

STATE OF ALABAMA)
)
X COUNTY)

HUNTING LEASE #X

This Lease, entered into on this the X day of X, X, by and between the State of Alabama, Department of Conservation and Natural Resources, State Lands Division, acting by and through its Commissioner (hereinafter "Lessor"), and X (hereinafter "Lessee") (Lessor and Lessee collectively hereinafter "Parties"), is made on the following terms, conditions and covenants:

1. LEASE AREA / TERM

Lessor does hereby lease and rent unto Lessee the following described premises situated in X County, Alabama:

X (hereinafter "Lease Area")

It is understood and agreed that this Lease is for a term beginning on the date of the Governor's signature and ending on June 30, 2025, unless otherwise terminated as herein provided.

2. ANNUAL PAYMENTS

Lessee agrees to pay Lessor, in advance, rent in the amount of X AND X/100 DOLLARS (\$X) for the first rent installment (2022-2023), the receipt and sufficiency of which is acknowledged.

The next two (2) successive annual installments shall be adjusted by an increase of three percent (3%) over the previous year's rental amount. Each successive annual installment is due on or before July 1st of each year this Lease is in effect. Lessee hereby acknowledges and agrees that **each annual payment installment is due and payable on July 1st** without issuance of an invoice or other notice by Lessor. Successive annual rental rates are as follows:

2023 – 2024: \$X
2024 – 2025: \$X

Payment must be made by cashier's check, official bank check or other certified funds as approved by Lessor. Personal checks or cash may not be accepted. All checks must be made payable to the State Lands Division and forwarded to Lessor's address in Paragraph 21. Payments must include the Lease number on the check, payment stub or cover letter.

Payments not received by Lessor on or before July 31st shall be assessed a penalty of ONE HUNDRED AND FIFTY DOLLARS (\$150) or ten percent (10%) of the amount due to Lessor, whichever amount is greater. Failure by Lessee to deliver a delinquent payment installment and applicable penalty to Lessor on or before August 10th shall be cause for immediate termination of the Lease by Lessor.

3. USE OF LEASE AREA

The Lease Area shall be used and occupied solely for the purpose of private, noncommercial hunting by Lessee, authorized guests, and members (if Lessee is a hunting club). Lessee shall not use nor permit the Lease Area to be used for any other purpose whatsoever.

4. EXAMINATION OF LEASE AREA, NO WARRANTY OR GUARANTEE

Lessee shall examine the Lease Area before taking possession and entry into possession shall constitute conclusive evidence that as of the date thereof the Lease Area was in good order and satisfactory condition. Nothing herein shall be construed as a warranty that the Lease Area is fit or suitable for the use and purpose for which it is leased. Lessor has made no representations with respect to said Lease Area except as herein expressly set forth.

Notwithstanding any provision to the contrary, this Lease is granted and accepted without any warranty of title and without any recourse against Lessor whatsoever, either express or implied, it being expressly agreed that the Lessor shall not be required to return any payments received hereunder or be otherwise responsible to Lessee therefor.

5. CARE OF LEASE AREA

Lessee will take good care of the Lease Area and will return it to Lessor in at least as good or better condition as at the commencement of this Lease. Lessee shall annually maintain (by minimum of bush hogging) property line fire breaks in accordance with Lessor's specifications to Lessor's satisfaction. Lessee must till, fertilize, and plant fire lanes, roadsides and/or approved food plots at its own expense and in coordination with Lessor. No new food plots or other agricultural practices shall be undertaken without the prior written approval of Lessor.

Lessee shall not permit, allow or cause any act, deed or depredation to be performed or committed on the Lease Area or any practice to be adopted or followed in or about the Lease Area which shall cause or be likely to cause injury to any person or damage to the Lease Area or any property located thereon.

Lessee shall not damage, disturb, sever or remove any trees, seedlings, saplings or any other vegetation, alive or dead, including, but not limited to, the removal or on-site use of firewood from the Lease Area without prior written consent of Lessor.

Lessee shall immediately report to Lessor both at Lessor's address in Paragraph 21 and through the Land Management Officer (LMO) as set forth on Exhibit A any evidence of trespass, garbage dumping, timber theft, beetle infestation of timber or other damage to the Lease Area.

Lessee further agrees that it shall not place or dispose of any trash, debris, petroleum product, agricultural chemical container or hazardous material (including, but not limited to, any substance or material identified now or in the future as hazardous under any federal, state or local law or regulation, or any other substance or material that may be considered hazardous or otherwise subject to statutory or regulatory requirement governing handling, disposal or cleanup) upon the Lease Area and shall remove from the Lease Area any previously disposed trash or containers in accordance with all applicable laws and regulations and in a safe and lawful manner.

Lessee shall be responsible for any cleanup required on the Lease Area as a result of Lessee's actions, or those of Lessee's guests, or inactions. In the event Lessee violates the intent of this Paragraph 5 the Lease may be terminated immediately. This Paragraph 5 shall survive the termination or expiration of this Lease.

6. FIRE PREVENTION

Lessee will make reasonable efforts to prevent fire on the Lease Area and shall exercise due diligence in extinguishing any fire which might occur on the Lease Area. Should any spontaneous or uncontrolled fire occur on the Lease Area or should Lessee discover evidence of such having occurred, Lessee shall immediately report same to Lessor both at Lessor's address in Paragraph 21 and through Lessor's LMO as set forth on Exhibit A. This provision shall not apply to the prescriptive silvicultural burning practices performed or authorized by Lessor.

7. ROAD MAINTENANCE

Lessee agrees to take necessary action to maintain all roads and trails on the Lease Area in good and passable condition at all times, including, but not limited to, making proper provision for drainage and runoff. Lessee will refrain from using said roads and trails for vehicular traffic during climatic or other wet conditions when they will sustain damage by rutting or erosion. No new roadways, trails or other travel ways may be cleared, constructed or improved on the Lease Area without the prior written approval of Lessor.

Annually following deer hunting season, Lessee shall repair all roads, drain all "wet" places in the roads and trails and fill them with gravel, maintain waterbars and otherwise prevent erosion in accordance with *Alabama's Best Management Practices for Forestry* and Lessor's specifications to the satisfaction of Lessor.

The Lease Area, as well as all roads constructed or used by Lessee, shall be left in as good or better condition as at the commencement of this Lease, with proper provision made for drainage and runoff. Lessee agrees that any improvements made to the Lease Area, in particular culverts and bridges, shall remain thereon and become the property of Lessor at the termination or expiration of the Lease.

8. PRESERVING BOUNDARIES / SIGNAGE

Lessee shall not remove, cover, deface or disturb Lessor's signage located on the Lease Area. If any of Lessor's signs need replacement, Lessee shall immediately notify Lessor both at

Lessor's address in Paragraph 21 and through Lessor's LMO as set forth on Exhibit A. Upon request by Lessor, Lessee shall replace State Lands' signs, which will be provided at Lessor's expense.

In consultation with and as approved by Lessor in writing, Lessee may place at locations approved by Lessor, its own additional signs, adjacent to existing State Lands' signs, identifying Lessee as the exclusive holder of hunting rights on the Lease Area.

Upon request by Lessor, Lessee shall maintain existing boundary identification markings in strict accordance with Lessor's instructions. Boundary maintenance paint shall be provided at Lessor's expense.

9. PROPERTY ACCESS / GATES AND KEYS

Access is not guaranteed by Lessor. It shall be the Lessee's sole and absolute responsibility to establish proper access to the Lease Area prior to execution of this Lease (and at all times thereafter to maintain such proper access throughout the term of this Lease) and to be able to evidence such right and/or permission as to access in such form as satisfactory to Lessor, in its sole discretion. Failure to present evidence of proper access upon Lessor's request to the satisfaction of Lessor shall be cause for immediate termination of this Lease.

Lessee shall gate all access roads to the Lease Area except public roads. At such time as Lessee gates and locks access roads or changes locks thereon, it shall immediately notify Lessor's LMO as set forth on Exhibit A and immediately provide the LMO with key(s) to any and all locks installed by Lessee. Cable gates or similar gates are not allowed. Lessee's failure to comply with this provision shall constitute cause for immediate termination of this Lease.

Lessee shall patrol the Lease Area and promptly report to the Lessor any evidence of trespass, garbage dumping, beetle infestation of timber, or other damage to the premises or property, or theft of timber.

10. IMPROVEMENTS AND EQUIPMENT

Lessee shall not locate nor construct campers, trailers, shelters, buildings or other overnight accommodations of any kind upon the Lease Area with the limited exception of reasonable, non-permanent, overnight hunting accommodations such as: (a) mobile, "drive-into premises, drive-out of premises," RV's or (b) tent camping. No accommodations shall remain on the Lease Area except during an immediate, ongoing, overnight stay for hunting purposes. Lessor, in its sole discretion, may require immediate removal or destruction of unauthorized improvements in accordance with its instructions at Lessee's expense.

Temporary, portable tree stands or shooting houses may be located on the Lease Area, provided that no nails, spikes, spindles, or metal of any kind shall be placed in, on, or around any tree and further provided that the location or configuration of the tree stand or shooting houses does not interfere with Lessor's use of or activities upon the Lease Area. Lessor shall not be responsible for nor liable for any damage to shooting stands or houses.

Tree stands must be removed from the Lease Area annually within fourteen (14) days following the end of the local deer season. Any tree stands remaining at the expiration of the fourteen days will be deemed abandoned and shall become the sole and exclusive property of Lessor, at Lessor's sole discretion. Lessee understands and agrees that it shall remain liable for the cost or removal and/or disposal of said tree stands incurred by Lessor.

Lessee agrees that any other improvements made to the Lease Area, shall remain thereon and become the property of Lessor, at Lessor's sole discretion, at termination or expiration of this Lease. Lessee further agrees that all items, property, machinery and/or equipment remaining on the Lease Area after the expiration or termination of the Lease shall become the sole and exclusive property of Lessor, at Lessor's sole discretion. Lessee understands and agrees that it shall remain liable for the cost of removal and/or disposal of said items that may be incurred by Lessor. This Paragraph 10 shall survive termination or expiration of this Lease.

11. ASSIGNMENT OR SUBLETTING

Lessee shall not assign nor in any manner transfer or sublet any interest in this Lease nor permit the use of the Lease Area by any person other than Lessee, authorized guests or members (if a hunting club lessee) as reflected on the current and complete Listing of Authorized Hunters pursuant to Paragraph 12. Any attempted assignment or transfer of an interest in this Lease shall be null and void, unless prior written consent of Lessor was first obtained. Consent to any

assignment or transfer of interest under this Lease shall not constitute a release or waiver or otherwise constitute an indication as to consent of any subsequently requested assignment.

12. LISTING OF AUTHORIZED HUNTERS

Lessee shall, on or before its execution of this Lease and thereafter no later than July 1st each year, provide Lessor a complete and current listing of all persons authorized to hunt on the Lease Area. Such Listing of Authorized Hunters must identify each individual as a member, guest or Lessee and must include the full name, primary residence address, telephone number, email address, and Alabama Department of Conservation and Natural Resources Conservation ID (CID) number (as proof of possession of applicable State of Alabama hunting license or exemption from license requirement) of each individual requested as an Authorized Hunter.

Written notice of any additions to the Listing shall be made immediately to Lessor and such request must be accompanied by all information set forth above in this Paragraph 12 prior to Lessee allowing such added individual to hunt on the Lease Area. Notice as to changes in information previously provided and/or deletion of individuals previously listed also shall be immediately provided to Lessor.

Failure to strictly comply with this Paragraph 12 shall be cause for immediate termination of the Lease.

13. INSURANCE

Lessee shall, on or before its execution of this Lease, purchase at its expense a policy of comprehensive general liability insurance coverage in an amount of not less than \$1,000,000.00 which policy shall be issued by a company acceptable to Lessor and authorized to do business within the State of Alabama. The insurance contract must name the Lessor, its agents, officers and employees as additional insureds and show the hunting Lease number(s) covered. Such policy of insurance shall be maintained throughout the term of this Lease and Lessee shall furnish such certificate or other evidence of continuous coverage to Lessor no later than August 1st of each year. Lessee shall provide to Lessor at least thirty (30) days' written notice, pursuant to Paragraph 21, of any cancellation or modification of coverage under any such policies. Failure to strictly comply with this paragraph shall be cause for immediate termination of the Lease.

14. COMPLIANCE WITH LAWS

Lessee at all times shall fully and promptly comply with all laws, ordinances, orders, and regulations of any lawful authority having jurisdiction of the Lease Area, specifically including all federal, state, and local hunting laws and regulations which are in effect in the county or counties in which the Lease Area is located. Lessee shall ensure that all hunting and shooting activity on the Lease Area is conducted in strict compliance with all federal, state, and local laws and regulations pertaining thereto. Lessee shall assist law enforcement officers as applicable.

Lessee shall be responsible for compliance with the *Americans with Disabilities Act* ("ADA") and may make, at its own expense, improvements to the Lease Area. However, any such improvements must comply with the terms of the ADA and, prior to constructing any improvements, Lessee must first obtain the written approval of Lessor. Lessee agrees to indemnify and hold harmless the Lessor for any damages for non-compliance with the ADA.

It is specifically understood and agreed by Lessee that a violation of such laws or regulations by any individual present on the Lease Area shall be cause for immediate termination of the Lease.

15. LESSOR'S RESERVATION OF RIGHTS

Lessor specifically reserves all rights and interests not inconsistent with the restricted hunting rights made the subject of the Lease such as the right to full use and enjoyment of the Lease Area for all activities other than hunting, including without limitation, game management objectives, harvesting timber or conducting other silvicultural activities, and other revenue generating actions associated with the Lease Area including, but not limited to, prospecting or exploring for oil, gas and other minerals, development or production of oil, gas, minerals or other natural resources including all activities incident thereto.

Lessor expressly reserves the right at all times to enter the Lease Area for any purpose. Lessor further reserves the right, in its sole discretion, to grant permission to other parties to cross over and through the Lease Area for purposes including, but not limited to, ingress and egress to adjacent private or public lands.

16. ENTRY BY LESSOR

Lessor reserves to itself through its officers, agents, and employees the right at all times to enter said Lease Area for any purpose.

17. INDEMNIFICATION

Lessee will indemnify and save harmless the Lessor and its officers, agents, and employees of and from all suits, claims, demands, and actions of any kind or nature relating to Lessee's lease of the Lease Area, or, by reason of any breach, violation or nonperformance of any condition hereof on the part of Lessee or its members, guests, agents or invitees. Lessee will indemnify, protect, and save harmless Lessor and its agencies, boards, officers, employees, and commissions from any loss, cost, damage or expense caused by injuries to persons or damage to property, while in, on, or about the Lease Area herein leased, and any and all property of Lessee or its members, guests, agents or invitees which may be located or kept upon the Lease Area shall be at the sole risk of Lessee. This paragraph shall survive the termination or expiration of this Lease.

18. ENFORCEMENT OF RIGHTS AND OBLIGATIONS

The failure of Lessor to insist upon strict performance of any of the covenants or conditions of this Lease or to exercise any option herein conferred in any one or more instances shall not be construed as a waiver or relinquishment of any such covenants, conditions or options, but the same shall be and remain in full force and effect. The receipt by Lessor of rent, with knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach, and no waiver by the Lessor of any provisions hereof shall be deemed to have been made unless expressed in writing.

19. TERMINATION

This Lease may be terminated by Lessor for cause or convenience in accordance with the following:

(a) Termination for Cause. In case of failure by Lessee to keep and perform any of the conditions of this Lease, the Lessor shall have the right to declare the same terminated and said Lease shall immediately terminate and the property interest herein leased shall revert to the Lessor. Lessor shall take possession of said property and Lessee shall immediately vacate same peaceably.

(b) Termination for Convenience. Lessor may terminate this Lease at any time by providing forty-five (45) days written notice to Lessee.

No action for possession taken by Lessor shall preclude the Lessor from bringing any claim for damages either under the terms hereof or such damages or other relief as may be provided by law.

Notwithstanding any provision of this Lease to the contrary: (1) LESSOR is not required to prorate rental amounts in the event of any termination by Lessor; and (2) any termination by Lessor shall not relieve the Lessee from its obligation hereunder including, but not limited to, its obligation to return the Lease Area, as well as any roads and/or improvements, in as good or better condition as at the commencement of this Lease.

20. CHOICE OF LAW / VENUE

Lessee agrees that the laws of the State of Alabama shall govern and be controlling and binding over the provisions of the rights herein granted, and that, notwithstanding any provision to the contrary, the venue of any legal action brought in connection herewith shall be the Circuit Court of Montgomery County, Alabama.

21. NOTICE

All sums becoming due shall be made payable to and all notices from Lessee to Lessor shall be addressed to Lessor at:

Department of Conservation and Natural Resources
Director, State Lands Division
64 North Union Street, Suite 464
Montgomery, Alabama 36130

All notices required to be given to the Lessee under this Lease, applicable law or administrative rules shall be sufficient if sent by U.S. Mail or overnight courier at Lessor's discretion to the following address:

X

The Lessee shall notify the Lessor by certified mail of any change to above information at least ten (10) days before the change is effective.

22. NONDISCRIMINATION

Lessee will not discriminate on the basis of race, color, religion, age, sex, pregnancy, national origin, genetic information, veteran status or disability in its hiring or employment practices nor in admission to, access to, or operations of its programs, services or activities.

23. IMMIGRATION

By signing this Lease, Lessee affirms, for the duration of the Lease, that it will not violate federal immigration law or knowingly employ, hire for employment or continue to employ an unauthorized alien within the State of Alabama. Furthermore, if found to be in violation of this provision, Lessee shall be deemed in breach of the Lease and shall be responsible for all damages resulting therefrom.

24. ALTERNATIVE DISPUTE RESOLUTION

In the event of any dispute between the Parties, senior officials of both Parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama. For any and all other disputes arising under the terms of this Lease which are not resolved by negotiation, the Parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center for Dispute Resolution of the Alabama State Bar.

25. NOT A DEBT

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this Lease shall contravene any statute or constitutional provision or amendment, either now in effect or which may, during the course of this Lease, be enacted, then that conflicting provision in the Lease shall be deemed null and void.

26. NO AGENCY

By entering into this Lease, the Lessee is not an agent of the State, its officers, employees, agents or assigns. The Lessee is an independent entity from the State and nothing in this Lease creates an agency relationship between the Parties.

27. NOT ENTITLED TO MERIT SYSTEM

Lessee understands and agrees that nothing in this Lease entitles Lessee, or any of its guests (or members), to any benefits of the Alabama State Merit System.

28. BOYCOTT

In compliance with Act 2016-312, Lessee hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which the State can enjoy open trade.

29. SEVERABILITY

In the event any terms or provisions of this Lease are deemed to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms or provisions hereof.

30. FORCE MAJEURE

In the case of a Force Majeure Event as defined herein, Lessor reserves the right to immediately terminate the Lease without prior notice to Lessee. Should this occur, neither party shall be liable for or be considered in breach of this Lease due to any failure to perform its obligations as a result of a cause beyond its control, including, without limitation: (i) acts of God; (ii) flood, fire or explosion; (iii) actions, embargoes, quarantines or blockades in effect on or after the date of this Lease; (iv) national, state or regional emergency whether ongoing or occurring on or after the date of this Lease; (v) public health emergencies, outbreak, epidemic or pandemic, whether ongoing or occurring on or after the date of this Lease, including, without limitation, COVID-19; or (vi) any other event which is beyond the reasonable control of such party (each of the foregoing, a "Force Majeure Event").

31. LEASE SUPERSEDES

Lessor and Lessee represent that this Lease supersedes all proposals, oral and written, all previous contracts, agreements, negotiations, and all other communications between the Parties with respect to the subject matter hereof.

32. GOVERNING LAW / SOVEREIGN IMMUNITY

This Lease and related matters shall be construed in accordance with and governed by the substantive and adjective laws of the State of Alabama, including but not limited to the State's right of immunity from suit as provided by Article 1 Section 14 of the Official Recompilation of the Constitution of Alabama of 1901, as amended, without regard to its conflicts of law provisions.

33. LESSEE AFFIDAVIT AS TO HUNTERS

LESSEE SWEARS AND AFFIRMS THAT BASED ON HIS PERSONAL KNOWLEDGE AND INFORMATION AND BELIEF, RESPECTIVELY, NEITHER HE NOR ANY INDIVIDUAL AUTHORIZED OR TO BE AUTHORIZED TO HUNT ON THE LEASE AREA HAS BEEN CONVICTED OF A GAME VIOLATION IN ANY STATE DURING THE PERIOD AUGUST 1, 2019 THROUGH THE PRESENT DATE. LESSEE ACKNOWLEDGES AND AGREES THAT LESSOR MAY AT ANY TIME PERFORM CHECKS FOR VIOLATIONS AND FURTHER AGREES THAT, UPON REQUEST AND AS NECESSARY, IT WILL PROMPTLY PROVIDE ADDITIONAL INFORMATION TO LESSOR REGARDING ANY INDIVIDUAL HUNTING ON OR PROPOSED TO HUNT ON THE LEASE AREA SO THAT LESSOR SHALL BE ABLE TO VERIFY THIS AFFIDAVIT. IF AT ANY TIME LESSEE CANNOT MAINTAIN THE CERTIFICATIONS REQUIRED PURSUANT TO THIS PARAGRAPH, LESSEE SHALL IMMEDIATELY PROVIDE WRITTEN NOTICE TO LESSOR PURSUANT TO PARAGRAPH 21. LESSEE FURTHER AFFIRMS THAT HE HAS READ THIS PARAGRAPH IN ITS ENTIRETY AND UNDERSTANDS AND AGREES TO THE TERMS THEREOF AND FURTHER UNDERSTANDS THAT ANY MISREPRESENTATION OF FACT OR FAILURE TO COMPLY WITH THIS PARAGRAPH SHALL CONSTITUTE CAUSE FOR IMMEDIATE TERMINATION OF THIS LEASE.

34. REVIEW AND EXECUTION

THIS IS A LEGAL, BINDING DOCUMENT. LESSEE HAS BEEN AFFORDED THE RIGHT TO SEEK LEGAL COUNSEL AND REVIEW THIS LEASE AND THE TERMS SET FORTH HEREIN. BY EXECUTING THIS LEASE, LESSEE ACKNOWLEDGES AND UNDERSTANDS THE TERMS AND CONDITIONS OUTLINED HEREIN AND AFFIRMS LESSEE'S ASSENT TO THE CONTENTS OF THIS LEASE.

IN WITNESS WHEREOF, the Parties hereto have caused this Lease to be executed.

RECOMMENDED:

STATE OF ALABAMA
Department of Conservation and Natural
Resources

Patricia Powell McCurdy
Director
State Lands Division

Christopher M. Blankenship
Commissioner

TERMS ACCEPTED:
X

Signature: _____

Printed Name: _____

Title: _____

APPROVED:

ATTEST:

Kay Ivey
Governor of Alabama

John H. Merrill
Secretary of State

Date: _____

STATE OF ALABAMA)
)
MONTGOMERY COUNTY)

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that **Christopher M. Blankenship**, whose name as **Commissioner** of the Department of Conservation and Natural Resources of the State of Alabama is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the foregoing instrument, he, in his official capacity and with full authority executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the ____ day of _____, ____.

Notary Public

STATE OF ALABAMA)
)
_____ COUNTY)

I, the undersigned Notary Public in and for said State and County, hereby certify that _____, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day, that, being informed of the contents of the foregoing instrument, he/she executed the same voluntarily on the day same bears date.

Given under my hand and seal this the ____ day of _____, ____.

Notary Public