any and all activities upon the Land and shall defend, indemnify and hold harmless Calhoun Conservation District, Calhoun Conservation District Board of Directors and/or employees from and against all claims or liability for loss, injury, damage, and death which may arise out of any use, activity, occupancy of Lessee(s), or other person, occurring upon or about the leased property, including claims arising from the negligence of Calhoun Conservation District, Calhoun Conservation District Board of Directors and/or employees, and including claims for interest, costs, expenses and reasonable actual attorney fees. The obligations of the Lessee(s) hereunder shall survive termination of this agreement.
7. Notwithstanding anything herein to the contrary, Calhoun Conservation District reserves at all times the right to deny access to, and/or exclude from the Land, Lessee(s) or other person claiming access through Lessee under this Agreement in the event of any violation or threatened violation of this Agreement including without limit any unsafe, unlawful or unsportsmanlike conduct. Upon oral notice from the Calhoun Conservation District to Lessee(s), which may later be confirmed in writing, Calhoun Conservation District may terminate this Agreement at any time if Lessee or any person claiming through Lessee under this Agreement is in violation of this Agreement. No refund of Lessee’s money shall be given in that event. The first listed signature (see page 3) on this lease shall be the contact person for any and all correspondence from Calhoun Conservation District.
8. This Agreement shall grant to Lessee(s) a personal, revocable, non-transferable, limited license to enter upon the leased property only for the purpose of hunting and leased to the terms of this Agreement. Nothing herein or any activity upon the leased property shall be deemed to grant to or create in Lessee(s), or any other person, any easement, agreement to make a contract, tenancy, estate, permanent or other right in or to the leased property, to any wildlife thereon or other rights against Calhoun Conservation District.
9. Only the Lessees identified in this agreement (see signature page) shall hunt upon the leased property. Lessee(s) agree that Calhoun Conservation District may at any time require anyone entering upon the leased property or otherwise claiming the privilege to do so under this Agreement to identify him/herself by: a) name, b) address, c)hunting license number, d) automobile license number, and such other information as the Calhoun Conservation District may request. Calhoun Conservation District shall further have the right at any time to request advance notice of the dates and times any persons will be hunting upon the leased property. All persons hunting upon the leased property shall be adults or accompanied by an adult, and be properly licensed.
10. Lesser(s) is permitted to hunt any lawful species.
11. Lessee(s) may post the leased property in accordance with Calhoun Conservation District’s prior consent and direction. Lessee(s) may NOT place any permanent blinds or tree stands on the leased property.
12. Lessee(s) understands and acknowledges that Calhoun Conservation District Directors and employees may occasionally visit the leased property and Lessee(s) shall respect such activities, refrain from interference with the same and regulate hunting activities accordingly.
13. Lesse(s) shall respect Calhoun Conservation District’s land, property and interests at all times and abide by customary and reasonable rules of sportsmanship, firearms and weapons safety and conduct all activities upon the leased property in a careful, safe, and sober manner consistent with sound conservation and environmental practices.
14. All vehicles are prohibited from the leased property except as approved by Calhoun Conservation District.
15. Lessee(s) shall not use or consume alcoholic beverages or controlled substances prior to hunting or at any time while upon the leased property.
16. Lessee(s) shall not conduct any burning or build any fires on the leased property.
17. Lessee(s) shall avoid all littering or the creation of any other unsightly condition on the leased property. Lessee shall act as a steward of the land, conserving the natural area for years to come.
18. Lessee(s) shall use Calhoun Conservation District designated routes of access.
19. Lessee(s) shall not conduct or permit any prohibited or illegal activity upon the leased property.
20. Properly licensed dogs may be used for hunting. Lessee(s) shall control all dogs in a manner consistent with good hunting practice.
21. The following activities are prohibited:

Camping or staying overnight on the Land

Use of motorcycles, trail bikes, or similar vehicles

Use of snowmobiles

Any penetration of tree bark

Burning of trash, lighting of fires including campfires

Cutting of any timber or removing any timber from the Land

Trapping of animals

Permanent blinds or tree stands

Hunting after dark

Appearing on or remaining upon the Land earlier than 2 hours before sunrise or later than 2 hours after sunset, except in emergency situations

1. Special Provisions: The following additional provisions apply:
   1. The Calhoun Conservation District periodically conducts a timber harvest upon the leased property. During such time, Lessee(s) shall be notified by phone, with a follow-up letter via mail, of the dates and times when the harvest will occur. No access to the leased property will be allowed during these times to the Lessee(s).
   2. Due to oil &amp; gas lease(s), the leased property may have periodical noise disturbances. Lessee understands that these disturbances may affect his quality of hunting on the leased property.
   3. Calhoun Conservation District reserves the right of access to the leased property for purposes of inspection and to confirm that Lessor is complying with the terms of the Agreement.
2. This lease is non-transferable.
3. It is understood that this document is written in good faith in that the Calhoun Conservation District does own said properties and the Lessee desires only those hunting rights described in this lease.

Lessee(s) Contact Information

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Lessor(s) representing the Calhoun Conservation District Board of Directors

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title