



### *Terms of Use*

The hunting lease should clearly set forth the specific terms under which the party to the contract can hunt. Is the permission for a particular season only? Is it for rifle or bow hunting only? Does it allow any legal hunting for a term of one year? Is it a multi-year contract? Perhaps a landowner will want to offer a multi-day hunting lease to a party or group. These are all possibilities, but the document should specify the exact terms of the permission granted.

### *Termination and Options to Renew Provisions*

The contract should specify the particular grounds and the manner under which the landowner can terminate the contract, including for misuse or dangerous use of the property. The contract should also specify whether the contract will automatically renew or terminate on a particular date.

### *Waiver of Liability*

As discussed above, liability should be a prime concern for landowners contemplating a hunting lease. Landowners should acquire a waiver of liability from the hunters as part of the lease. Through a properly drafted waiver, the landowner should be able to obtain the same

level of liability protection offered by the Iowa Recreational Use Statute as to all adult hunters. Such a waiver would not provide protection, however, for children under 18. Landowners are advised to seek legal counsel to draft a legally enforceable waiver. They also may want to include an indemnification under which the hunters agree to indemnify the landowner for any damages caused to others by the hunter or the hunter's activity on the property. They are also advised to discuss any hunting lease in advance with their insurer.

### *Payment Terms*

A hunting lease should include the terms of payment required under the lease, including the amount, the due date, the manner in which payment is to be made, and the remedy in the event of nonpayment.

As noted above, Iowa hunting land is a precious commodity. Through a well-drafted hunting lease, landowners can share their resource with others and, in exchange, receive a monetary benefit. They should remember, however, that any such agreement should be carefully drafted and cleared with their insurers. Failing to take such measures could place them in a liability landmine.

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