## SCOUTING AMERICA PROPERTY HUNTING LEASE TEMPLATE May, 2025

The following template can be used and customized by Scout Councils who are interested in establishing a hunting lease on their property. This particular lease is designed to be renewed each year of a five year term, which allows the Scout Council the authority to terminate the lease on any given year. This annual renewal process also encourages the LESSEE to be a good steward of the property.

A Scout Council may want to modify this lease to exclude certain dates from hunting or add other considerations specific to the Scout Camp operation. For example, there may be certain local customs that may be legal but not compatible with the Scout Camp Property, such as the use of ATVs. It is best to have these considerations described in the Hunting Lease.

It is recommended that the Scout Council submit this lease template to their attorney for legal review to ensure that any local provisions are satisfied and that all interests of the Scout Council are maintained.

## HUNTING LEASE – XXXX SCOUT RESERVATION/ CAMP

THIS CONTRACT made this 1<sup>st</sup> day of September 20XX (*insert actual date*), between the XXXX COUNCIL, INC SCOUTING AMERICA, LESSOR, and \_\_\_\_\_, LESSEE.

Witnesseth that the LESSOR for and in consideration of the sum for year one of the Base Contract per Attachment A (50% payable with signed contract and balance due beginning the first day of hunting season), grants to LESSEE upon the terms and conditions hereinafter set forth the exclusive right to hunt (list specific game species here) in season and have hunting rights during that time on the property of the LESSOR known as XXXX SCOUT RESERVATION/CAMP, operated as a Scouting America Camp, situated in \_\_\_\_\_ County, (STATE).

This permit will be in effect contingent upon the LESSEE securing insurance as required by the LESSOR. It is mutually agreed and understood between the parties hereto as follows:

- 1. The term, LESSEE, shall for the purposes of this permit refer to (*insert name of Lessee/hunt club, etc.*) itself and its members, individually, or collectively. LESSEE agrees to limit the total group to maximum of (*insert # of hunters*) individuals on any one hunting day and furnish names of all persons to LESSOR in the format indicated.
- 2. The hunting rights granted herein are for the sole use of the LESSEE, its members and rights shall not be sold, assigned, or otherwise transferred to any other person(s), group(s), or organization(s).

- 3. The permit covers the (State) (Insert specific game species) Hunting season per Attachment A multi-year Provision of (insert number of years for contract) years. Saturdays and Sundays are not included with the exception of the first day of Shotgun Season on the Saturday after Thanksgiving when hunting is permitted. The exception will be reviewed and given on a year to year basis for the term of the permit. (Preceding language in bold can be customized by Scout Camp). All rules or laws related to hunting in (STATE) are in force and must be observed.
- 4. LESSEE shall take reasonable precautions and measures to prevent forest fires. Should the LESSEE discover a forest fire on this tract or adjoining lands, the Camp Ranger shall be notified of the location of the fire and the LESSEE shall then assist in the control of the fire at no charge to the LESSOR. Local authorities will be notified by the LESSEE in the event the Camp Ranger is not available.
- 5. LESSEE covenants that it will not build or maintain any fires on the property, and that it will not cut, damage, or destroy any living vegetation on the property and will not use paint to mark trails or stands. No permanent tree stands will be erected or nails used in temporary stands.
- 6. Roads and trails, which may be used for vehicular traffic by LESSEE if any, are shown on the camp map provided to LESSEE. LESSEE covenants to leave all roads, trails, gates or fences on the property in at least as good condition as at the signing of this permit. (*Provision could be added to address use of ATVs, or repairs to any property damage caused by LESSEE*).
- 7. LESSEE may post the property and take any reasonable steps to prohibit hunting and trespassing thereon by unauthorized persons, in accordance with state game regulations.
- 8. LESSEE is to provide each person in the group with a personal identification card (to be visibly displayed on the individual hunter's outer garment at all times while on the property) and a vehicle identification card to be displayed in the windshield of the vehicle when on the property. These identification cards are to be shown to the Camp Ranger OR LESSOR representative on request.
- 9. LESSOR is to provide a gate lock system.
- 10. The hunting privileges granted hereunder are subject to the right of the LESSOR to use the property for any and all other purposes as it may deem expedient and proper, including the harvesting of timber and Scouting activities including camping.
- 11. LESSEE covenants that all persons hunting on this property will comply with the terms of the permit, that they will observe and comply with all state and federal laws, rules and regulations applicable to hunting,

- 12. LESSEE will not leave refuse, field dressing (all field dressing must be removed or buried under a minimum of six (6) inches of soil away from any road or trail or non-dig areas), or trash on the property,
- 13. LESSEE will not interfere with any operation by the LESSOR on or in relation to this property.
- 14. LESSEE will provide a signed Hold Harmless Agreement form for each individual member.
- 15. LESSOR will provide to the group the use of camp cabins or campsites for the purpose of club meeting by prior arrangement with the Camping Services at an additional cost. (Add additional language to specify the coordination process as appropriate).
- 16. The LESSEE further agrees that due to Scouting program certain days or areas might be limited or off limits based on activities. These dates and limitations will be specified by (fill in date), annually.
- 17. The LESSEE also agrees that all hunting is to begin Monday one-half hour before sunrise to one half-hour after sunset each day and cease at 12:00 pm local time on Fridays during the term of this permit. (preceding language can be customized by Scout Camp)
- 18. LESSEE shall be responsible for the procuring annually of \$1,000,000 in liability insurance acceptable to the LESSOR, with XXXX Council, Inc Scouting America listed as the co-insured.
- 19. Upon LESSOR'S acceptance of the agreed upon fee and the selected multi-year provision, the lease will be renewed per that provision. Option years will be reviewed and granted at the end of the Base contract on a year to year basis by the LESSOR.
- 20. As this property is a Scouting America camp, no controlled substances, including but not limited to alcohol, marijuana, and un-prescribed drugs can be used on the property. All our buildings are smoke free.
- 21. LESSOR reserves the right to terminate this permit without notice or refund in the event the LESSEE fails to comply with any of the terms or conditions of this permit, and may also terminate this permit at any time upon refund to the LESSEE a pro-rata of the rental paid hereunder.

Signed and hereto:	
For:	For:
(Leasing Organization) XXXX	XXXX Council, Inc. Scouting America
(LESSEE)	(LESSOR)
President/ Authorized Representative	Camping Director
Secretary	Scout Executive
Date	Date

## **HUNTING LEASE – XXXX SCOUT RESERVATION**

## Attachment A Multi-Year Contract Provision

Provision: One (1) Year, with four (4) one year renewal options.

Base Contract:

Year One – 2013 / 2014: **Sum of \$XXXXX.00 XXXXXXXX Dollars** 

Option Year 2:

Year Two – 2014 /2015: **Sum of \$XXXXXX.00 XXXXXXX Dollars** 

Option Year 3:

Year Three – 2015 /2016: **Sum of \$XXXXXX.00 XXXXXXXX Dollars** 

Option Year 4:

Year Four – 2016 /2017: Sum of \$XXXXXX.00 XXXXXXXX Dollars

Option Year 5:

Year Five – 2017 /2018: **Sum of \$XXXXXX.00 XXXXXXXX Dollars**