

## LEASES FOR HUNTING

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Hunters want exclusive hunting rights in return for their payments to farmers and ranchers. Farmers and ranchers want to regulate the hunter's use of their land and want to supplement their income.

Hunting leases have existed in Texas for more than 30 years. Early leases were almost exclusively for big game hunting. Most of these early hunters were first-generation off-the-farm-or-ranch people familiar and sympathetic with the problems of farmers and ranchers. Common backgrounds of the early hunters and farmers and ranchers allowed for a satisfactory verbal agreement.

Now a small percentage of hunters and rural landholders have similar backgrounds. The gap in awareness and understanding of the problems of each group is growing. A written lease provides a basis for discussing provisions affecting both hunter and landholder.

### Hunting Is Recreation

Recognition of this fact is the key to successful operation of a hunting lease. The hunter wants a pleasant experience, and the quality of the lease agreement is measured by the degree of his satisfaction. To insure satisfaction, both the hunter and rural landholder should agree on what is included in their lease.

### What Is a Hunting Lease?

A hunting lease is an arrangement whereby the landowner transfers the right of ingress on his property to the hunter for the purpose of hunting in exchange for a fee.

James H. Dozier<sup>1</sup> stated the responsibility of the landowner as follows: "A tenant is in fact a pur-

<sup>1</sup>Dozier, James H. Liability of Landowners arising under hunting leases in Texas, Conference Proceedings: *The White-tailed Deer — Its Problems and Potentials*, Texas A&M University, June 29-30, 1966. pp. 109-110.

chaser of a leasehold estate in the land or premises demised and is entitled during its legal continuance to the exclusive use and possession of the premises as though he had acquired a fee simple title, unless limited or restricted by the terms of the lease. Because of this basic fact, it is imperative that the landowner incorporate specific provisions in the lease agreement that set down and fully describe all of the rights in the premises retained by the landowner as well as all of the rights and obligations delegated to the lessee."

### Special Laws

The lessor is required to purchase a "shooting preserve license" from the Texas Parks and Wildlife Department. A shooting preserve is defined as any premise leased for hunting purposes, which is a separate, unconnected and distinct tract of land with a continuous and unbroken boundary. Your local Parks and Wildlife Department game management officer can answer any questions concerning this license.

### The Best Lease

A written agreement is the best insurance against misunderstanding between hunter and landholder. It can clearly spell out conditions of the agreement and provide an outline for discussion on mutual points of interest before a lease is made. A copy of the written agreement should be provided for both hunter and landholder.

### What to Include

Every hunting lease agreement should include at least the following points:

- What is leased. (hunting rights)
- Name of parties. (lessee and lessor)
- Description of tract, size and bounds.
- Terms of lease, payment rate and when paid.

Duration of lease.

Who is to hunt on tract, both lessee and lessor numbers.

What is to be hunted and any restrictions on number of animals to be killed.

### Additional Provisions

Since the landholder sells some of his property rights, he should be specific in including a description of rights he wishes to retain as well as of those he is selling. The landholder should also specify what services or facilities are included with the lease. This provides the hunter a quick reference to the size of the recreation package he purchases.

Consider the following questions:

Is varmint hunting, plinking or other shooting use of the land included?

Are blinds to be used, and who will furnish them?

Are food plots or bait stations to be used, and who will supply these?

Is a cabin or other shelter available, and who will provide utilities?

Is fishing permitted? When and by whom?

Is camping permitted? When and by whom?

Can the lease be assumed by another party or can a portion be sublet?

What type of reporting system is needed so the shooting preserve records may be accurately kept?

Are doe-killing permits available, and who will use them?

### Types of Hunting Leases

The variations in lease agreements can be generally grouped into four types:

*A year-round lease* including all hunting privileges.

Usually a small group of hunters is involved. This group probably retained the lease for several years. Often friendships develop, and the hunters

feel like proprietors of "their lease." Generally, good relations exist between hunter and landholder.

Some disadvantages exist. Since few hunters are in the group, game may not be adequately harvested in areas of high game density. Because of the year-round duration of the lease, the landholder may have hunters on land at undesirable times, such as lambing or harvest periods.

*A lease of limited duration* ranging from the entire legal season on a specific species of game to 1 week or 2 week intervals within the legal seasons.

This retains some advantages of having small groups on the land at a time but gives greater flexibility in scheduling hunters and harvesting different species. For instance, a place might be leased for 2 weeks of dove season to one group and leased to another group for the first week of deer season.

*Day hunting*, requiring greater contact with people and more extensive advertising.

Since the day hunter gives short notice of desire to hunt, someone must be available throughout the season to handle hunters. Day hunting is good for large numbers of hunters and probably is most useful to places which can tolerate high hunter densities.

*A guided hunt or one of a few days* in which the hunter is guided until he gets what he desires.

In this specialized hunting, the guide works full time with few hunters. This method is used somewhat for deer but more commonly for exotic big game.

Since each situation is different, a lease agreement should be custom designed to fit landholder's and hunter's requirements. For a landholder leasing for the first time, a limited duration lease would probably be the most satisfactory arrangement. This method enables him to gain experience necessary to determine what will best fit his situation.

For answers about the correct legal form and substance of a lease agreement, consult your attorney.

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