

GEORGIA, LAURENS COUNTY

THIS AGREEMENT, made this _____ day of _____ 2019, between **Timberland Resource Services, Inc. Hunting Club of Laurens County, Ga.** (hereinafter called "Lessor") and _____ of _____ County, GA (hereinafter called "Lessee"),

WITNESSETH

For \$_____ including insurance paid to Lessor, Lessee upon and subject to the terms, provisions, and conditions hereinafter set out and referred to, hereby Leases from Lessor, only for hunting and fishing purposes for the period beginning _____ and ending at midnight on _____ the following described property:

PROPERTY DESCRIPTION:

TOTAL DUE \$_____

A partial 1/2 payment is due May 30, 2019 for this and each subsequent leased year on multi-year contracts. Full payment is due August 1 of each leased year. The Lessee agrees that the Lessor has the right to cancel the lease if the rental is not paid in full on or before the due dates unless prior arrangements have been made.

This lease is made subject to the following express conditions:

(1) LESSEE acknowledges that he is to use the leased Premises solely for the purpose of hunting, recreation, protecting and propagating wildlife and game. 4 wheelers can be used on the property only for the express purpose of hunting game and retrieving game when killed. 4 wheeling as a recreation activity is prohibited along with the use of motorized vehicles as a sport is prohibited. LESSEE also acknowledges this property is managed for timber in conjunction with this lease. Thinnings, clearcuts, control burns, pine straw harvesting, land spraying, reforestation activities etc. all may take place during the time of this lease. Lessor

will attempt to notify Lessee when lessor is aware of any activities that will be taking place. All conflicts will be resolved to the best of our ability.

(2) Only to the extent that the same are reasonably related to the use set forth in paragraph 1, above, LESSEE shall have the following rights, subject also to the right of the LESSOR to prevent LESSEE, his agents or servants, from wasting or unnecessarily injuring the property;

(a) the right-of-way into, out of, and across the Premises, along existing road-ways only, for vehicular ingress or egress.

(b) the right to use water from the Premises.

(c) the right to camp on the Premises.

(3) On termination of Lease, LESSEE shall have the right and obligation to remove all readily removable personal property, including all debris and garbage, left on the Premises during the term of this Lease.

(4) LESSEE shall hunt in accordance with all State and Federal laws. In the event that the LESSEE is held to have violated such laws, this Lease will immediately terminate.

(5) LESSOR reserves and shall at all times have the full free and absolute right and authority by itself or its agent, servants, and employees and others from time to time authorized by LESSOR or its agent, servants, or employees to go upon and over the leased premises for any purpose, including but not limited to planting, cutting, removing, protecting, caring for and dealing with any part or parts or all leased premises; and neither LESSEE nor anyone else shall have any right, power, or privilege to prohibit, block or in any manner interfere therewith, or to block, obstruct or interfere with any road, or route used or useful for or in connection with such road or route into, on, or throughout the leased premises without prior consent from LESSOR.

(6) Any violation of any provisions of this by Lessee or any guest or Licensee of Lessee shall, at the option of Lessor, terminate this lease and agreement, and Lessor shall thereupon have no duty or obligation to refund or repay any part of the consideration for this lease. No failure to exercise such option, and no waiver by Lessor of any right or privileges shall operate as a waiver of any right, option, power or privilege as to any other, further, or future violations.

(7) LESSEE agrees that only he shall use the Premises for hunting and recreation purposes, and that unless he receives the prior written consent of the LESSOR, he shall not transfer or assign the Lease, or sublet the Premises.

(8) In the event this property is condemned by a county, state, or federal entity or if this property is sold, this rental agreement is void with rental income prorated. It is understood and agreed that said property will remain for sale. If the property sells before the hunting season opens, the Lessee will be refunded all monies; if the property sells after the hunting season starts, the monies will be prorated based on the number of days past from August 1st and May 15th and the balance will be refunded to Lessee.

(9) All rights and privileges created by this Lease are subject to the right of the LESSOR to prevent waste and unnecessary injury caused to the property by the exercise of any of the LESSEE'S rights granted in this Lease.

(10) The LESSEE does hereby covenant, agree and contract with the LESSOR to defend, indemnify and hold the LESSOR harmless from injury to person or property caused by the LESSEE'S employees, and from any loss, cost or expense ever incurred by LESSOR which arises in any way from LESSEE or any invitee or agent of LESSEE violating the terms of this Lease or any State or Federal laws in their activities on or about the Premises. This indemnity shall survive any expiration or any termination of this lease.

(11) The LESSOR will provide liability insurance for the LESSEE. This policy will include a General Aggregate total liability limit of \$2,000,000 and a 1,000,000 for each occurrence, Bodily Injury and Property Damage \$1,000,000, Fire Damage Liability \$25,000.

(12) This agreement when made for a period of more than one season will be binding in subsequent years if a 50% deposit is made by May 15 of the new leased and the balance due by August 15 of that same year unless prior arrangements have been made. LESSOR must be notified by March 1 of each subsequent year whether or not LESSEE is keeping the tract. If no notice is received from LESSEE, LESSOR will begin showing the tract on the assumption that it is being given up.

(13) LESSEE will pay LESSOR \$200.00 for each tree damaged by nails, bolts, screws, spikes, gunshots, and other hunting or camping related activities. No permanent structures of any kind shall be permitted at any time on any part or parts of the leased premises.

(14) LESSEE will plant food plots only in areas known as utility easements unless other areas are approved in writing by LESSOR. Use of heavy equipment is not allowed on the Premises unless written permission is given in advance by the LESSOR.

(15) LESSOR may enter the Premises at any time. LESSEE will provide a Combination lock for each locked entrance into the premises, using the combination assigned by LESSOR. Gate(s) will be kept locked unless in use. All cables are to be clearly marked to be seen day or night, by attaching lumber, pipe, etc., of orange color to all cables.

(16) LESSEE agrees to post the property as follows: No trespassing signs (8 by 11 or larger) will be posted along the boundary line at least every 100 yards. No metal screws, bolts, or nails will be used on pine trees to post the signs. The property must be kept free of litter at all times.

(17) LESSOR has granted the LESSEE the exclusive privilege to hunt for the term of the Lease. LESSEE can contact law enforcement officers on behalf of LESSOR to apprehend and prosecute any trespassers; provided, however that LESSEE'S indemnity and other covenants and agreements contained in paragraph 10 of this Lease shall apply to any loss, liability, or claim asserted by any party against LESSOR resulting from the actions of LESSEE under paragraph 17. LESSEE will not attempt to apprehend trespassers.

(18) LESSEE agrees that absolutely no burning will be done unless previously approved in writing by LESSOR. Careful attention will be paid to any camp fires.

(19) No commercial hunting or fishing activities or operations may be carried on, on or from the leased premises by LESSEE or guests, agents, servants, or employees of LESSEE.

(20) In the event of any dispute between Lessor, Lessee or any of the agents employed by Lessor arising out of the terms and conditions of the agreement and the performance of either party thereunder, All parties agree to accept the decision of an arbitration board of three disinterested uninvolved members of which one is appointed by the Lessor, one by the Lessee and the third appointed by the first two appointed arbitrators if prior agreement cannot be established. All shall be Registered Foresters in the State of Georgia

and must reach an agreement within thirty days of their appointment. The party deemed at fault and causing a breach of the contract shall pay any and all costs, damages, legal and court fees or expenses whatsoever incurred by the party not at fault that the innocent party may have spent proving the occurrence of said breach.

(21) A complete list of all members who have permission to be hunting on the property must be sent to Timberland Resource Services PO Box 4956 Dublin, Ga. 31040 for this contract to be executed.

(22) LESSEE may use four wheelers on the property only for the express purpose of hunting game and retrieving game when killed. Four wheeling as a recreational activity is prohibited as well as the use of motorized vehicles as a sport is prohibited.

IN WITNESS WHEREOF, the parties have executed this Lease the day and year first above written.

Signed sealed and delivered by Lessor, and in the presence of:

Lessee:

By: _____ Phone # _____

Email: _____

Mailing Address: _____

Witness: _____

Signed, sealed and delivered by Lessee, and in the presence of:

Lessor:

By: _____

Witness: _____