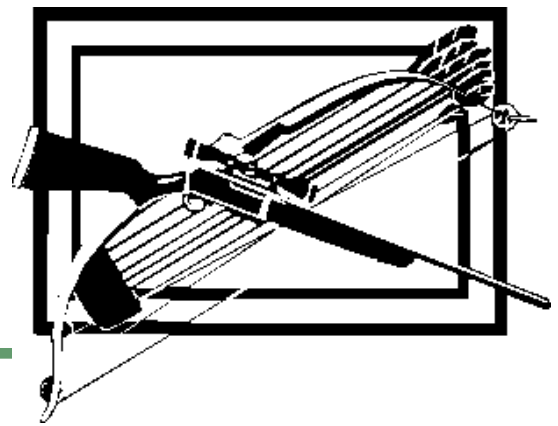


Earning Additional Income through Hunt Leases on Private Land



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Earning Additional Income through Hunt Leases on Private Land

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Hunting is big business. According to the latest (1996) U.S. Fish and Wildlife Service's National Survey of Fishing, Hunting and Wildlife Associated Recreation, hunters spend more than \$920 million annually to lease land for hunting. More than \$356 million of this money is spent solely on deer hunting leases; other species hunted on leased property include waterfowl and small game such as doves, quail and rabbits.

The value of wildlife and hunting is increasing, as available hunting land is disappearing every year because of development. In many instances, finding a place to hunt is more difficult than locat-

ing the game pursued! The demand for quality hunting areas has created a market that provides incentive for rural landowners to consider hunting as alternative income. More and more landowners (especially in the South) are generating additional income by taking advantage of this situation, thus diversifying their income base.

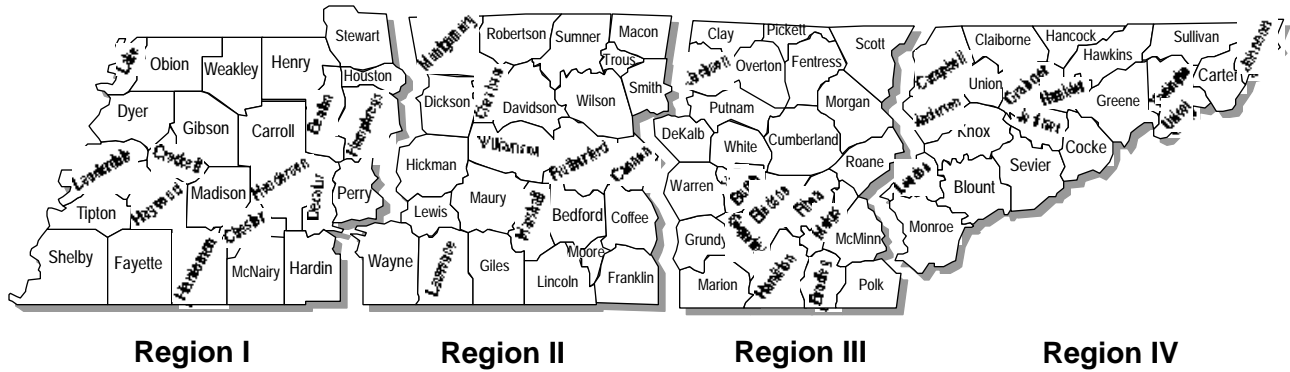
Many landowners are in a quandary concerning what is being bought or sold in a hunting lease agreement. All wildlife is public property. Only by legally harvesting a game animal can a private citizen take possession of an animal. In a hunting lease situation, landowners provide limited access for the stated purpose of hunting game. The hunter pays for access and the hunting experience. Naturally, the value of this experience varies with each hunter with regard to upbringing, individual attitudes, past experiences and personalities.

Leases for hunting rights normally generate at least enough income to cover the cost of property taxes, and possibly much more. Reciprocation also can be in the form of volunteer labor instead of monetary payment for those who need extra help more than additional income. Additionally, many lessees agree to implement wildlife habitat improvement practices (along with other Best Management Practices) on the land leased, which can add to the value of the property. Many landowners want to manage their wildlife habitat properly, but cannot justify the cost unless they receive a financial return. Hunters can provide this financial return as well as supply equipment, materials and labor.

There are other benefits from entering into a lease agreement with hunters. A primary concern for many landowners is the problem of poaching, trespassing and vandalism. Hunters who pay for their sporting opportunities usually provide routine patrols of their hunting lands. The increased presence of paying hunters is enough to deter most poachers and trespassers. By entering into an agreement with a responsible group of hunters, landowners may alleviate worry over trespassers and damages. Also, many farmers who do not allow



Tennessee Wildlife Resources Agency (TWRA) Regions



hunting access currently can add crop damage control to the list of benefits to be derived from a hunting lease agreement. Without question, the most effective way to control deer damage to soybean and grain crops is to increase hunting pressure, particularly on does.

Before you decide to lease, evaluate your property and other resources. Answering a few questions will allow you to assess whether or not your property is suited for a lease arrangement, how much revenue can be expected, and for which species the hunting rights should be leased.

How much and what kind of game is on your property?

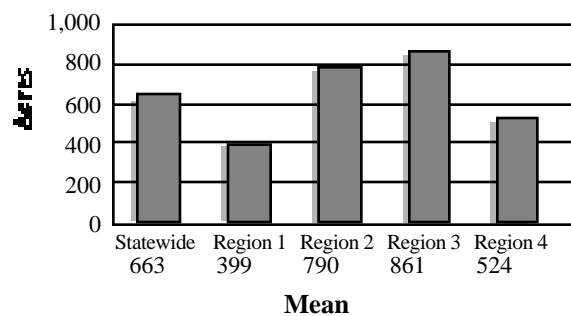
This dictates which species will be hunted and usually the lease amount. If game is sparse on your property, then habitat management may be necessary before hunters are willing to lease the hunting rights. Habitat management helps to maximize lease prices.

Do you have enough land for a hunting lease agreement?

Although there is no minimum size, the most important factor in determining lease price is the size of the property. Small tracts usually are

limited to leases for small-game hunting (e.g., rabbits and doves), unless located adjacent to non-hunted areas where above-average lease fees might be obtained. If you have a small tract of land, don't despair. Try contacting adjoining landowners and other nearby neighbors to see if they are interested in a cooperative leasing agreement. The average lease size in Tennessee ranges from approximately 400 acres in West Tennessee (Region I) to more than 850 acres on the Cumberland Plateau (Region III; Figure 1). A larger, more diverse tract of land from cooperating landowners can attract higher lease prices, especially if habitat diversity is increased or quality deer management is desired.

Figure 1
Average Lease Sizes in Tennessee



Is your property diverse?

A diversity of habitats results in more “edge” where two or more habitats meet. Increased amounts of edge typically benefit more wildlife species and usually result in larger game populations. The presence of wetlands offers the possibility for a waterfowl lease. Duck hunting usually demands a higher lease price than upland game because there are fewer quality hunting areas available.

Is your property contiguous or broken-up, square-shaped or linear?

Many deer hunters are looking for areas where quality deer management (QDM) can be practiced, which is best achieved on relatively large (>1500 acres) contiguous blocks of property. Square-shaped properties are favored over linear-shaped ones because fewer buck home ranges are contained within linear-shaped properties. Thus, on linear-shaped properties, the probability of neighbors shooting the bucks you have managed for increases.

Are you experiencing problems with wildlife damage on your land?

If so, entering a hunting lease agreement may help solve two problems. For example, if deer are damaging your crops, increased hunting pressure will alleviate some, if not most, of the damage. Thus, increased income can be gained through the hunting lease, as well as increased crop yields. In areas where beavers are a problem, a lease agreement with waterfowl hunters may yield higher annual returns than the crop lost from flooding. The presence of waterfowl is the third-most important factor in determining lease price. In fact, the opportunity to hunt waterfowl will add approximately \$327 to the total lease price in Tennessee. By installing a water-level control structure, you can manage beaver impoundments for increased hunting opportunities and increased crop yields at the same time.

Types of Hunt Lease Arrangements

The characteristics of hunting leases are as varied as the persons involved in leasing their land. Once you determine that leasing is an attractive option, more decisions need to be made. Should you offer an annual, seasonal or daily lease? Should your lease agreement cover all game species present, or just one or two species? Differences in hunt lease arrangements depend upon duration of the lease and game species hunted.

Annual Lease

The most common lease arrangement in Tennessee is an annual lease covering all game species “in-season.” As a landowner, you may reserve hunting rights for yourself and your immediate family; however, this may lower the attractiveness and value of the lease to potential lessees. Annual leases also may include camping and fishing privileges. Often, a cooperative landowner-hunter relationship evolves into a multi-year or long-term lease.

Many groups or hunting clubs that lease on a long-term basis conduct wildlife habitat improvement practices, help maintain roads and fences and patrol the leased property to protect against trespassing. These certainly are attractive benefits of a long-term lease arrangement. To help ensure this possibility, annual leases should include options for lease renewal upon expiration. Once a desirable clientele is established, marketing effort and landowner involvement are minimal compared to other arrangements (i.e., shorter-term leases).

Season Lease

Season leases involve leasing the hunting rights for a particular game species. For example, in areas where both deer and turkey numbers are high, some landowners lease separately deer hunting rights in the fall and turkey hunting rights in the spring. By specifying that only quail be taken by one



group, you might market opportunities for deer or waterfowl hunting to another group or individual. Season leases can realize a higher profit than annual leases; however, season leases may require more time and skill for marketing. Also, season leases may not be as attractive as annual or long-term leases to potential lessees, particularly those interested in implementing habitat improvement because they do not want to work and pay for someone else's benefit.

Short-Term Lease

Short-term leases normally involve daily, weekend or week-long hunts, sometimes called day leases or "package" hunts. Short-term leases usually are successful near populated areas where the demand for hunting opportunities is high, yet each hunter may only go hunting a few times each season. Daily lease arrangements are common for small game and waterfowl. The traditional dove shoot is a good example.

On occasion, short-term leases are operated by persons who have leased the hunting rights on an annual basis from the landowner. The lessee, acting as a broker, subleases the hunting rights for profit. You may be able to receive a relatively higher price for an annual lease in this situation.

"Package" hunts may be marketed and managed intensively. Some packages include guides, lodging, meals and entertainment. Normally these packages demand a high level of involvement by the landowner. Package hunts produce a much higher return to the landowner and usually attract a different group of clientele than the other lease agreements.

Determining Lease Price

Price of the lease is another consideration. Many landowners underestimate the value of hunting; however, quality hunting opportunities are hard to find, and when they are found, they usually are NOT FREE! Most rates for annual and seasonal lease arrangements are assessed on a per-acre basis.

Lease prices usually are determined by "the going rate" and are based on the quality and quantity of the habitat and prevalence of wildlife, which can be subjective. This leads some folks to ask for the same amount as what their neighbor is getting. If you use "the going rate" to determine your lease price, it is important to know what it is in your area. You should realize that your property might offer different opportunities than your neighbor's. The quality of habitat and quantity of game may differ widely between neighboring properties. In addition, amenities should be calculated into the lease price and many times will determine the price of package hunts. Hunter accommodations are the second-most important factor (behind property size) in determining lease price. Approximately 15 percent of the leases in Tennessee include accommodations of some type, ranging from a well-furnished cabin to an extremely primitive structure with no amenities.

Another option is to solicit offers for the lease and use a sealed bid approach. If leasing is not common in your area, the cost of property taxes should be a starting point. Although lease prices vary across the state (Figure 2), the average annual deer hunting lease in Tennessee is about \$3.50 per acre (Figure 3). Most lease payments are made at the time of the agreement; however, a security deposit may be submitted in advance.

Figure 2
Average Lease Price in Tennessee

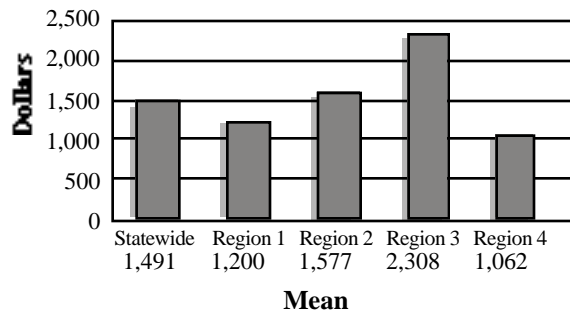


Figure 3
Average Deer Hunting Lease Cost per Acre in Tennessee

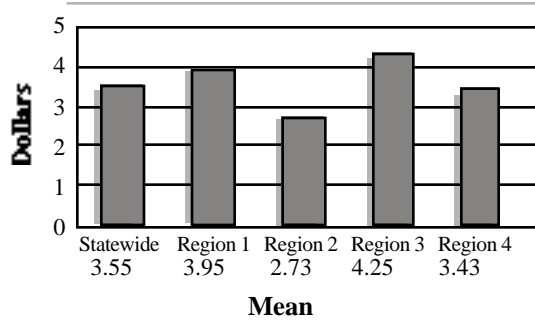
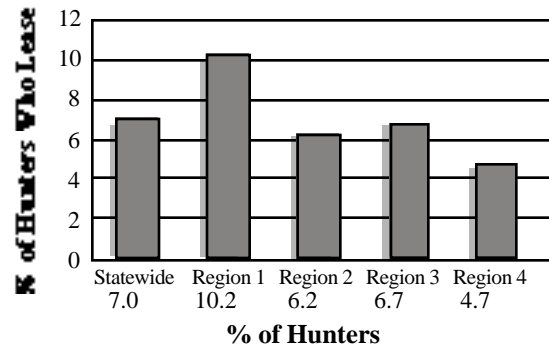


Figure 4
Percentage of Tennessee Hunters Who Lease



For higher lease prices, consider managing your land for wildlife. With this scenario, lease price is based upon management costs plus an arbitrary amount, perhaps 30 percent. Farmers should realize they can implement many wildlife habitat-improvement practices through farming at minimal cost. Also, be aware of cost-sharing natural resource management opportunities, such as the wildlife habitat options in USDA conservation programs (e.g., Conservation Reserve Program [CRP], Wildlife Habitat Incentives Program [WHIP], Wetlands Reserve Program [WRP], Stewardship Incentive Program [SIP]) and state forest stewardship programs. If you have any questions concerning cost-sharing opportunities or managing your property for wildlife, contact your county Extension agent, Natural Resources Conservation Service office, Farm Service Agency office or Tennessee Wildlife Resources Agency biologist for assistance.

Advertising & Promotion

Advertising may mean the difference between leasing your land and not. All the habitat management in the world will not bring a higher price if no one knows of the opportunity you hold. Less than 10 percent of the hunters in Tennessee lease land (Figure 4). Getting the word out will help attract potential lessees.

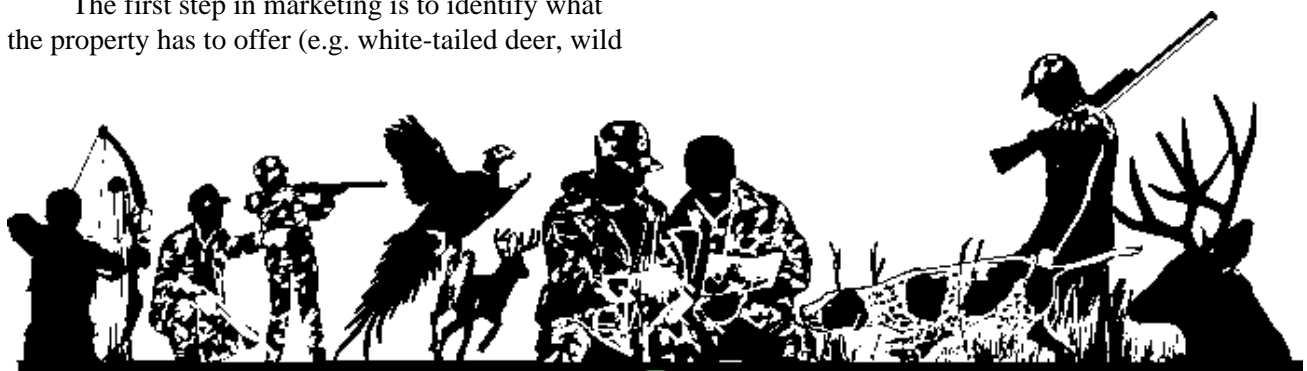
The first step in marketing is to identify what the property has to offer (e.g. white-tailed deer, wild

turkeys, small game, waterfowl, abundant wildlife with scenic countryside and solitude, possible amenities, etc.). Not surprisingly, most fee-hunting operators agree that the least expensive and most effective advertisement is word-of-mouth. In fact, about 90 percent of the leaseholders in Tennessee first hear about the property they lease by word-of-mouth. Successful hunters will spread the word about good hunting opportunities. However, unless hunters already have been “knocking on the door,” you must advertise to locate and make arrangements with desirable clientele.

Most newspapers and outdoor magazines have advertising sections that reach thousands of hunters. Some publications have sections specifically for advertising hunting enterprises. Be sure to target your intended audience. In Tennessee, hunters more likely to participate in leasing arrangements are relatively affluent and young to middle-aged. Cost-effective advertisements should be concise and accurate.

Example:

ATTENTION HUNTERS!
1550 acres prime deer and turkey hunting; 950 acres mature hardwoods, 200 acres crops and 400 acres pasture. Benton County. Will lease HUNTING PRIVILEGES to right group. Call (phone number).



The University of Tennessee Agricultural Extension Service produces the Tennessee Private Lands Hunting Register annually. The Register advertises properties to hunters at no cost to the landowner. This publication serves as a vehicle to bring hunters and landowners together to negotiate mutually beneficial lease agreements.

Another way to advertise your property successfully as a hunting opportunity is through posters and bulletins. Local sporting good stores, supermarkets, barbershops and taxidermy shops are good places to advertise. Concentrate your efforts in and around your local area. Remember, the vast majority of Tennessee hunting leases are first heard of by word-of-mouth. Another opportunity is to attend a meeting of a local conservation group where you would have direct contact with many hunters. Most organizations meet regularly and would welcome landowner guests. Pictures and maps serve as excellent visual aids in these situations.

Inviting the outdoor writer of your local newspaper for a hunt on your property is another excellent opportunity to advertise. Outdoor writers are paid to write about their hunting, fishing and other outdoor experiences. Outfitters, hunting and fishing guides and operators of recreational enterprises (this includes fee-hunting areas) commonly extend invitations to outdoor writers. A favorable mention of a hunting trip in a newspaper or magazine article could reach thousands of potential customers and serve as relatively inexpensive advertising.

Quality of Lessee

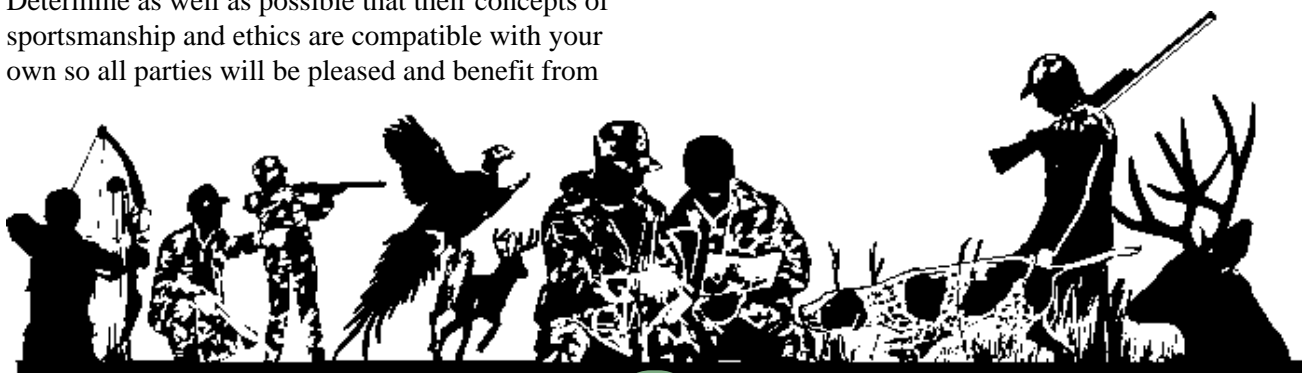
Once you have found someone or a group that is interested in a hunting lease on your property, it is a good idea to interview them before signing a lease agreement. Who leases your land may be more important than the revenue generated. Granting immoral and unethical people who have little regard for your property access to your land can be a most frustrating, disappointing and difficult experience. Determine as well as possible that their concepts of sportsmanship and ethics are compatible with your own so all parties will be pleased and benefit from

the arrangement. If you are leasing to a group, make sure it is well organized and there is a designated leader or contact person for the group. Also, see that all members of the group agree to and sign the lease. Another thing to consider is requiring lessees to prepare an annual written report summarizing hunting success, time spent afield, wildlife management practices implemented and other items of interest. You should designate at least one meeting per year to meet with lessees (or at least the contact person or club officer). This will benefit you in the long run when evaluating your hunting enterprise.

Liability

As today's society becomes more and more litigious, concern over liability has increased. In fact, fear of liability has precluded many landowners from entering a lease agreement, even though lawsuits against landowners for negligence in hunting-related accidents are uncommon. Naturally, some landowners feel a need to carry liability insurance to protect themselves in case an accident occurs on their property. While this may not be a big concern if only one or a few well-known persons hunt your land, concerns increase when many persons (especially unknown guests of hunt club members) are on your land. While liability insurance normally is thought of in terms of accident coverage, it can cover other concerns also, such as liability arising from your lease contract, one member of the lease agreement harming another, a guest harming another person, fire damage, etc.

Under Tennessee state law, all visitors other than trespassers are "entitled to reasonable care under the circumstances." In addition, landowners owe visitors a duty of care to protect visitors from all foreseeable risks which reasonably could have been known by the landowner [Goodman v. Memphis Park Commission, 851 S.W.2d 165 (Tenn. App. 1992)]. You must be proven to have breached the



duty of reasonable care expected under the law to be held liable for personal loss or injury.

Although negligence must be proven for landowners to be held liable for personal loss or injury, exposure to liability can be reduced by maintaining safe premises. Inspect your property and note (in writing) all potentially hazardous situations. Give each person in the lease agreement a map of the property and take time to show them your property boundaries and any possible dangerous situations. Potential hazards such as vicious dogs, irate bulls, open wells and steep gullies should be pointed out to those leasing your land!

Also, it is a good idea to require lessees to sign an agreement that releases you from any liability for actions taken by the lessees while on the property.

Example:

I (We), the undersigned, do hereby assume all risks associated with hunting (and/or any other intended activity) and do hereby release _____ and all their properties and their agents of any and all negligence.

Signed

Date

While this agreement will not relieve you of liability associated with negligence, it does serve notice that the lessees have assumed the risks associated with hunting on your property.

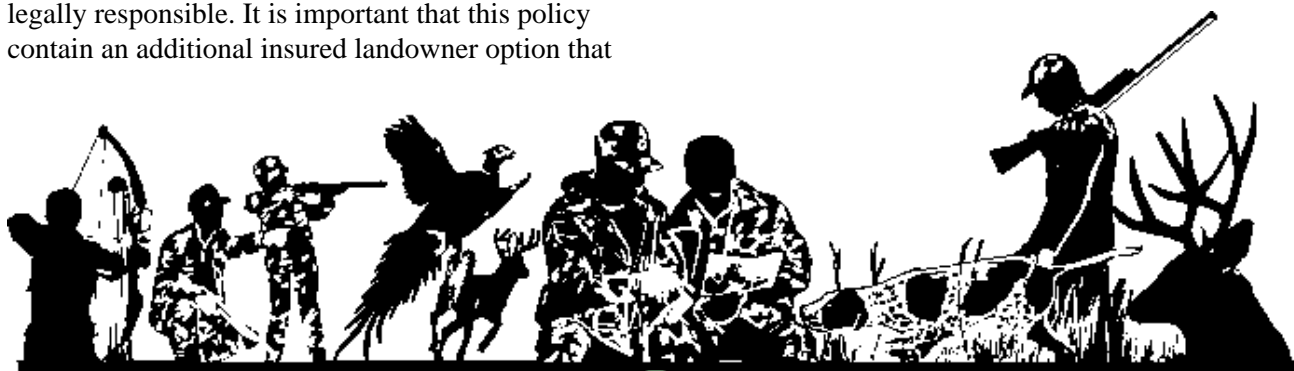
Most landowners have liability insurance coverage from their farm or homeowner's insurance policy. However, in Tennessee, less than 10 percent of the landowners leasing hunting rights on their property provide liability insurance for lessees. Instead, you may require lessees to obtain liability insurance to cover themselves for acts taken while on your property for which they could be held legally responsible. It is important that this policy contain an additional insured landowner option that

lists you (the landowner) with coverage should the lessees (hunting club) be named in a lawsuit filed against them. This coverage protects both the landowner and hunting group should either be found guilty of negligence. It should be stated in the lease agreement that the hunters pay for this insurance. If you have any special concerns or problems with liability issues, you should contact your insurance agent or attorney.

Lease Agreements

A signed, written document stating all terms, payments, expiration dates and mutual agreements is the best way to insure that the rights and privileges of both the lessor (landowner) and lessee (hunter) are recorded and understood. Written agreements have come to replace oral agreements that often lead to misunderstandings and problems.

Lease agreements may be concise or very lengthy. It is important to include any and all concerns you may have in the lease agreement to further reduce your liability exposure and to ensure that all lessees are fully aware of what you expect. The lease may include the following items of interest: specific persons involved as lessees, property boundaries, dates of the lease agreement, sum (\$) of the lease, limitations concerning subleasing, liability and insurance concerns, safety zones and number of hunters allowed at one time, wildlife species to be hunted, all lessor's and lessee's responsibilities, remedies for breach of lessee's responsibilities and other miscellaneous comments (e.g., roads to be driven on, gates to be closed, littering, nails in trees, fire and hunting methods). Make sure all lessees have a set of written rules aimed at preventing accidents and protecting the property and see that all lessees and any guests sign a copy of the rules stating that they have read them.



APPENDIX A.

Sample Annual Hunting Lease

(May be used for season lease)

State of Tennessee

County of _____

Subject to the terms and conditions set forth in this document, _____

(hereinafter called LESSOR) does hereby grant to _____

(hereinafter called LESSEE) the right to access and hunt only the following game species:

LIST SPECIES

which may be found upon and harvested from the following property(s).

DESCRIBE PROPERTY

(Refer to an Attached Map)

treated as comprising a total of _____ acres, more or less.

The term of this lease shall run from (date) _____ to (date) _____.

The LESSEE hereby agrees to:

Pay to the LESSOR the sum of (\$) _____ per acre, totaling (\$) _____

on or before (date) _____.

Allow LESSOR to hold in deposit the sum of (\$) _____, refundable at the termination of this lease if the lease agreement has been adhered to and no damages have been placed upon the LESSOR as a result of the actions of the LESSEE.

Abide by hunting regulations prescribed by LESSOR.

Abide by all state and federal hunting regulations.

Harvest game species only in accordance with HARVEST PLAN prescribed by LESSOR.

Be personally responsible for the actions and activities of all persons hunting under this lease and to act as a representative in matters regarding all activities carried out under this lease. Maintain proper safety procedures regarding firearms, particularly by seeing that all firearms are unloaded while in vehicles and in vicinity of all buildings.

Maintain proper vigilance aimed at preventing fires or damage by other means to the leased area. See that vehicles are driven only on established roads and to see that all gates are left as originally found.

Maintain a "No Hunting" or shooting zone within 200 yards of any occupied building and around all other designated areas.

Keep records of all game harvested and supply these records to the LESSOR.

Remove all structures placed or constructed by LESSEE from the lease area at termination of this lease unless prearranged with LESSOR.

Limit number of hunters so not to exceed _____ with number on lease property at any one time not to exceed _____.

Provide the LESSOR with a current certificate of insurance covering the LESSOR, LESSEE and all guests of the LESSOR against damages and liabilities. Coverage shall be in at least the amount of \$500,000.

Abide by all written rules and regulations supplied at the onset of this agreement.

The LESSOR hereby agrees:

That only the LESSEE and his GUESTS shall have hunting rights on the leased area during the term of this lease except those reserved as follows:

Quotas of game species offered the LESSEE be reasonable and equitable, commensurate with the management goals established for the leased area and compatible with regulations of the state of Tennessee.

Note: If quotas are established, they should be attached and referred to in the lease document.

To establish a game harvest plan and hunting harvest quotas, after consultation with LESSEE, and advise LESSEE of the quotas for leased area, or portions thereof.

Note: If a game harvest plan is established, it should be attached and referred to in the lease document.

Agricultural and/or forestry practices are necessary on the premises and take precedence over the rights given in this agreement. Hunting shall not interfere with any such practices.

It is mutually agreed that failure to abide by the terms and stipulations above by any person present on the leased area under this lease will constitute cause for the forfeiture of all hunting rights, deposits and fees.

LESSEE shall not assign or otherwise convey any rights granted by this agreement to other persons without the expressed written consent of the LESSOR.

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

For the LESSOR:

For the LESSEE:

This agreement automatically will be renewed on an annual basis unless written notice is delivered on or before (date)_____.

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.

This agreement shall be constructed under and in accordance with the laws of the state of Tennessee.

Lessee recognizes the inherent dangers associated with hunting, both natural and human-created. Lessee 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. Lessee 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, lessee 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 lessee or lessee'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.

Note: This liability release must be on the same page as the signatures and it is the landowner's responsibility to insure that each lessee has read and understood its meaning. The release clause in Appendix B may be substituted here.

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

Lessor

Lessee

Lessor

Lessee

Lessor

Lessee

Note: If the hunting group is not incorporated, all hunters should sign the lease agreement.

APPENDIX B.

Sample Short-term Agreement

(May also serve as the access permit for short-term agreements)

State of Tennessee

County of _____

Subject to the terms and conditions set forth in this document, _____

(hereinafter called LANDOWNER) does hereby grant to _____

(hereinafter called PERMITTEE) the right to access and hunt only the following game species:

LIST SPECIES

which may be found upon and harvested from the following property(s).

DESCRIBE PROPERTY

(Refer to an attached map)

The term of this permit shall run from (date) _____ to (date) _____.

The PERMITTEE hereby agrees to:

Pay unto the LANDOWNER in advance a fee of (\$) _____.

Abide by all state and federal hunting regulations.

See that vehicles are driven only on established roads and to see that all gates are left as originally found.

Maintain a "No Hunting" or shooting zone within 200 yards of any occupied building and around all other designated areas.

Keep records of all game harvested and supply these records to the LANDOWNER.

Remove all structures placed or constructed by PERMITTEE from the property at termination of this lease unless prearranged with LANDOWNER.

Abide by all written rules and regulations supplied at the onset of this agreement.

LANDOWNER will not authorize a number of persons in excess of _____ to hunt on this tract during the period of this permit.

This agreement shall be constructed under and in accordance with the laws of the State of Tennessee.

I, the undersigned PERMITTEE, do hereby assume all risks associated with hunting (and/or any other intended activity) and do hereby release _____ and all their properties and their agents of any and all negligence.

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

LANDOWNER

PERMITTEE

Sample Hunting Access Permit

(May be used for courtesy hunting permit when written permission is required.)

HUNTING PERMIT

Date: _____

To whom it may concern:

The bearer of this permit, _____,
has permission to hunt on the following property:

(Name of Farm or Property)

located at _____, during the
period _____.

He/she agrees to obey the current state and federal hunting regulations and to repair or pay for any property damages which may be caused. He/she has been shown the property boundaries and agrees not to hunt on adjacent properties without written permission.

Landowner: _____

Permittee: _____

The authors acknowledge that some of the information presented in this publication has been modified and/or adapted from:

Jakus, P. M., J. M. Fly, B. Stephens and A. Barefield. 1998. Leasing by Tennessee hunters: characteristics of leases, hunters who lease and those hunters interested in leasing. 52nd Proceedings of the Southeastern Association of Fish and Wildlife Agencies.

Wilkins, N. 1987. Developing Hunting Enterprises on Private Lands. PB1305. Univ. of Tennessee Agricultural Extension Service 12pp.

Disclaimer: This publication is intended to provide basic information on fee-hunting and hunt lease agreements. It cannot substitute for competent legal assistance. Persons entering a hunting lease agreement may wish to consult an attorney. They also might consider consulting their insurance agent and/or business advisors.

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and county governments cooperating in furtherance of Acts of May 8 and June 30, 1914.

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