

## Farm Lease (Hunting rights only)

Made on **October 14, 2022** by and between, Lessor/s, **Binder Family LTT**, and Lessee/s:

**XXXXXXXXXX**

WITNESSETH: That the said lessor, in consideration of the rent and covenants herein specified, does hereby let and lease to the said lessee, the following property (84 acres outlined in RED on the map below) to-wit:



With appurtenances thereunto, for a term commencing **October 14, 2022** and ending **October 13, 2023**. Lessee does hereby hire said hunting rights for taking all types of game & hunting seasons, on said premises for the term aforesaid, and agrees with the lessor, its heirs and assigns, in consideration therefore, that he will and does hereby bind and obligate his heirs and assigns as follows. Lessee hereby agrees that hunting is a dangerous sport, and assumes all risks associated, and to hold lessor harmless of any liability in the event of any hunting accident, death, or injury of any sort, and pay to lessor, or it authorized agent, the following rental fee paid as follows, to-wit:

**Total Lease Amount: \$**

Payment to be made payable to: Farmland Investments, Inc

Delivered/Mailed to: Barnes Realty c/o Megan Acton 18156 Highway 59 Mound City, MO 64470

**RENEWAL PROVISIONS & Inflation Clause:** This lease may be renewed based on a 6% annual increase, provided the lease funds are paid in advance of the above expiration date, and the funds are accepted by the Lessor.

Lessor Initials \_\_\_\_\_

Lessee Initials \_\_\_\_\_

### **Federal & State Wildlife Codes & Violations**

I, the lessee, agree to be entirely responsible for my actions, or anyone I bring onto the property regarding any federal or state wildlife code violations, so that any fees or tickets imposed onto the landowner, as a result of my actions, will be paid by me.

**RELEASE OF LIABILITY, HOLD HARMLESS, AND INDEMNIFICATION CLAUSE:** I, the Lessee, agree to release the Lessor and all said landowners from all liability for any injury to me regardless of the severity or manner in which the injury is sustained and also agree to waive all rights to any claim against the Lessor or the landowners for any property damage or loss which I sustain.

I am fully aware that hunting and shooting guns and bows are very dangerous and hazardous sports which contain inherent risks including, but not limited to, the risk of personal injury including catastrophic injury, death, or property damage. If I sustain injury or loss while on the above property resulting from gunfire or arrows whether fired by myself or other people who I may, or may not, know who they are or where they are, I agree to release the Lessor and the landowners from all liability. Furthermore, I am aware that there are many other ways in which I can be injured or suffer property damage while on the lessor's/landowner's property and I assume full responsibility for my actions, AS WELL AS ASSUME THE RESPONSIBILITY OF THE ACTION OF OTHERS I INVITE TO THE PROPERTY, which may result in injury, death, or property loss or damage.

I am aware of injuries, death, and property damage which can result from tripping, stumbling, falling, slipping, and climbing resulting from my own negligence and lack of skill in moving and observing variation in terrain or weather conditions, or surface or subsurface snow, ice, ruts, bumps, ground cracks, holes, swells, falling trees & branches, protruding tree roots, stumps, dead trees, unsafe deer stands, open wells, covered wells, steep banks, ditches, gullies, cliffs, electric fence, barbed wire fence, snakes, ticks, spiders, mosquitoes, parasites, bacteria, viruses, microorganisms, insects, ponds, rivers, creeks, roads, livestock, aggressive animals, and all similar things whether or not mentioned. All land has ticks and I am fully aware that these ticks can infect me with Lyme Disease. I understand the seriousness of Lyme Disease.

I will not hold the Lessor or the landowners responsible for any injury or damage I sustain from anything mentioned above since I fully agree that I am aware of the potential hazards and my own negligence will be the only reason I could sustain injury or loss. I assume full responsibility for staying away from obvious hazards and all objects that could harm me whether natural or manmade, which are incidental to operation of a hunting preserve, farm, or unattended country property.

I understand there will be other people in the same vicinity where I will be even though I won't be able to see them, they will have guns and bows and be shooting and hunting. I understand that I may be shot by someone else and if I am, I agree to waive my rights to recover damages from the Lessor/Landowner upon whose land I am on and confine my damage recovery action to the individual that shot the bullet or arrow.

I am fully aware of the danger to my person and property, resulting from my presence in an area where the above hazardous conditions exist and I am willing to assume all of these risks and hold myself responsible in the event I sustain injury, death, or property loss or I cause the injury, death, or property loss of someone else. I agree that it is not a necessity for me to hunt or shoot and I do so voluntarily for my own personal pleasure and entertainment.

I have willingly agreed to release the Lessor and the Landowners they have referred me to from all liability resulting from my actions, or the actions of other people while I am on the Lessor's/Landowner's property.

I understand I am giving up important rights by contractually agreeing to not sue or make a claim against the Lessor and affiliated landowners upon whose land I may be injured, killed or suffer property damage resulting from numerous hazards which may or may not involve guns or bows.

Lessor Initials \_\_\_\_\_

Lessee Initials \_\_\_\_\_

I understand there are many other places where I am free to hunt, shoot, fish, camp, etc. where I would not be required to sign this release of liability, but I have freely chosen to hunt, shoot, etc. at the places where this release is required. I also agree that I have been given the right to seek an attorney's opinion before signing this agreement and If I have not done so it is because I have chosen not to do so and nothing has been said to me verbally or implied in any way that an attorney's counsel is not necessary. I know attorneys should be consulted before contracts are signed and this is a contract. I have completely read this agreement, I understand it thoroughly, I fully agree with its content, and warn me of potential hazards which may result from my hunting activity or physical presence upon land owned by parties to which I have been referred for the purpose of hunting and shooting. I agree to release from liability Lessor and all said landowners and to assume full responsibility for any injury, death or property damage which I may sustain or cause during my visit to their property.

Pursuant to this Agreement, Barnes Realty, Broker will be acting in the capacity of Landowner's Agent, with the duties and obligations of a Landowner's Agent under Missouri law. The Landowner's Agent represents the Landowner only, so the Lessee may be unrepresented.

IN WITNESS WHEREOF, the said parties have hereunto, and to a Duplicate copy hereof, set their hands and seals, this, the day and year first above written.

***ALL PERSONS HUNTING ON PROPERTY SHALL BE INCLUDED AND NAMED ON SAID LEASE***  
***Unless leased by an outfitter, in which case the outfitter shall show the landowner as an additional named insured on a liability insurance policy of not less than \$1,000,000.00 per occurrence.***

Lessee:

I do hereby swear and affirm that the Signatures of all parties of legal age (or if not the Guardian of the minor) hunting the property are herein included below.

Printed Name(s)	Lessee Signature(s)

Lessor Signature:

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