



Lease Hunting Opportunities for Oklahoma Landowners

EXTENSION

June 2023

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Introduction

Hunting leases have become common in Oklahoma as landowners seek to diversify income, reduce trespassing and manage wildlife resources. Lease hunting has occurred in Oklahoma as far back as the 1940s. Many Oklahoma landowners profit from hunting leases, and the demand for quality hunting leases continues to increase. Hunting leases provide significant income potential for rural landowners throughout the state. However, the extent to which a landowner reaps this potential depends on marketing skills, wildlife abundance, habitat present, land management practices, location and the ability to integrate wildlife management with agricultural production and other land uses.

What is a Hunting Lease?

A hunting lease is one form of recreational leasing.¹ A recreational lease is an agreement between a person controlling access to property and an individual or group seeking the right to participate in recreational activity on a specific tract of property for a certain time and price. Recreational leasing includes more types of leases than just hunting leases, but hunting leases are one of the most common. Other types of recreational leases include fee camping areas, fee fishing areas, leases for outdoor parties, bird watching tours, dude ranches, wildlife parks charging a fee, etc.

A hunting lease agreement conveys the right to use land, facilities, or services for certain activities associated with hunting, but does not convey ownership of native wildlife. Native wildlife cannot be leased or sold by a landowner because it is publicly owned.² In special situations, commercially raised game or exotic wildlife species can be marketed to hunters through hunting leases. This most often occurs on shooting preserves or exotic wildlife preserves. However, the vast majority of wildlife hunted on Oklahoma hunting leases is native wildlife. Private land managers control wildlife populations because they control the quantity and quality of wildlife habitat and regulate the harvest

of wildlife on their properties within the bounds allowed by state and federal law.

The majority of the land in Oklahoma and the U.S. is privately owned. Private landowners provide or allow for the production of habitat that produces wildlife on their lands. These landowners possess the right to use their property and the associated wildlife habitat. The public cannot hunt or observe wildlife without also using the land. Recreational leases provide a system for the person producing wildlife to get paid and the person using it to pay for it. Hunting leases often provide additional profitable enterprises to landowners on land already managed for livestock, crops or timber. A certain amount of compromise is usually necessary in land management decisions to optimize income from both hunting leases and agricultural uses. When the proper compromise is found, the long-term overall net income is often greater than traditional agricultural uses alone.

Types of Hunting Leases

Every hunting lease is different. The particular arrange-

- 1 A hunting lease is not technically a "lease." By the legal definition, a "lease" gives the lessee a general possessory interest in the property. In contrast, a "hunting lease" only gives the holder the right to make a specific and limited use of the property and is much more easily revoked. Thus, it is more of a "license" or a "*profita pendre*." However, since such agreements are almost universally referred to as hunting "leases," this term will be used in this publication.
- 2 Generally, in U.S. jurisdictions, the state is regarded as the owner of the wildlife within its borders, while in most situations, private land managers control the land on which it lives. Ownership of the wildlife does not transfer to the hunter until he or she harvests it; hence, this concept is called "the rule of capture."

ments depend upon the objectives of the landowner, the desires of the lessees and the resources available (lessees are people who pay for a lease as well as lease members who receive all the privileges as those who pay). Each lease has different requirements regarding time, effort and investment. Most hunting leases can be grouped into one of six categories:

Multiple-Year

Multiple-year leases are probably one of the least common types of hunting leases in Oklahoma, but they tend to be more common in some southeastern states. Lease terms extend across several years in multiple-year leases. Multiple-year leases often involve hunting clubs where the lessees place lodges and other structures on the lessors' properties. Landowners should carefully evaluate multiple-year hunting leases due to the difficulty in changing lease arrangements and the long-lasting ramifications of the leases. Nevertheless, they provide stability for both parties and may be desirable in some cases.

Yearlong

The yearlong lease is a common lease in Oklahoma. They are popular with hunters as well as landowners, who wish to limit the time spent managing a lease. When properly designed, the yearlong lease can be managed with limited effort on the part of the landowner. Most yearlong leases convey exclusive rights to specified recreational activities on the land for an entire year or most of the year. Typically, these leases include several recreational activities such as hunting, fishing and camping, however it is up to the landowner to decide which activities will be leased. If a landowner wishes to retain hunting privileges for self, family or guests, it is usually best to retain some unleased property for that use. Exceptions to this policy should be clearly stated in the written lease agreement.

Limited-Duration

The limited-duration lease may be for a particular hunting season, a few weeks or several days. Most limited-duration leases encompass a particular hunting season or major portion of a hunting season, such as deer-gun season, deer-archery season, duck hunting season, quail hunting season, etc. A single limited-duration lease can be managed with limited effort. However, multiple leases entail additional work for a landowner because he or she may have leases at different times each year for different species with different clients. One may also have several leases occurring in the same season but at different times. Most limited-duration leases convey exclusive rights to the specified recreational activities during the term of the agreement. Conflicts are likely to arise when multiple activities occur on the same property at the same time.

Day

Day leases last for a single day or a portion of a day. Day leases present more demands on the landowner's time than the previous three types of leases. For example, if deer stands are leased on a daily basis, the landowner must retain adequate control over the movement of hunters. This may require bringing each hunter to and from an identified stand individually. Management, labor, advertisement and liability risks increase with the number of individual leases made for a

particular property. This type of lease has been used for deer, turkey, dove, quail and waterfowl with some success throughout Oklahoma. Advertising costs may also increase since more individual hunters must be reached. Potential net income can be greater for day leases than for less intensively managed leases.

Guided Hunts

Guided hunts obviously increase the administrative requirements for a landowner. Some intensive hunting leases become the primary enterprises for a few landowners. Such leases may provide lodging, meals, guides, transportation during the hunt, blinds, dogs and dog handlers, guns and ammunition, game cleaning, butchering and packaging, cold storage, additional recreational facilities, refreshments after the hunt, pictures of the hunt, newsletters and possibly guaranteed harvest opportunities. Extensive advertisement initially, quality experiences for clients, high percentage of repeat customers, and access to excellent wildlife populations are generally necessary to be successful. Although guided hunts involve greater risks and expenses, they can provide more income potential than less intensive leases.

Preserves

Shooting preserves and exotic wildlife hunting preserves are the most intensive type of hunting leases. They include many aspects of day and guided hunts plus they involve stocking wildlife and sometimes raising wildlife. This type of operation can require intensive habitat management, wildlife population inventories, wildlife harvest management and extensive advertising. The rewards for all this effort can be substantial in some circumstances when properly planned and managed.

Qualities of a Successful Hunting Lease

The primary reason sportsmen lease land is to obtain a higher quality recreational experience than they perceive can be obtained elsewhere. Even though most Oklahomans are within a one-hour drive of a state wildlife management area or federal land, many are willing to pay for access to private lands. Hunters look for a variety of qualities in a hunting lease including:

1. Less competition from other people pursuing recreation,
2. Abundant wildlife,
3. A welcoming atmosphere,
4. Safety (knowledge and control of persons hunting and their locations),
5. Convenient or close to home,
6. Better opportunity to harvest a trophy or quality animal,
7. Participation in or influence of wildlife management, especially harvest management, and
8. Convenient, comfortable, or dependable camping location or lodging facilities.

These qualities represent most lessee advantages of hunting leases rather than public hunting areas. It is not necessary that a hunting lease have all of these characteristics to be successful. However, a lease tends to be more marketable and valuable when it has more of these qualities.

There is no specific size for a hunting lease. Hunting leases in Oklahoma can range from a few acres to thousands of acres.

Waterfowl and dove hunting leases tend to have smaller land needs, as migratory birds can be attracted to relatively small areas from afar, while quail and big game hunting leases tend to cover a larger area. Deer, quail, turkey or elk hunting leases usually should include several hundred acres, so adequate habitat is present to produce harvestable surpluses of game. For ethical and conservation considerations, a hunting lease should be no smaller than the minimum area per hunter necessary to satisfy management goals for the property (more information about this topic is provided in the section “Determining Number of Hunters or Minimum Lease Size”).

Sometimes several landowners pool their land to form a hunting lease larger than their individual tracts. The landowner or hunting lease broker that initiated the lease association usually manages the cooperative lease. Such lease cooperatives can be complicated and difficult to manage, but they can allow landowners with small properties to manage wildlife populations and habitat conditions in a sustainable manner while obtaining income from wildlife resources and potentially minimizing individual effort required for marketing a lease.

Oklahoma leases most commonly emphasize hunting for white-tailed deer, northern bobwhite or waterfowl, but often include hunting for most wildlife species present. Although less common, some Oklahoma hunting leases emphasize hunting for dove, wild turkey, elk or exotics such as ring-necked pheasant or feral hog.

Although hunting leases are emphasized here, landowners should not overlook other opportunities in a general recreational lease. Deer hunting might be emphasized in a lease, but other recreational activities such as fishing, camping, hiking, wildlife observation or other activities may be included in a general recreational lease.

A lease that offers more opportunities for quality recreational experiences commonly has higher value. On the other hand, excessive restrictions can detract from a recreational experience and usually decrease the value of a lease. Nevertheless, even in a general recreational lease, a landowner should regulate activities that could damage the property, create safety problems, hamper overall management objectives, harm wildlife populations, or impact quality of life for the landowner.

Reducing Liability

Some landowners forgo income from a hunting lease because they do not wish to increase their liability risks. Oklahoma’s recreational use statute and Oklahoma Limitation of Liability for Farming and Ranching Act may offer protection from liability for landowners. Furthermore, landowners should use the following steps to protect their assets:

- Carefully select lessees,
- Carry appropriate liability insurance,
- Use a carefully prepared written lease agreement,
- Consider impacts of actions on others,
- Inspect the property and either neutralize hazards or inform lessees about them, and
- Be honest about the qualities of a lease.

The most important thing a landowner can do to reduce liability is to carefully screen and select good lessees. Landowners should take time to visit with potential lessees.

Both the landowner and the lessees should possess liability

insurance. Some comprehensive personal liability policies in Oklahoma adequately cover liability risks for a landowner in leasing situations. When a policy does not, a landowner usually can obtain adequate coverage by adding a business rider or endorsement to the existing home or farm policy. Some landowner and sportsmen groups offer liability insurance specifically for hunting leases. While some insurance companies are familiar with lease hunting, others are not, and it is a worthwhile investment of time to shop around for adequate and reasonable coverage.

In addition to ensuring lessees have adequate liability coverage, the landowner should also have them sign a proper written lease agreement with a liability waiver. Once the lease becomes effective, monitor the actions of the lessees while they are present on the property to ensure they are acting in a manner consistent with the lease agreement.

Landowners should inspect their properties for hazards and either neutralize the hazards or inform users of potential risks. Some examples of hazardous situations include pesticide hazards, abandoned wells, open mine shafts, sinkholes, and known areas with concentrations of venomous snakes or temperamental livestock. Lessees should be informed of hazards that are not repaired or removed. The lease agreement is a good place to list existing hazards, and it should include a statement near their signatures stating the lessees have been informed and are aware of the hazards. A landowner is required to take all reasonable precautions to ensure the safety of the lessees.

Basic Management for Successful Hunting Leases

Setting Goals

As with any other management activity, establishment of clear goals is critical to a successful hunting lease. The goals established for a hunting lease operation should be compatible with the overall goals for the property and its associated enterprises. These goals must also be realistic, based on the capabilities of the land base and the wildlife populations. Wildlife habitat management should not be separated from other agricultural land management practices on a property. If a landowner has wildlife goals for a property, then every land management decision should consider wildlife, as well as other uses of the property.

Integrating Management

All land management practices affect wildlife populations. Some of the most significant impacts will result from decisions regarding brush control, planting of exotic grasses (e.g., Bermuda grass, Old World bluestem, tall fescue, etc.), tillage, choice of crops, timing and extent of crop harvest, timber management and harvest, herbicide use, prescribed fire, haying, livestock stocking rate and fencing. The effects of these practices can be positive or negative, depending on the wildlife species, how the practices are implemented, acreage involved, timing and location of the activity. Specific plant communities and management practices that benefit individual species can be found in articles, fact sheets, bulletins and books available at the websites listed at the end of this publication. As a general

rule, diverse native plant communities provide better habitat for most native wildlife species than monocultures of introduced plants or invasive species. By integrating all land enterprises, the landowner can optimize production, which generally provides the greatest economic returns.

Interviewing Potential Lessees

A lessor (person that controls access to a property) should always carefully interview potential lessees. This is one of the most important facets of hunting lease development. A lessor should try to determine whether potential lessees are honest, careful, trustworthy and compatible with the lessor and land management objectives. It is more important to have good people participating in a lease than to receive maximum income from a lease. Choosing the right lessees will help avoid many problems that can arise with hunting lease management. Lessors may want to ask for references from potential lessees, with an emphasis on previous lessors with whom the lessee has rented. These references can be contacted for information about the potential lessee's use of the previous property, promptness of payments, and compliance with lease agreements.

Setting a Price

A question often asked by landowners is how much to charge for a lease. The landowner must find a price that produces acceptable income, yet remains within market bounds. Appropriate price depends on a variety of factors including, but not limited to, the size and location of the property, the type and abundance of wildlife species, quality of hunting, reputation of operation, number of people involved in the lease, the length of the lease, and the services and facilities provided by the landowner. Usually, better quality hunting experiences generate more income. Properties closer (within 60 miles) to major cities tend to bring higher prices.

Payment for a hunting lease is not always money. In some cases, leases are bartered for services or other goods. For example, a surveyor agrees to survey the property, an electrical contractor performs electrical work at the ranch, or an automobile dealer provides the use of a new vehicle. The best price and payment method will be the one that satisfies both parties.

Developing a Written Lease Agreement

Good business practice indicates all types of leases should have a written agreement signed by both the lessors and the lessees. A recreational lease is no exception. A written lease agreement delineates the rules of the lease, protects the interests of both parties, and helps avoid misunderstandings. There are many sample contracts available for hunting leases, but you should remember that no two hunting leases are identical, therefore no two lease contracts will be either. Thus, you should tailor the lease agreement to meet your needs and objectives, and as with any legally binding contract, you should seek legal counsel to ensure your interests are met and your liability is understood before entering into an agreement. With leases of significant duration (especially multiple-year and yearlong leases), the lessor and lessee should consider recording the lease in the county land records. This can provide protection to both the lessor and lessee in the event of a transfer of the property or some other event that involves the rights of third parties.

Whether you use an existing contract or develop your own, there are a few items that every lease should contain. Every written lease hunting agreement should include the following items as a minimum:

1. Names of all parties involved.

Be sure to specify the full, proper legal names of the parties. For example, if the property being leased is owned by a trust, farm corporation or LLC, the name of that entity should be used. Similarly, the names of all lessees should be used (unless the lessee is a hunting club; if the club is an incorporated organization, then the organizational name should be used, but if not, individuals who pay for the lease or receive all the privileges of lessees should be named).

Another important consideration regarding the parties to the lease is whether the lessee will be allowed to transfer the lease rights to another party. Many leases explicitly prohibit such transfers. Lessors should carefully consider whether to allow these transfers. If they are allowed, the written consent of the lessor should be required prior to the transfer, and the transferees should be required to execute a separate copy of the lease, thus agreeing to be bound to all its terms.

2. Description of the recreational rights, services and facilities being leased.

What species will the lessee be allowed to harvest? What hunting methods and weapons will lessees be allowed to use? Will the lessor provide guide services, accommodations, meals, utilities or other services? Will the lessee be given access to existing improvements such as cabins or barns? Can other uses of the property be made, such as camping, boating, wildlife viewing, hiking, arrowhead collecting, ATV use and target practice? Lessors and lessees should discuss all of these questions and craft the lease to describe specifically the rights that will be given to the lessee and those that are reserved by the lessor.

3. Description of the property being leased.

Including a full description of the property in the lease is crucial. The description of the property should include the full and correct legal description of the area included in the lease and its acreage (this information is necessary if the parties wish to record the lease). It is also strongly recommended to include a map of the property. This map should include clear indications of the property borders, allowable access points, and any areas that are off-limits for the lessees. This can help avoid misunderstandings between the lessor and lessee about where the lessee can and cannot go. It also can help avoid problems with neighbors caused by lessees accidentally leaving the property. The lease should also contain a clause prohibiting the lessee from trespassing on adjoining properties.

4. Terms of payment, including date(s) due.

The parties should have a clear understanding of the lease price and how it is to be paid. Many lessors specify the entire lease price is due when the lease is executed or at least when the lessee is entitled to enter the property. Other leases may provide for periodic payments on a monthly or quarterly basis. The lease should specify when

a payment is overdue and the penalties, if any, for such late payments. Such penalties may include termination of the lease if the payments are sufficiently late. Another clause frequently required by lessors is any amounts paid are forfeited if the lessee breaches the lease in any way that causes the lease to be terminated (for example, if the lessee violates any applicable hunting laws).

5. Duration of the lease, including the beginning and ending dates.

The lease should clearly define all important dates, including the date that it is executed, the date that the lessee can begin access to the property, and when the lessee must leave the property. If the entire lease price will not be paid in advance, the dates of scheduled payments should also be listed.

Will the lessee have the right to renew the lease at the end of its term, and if so, will the parties have a set price for the renewal? Can the lessor refuse a request for renewal? When and how will notice of the parties' intent be delivered to one another?

If the lease terminates, and the lessee still has equipment on the property (such as blinds, feeders, cameras, trailers, etc.), how long does the lessee have to reclaim the property before it is forfeited to the lessor?

6. Definition of who has recreational rights.

Does the lease give hunting rights only to the lessee, or is the lessee allowed to bring guests onto the property? If guests are allowed, the lease should explicitly require those guests to adhere to all the requirements of the lease, and should also require them to execute their own liability waiver (see the discussion of waivers below). The lease should also require the lessee to accompany guests at all times, and should set a limit on the number of guests allowed on the property. Further, if the lessor wishes to retain any rights to hunt on the property for himself or herself (or their guests), these rights should also be made clear in the lease. Care must be used in drafting these terms to make sure that the parties give notice to one another if they will be on the property at the same time to avoid safety concerns when multiple hunters are on the property. In most situations, it is best to separate a lessee's use of the property from the same use by a lessor via time or space. Otherwise, problems can develop. For example: when a lessor wants to deer hunt, he or she should hunt on a tract that is excluded from the lease or limit the lease term in a manner that allows the lessor to hunt during time when the property is not leased.

A related right that should be explicitly reserved by the lessor is the absolute right to enter the property at any point and at any time, and to make inspections of the property as they deem necessary. While this right may be inferred from law, it should be made explicit. At the same time, the lease should also provide for how the lessor and lessee will communicate their presence on the property to avoid any potential safety concerns caused by multiple parties being in the same area during hunts.

7. Any special rules, restrictions or responsibilities pertaining to either party.

To be successful, a hunting lease must ensure that all the uses of the property can be successfully coordinated. In Oklahoma, this may mean that a single piece of property may be used for cattle grazing, crop production, oil and gas exploration, wind energy production, residential use, hunting, fishing and wildlife viewing. Therefore, the lease should require lessees to avoid any activities that interfere with other uses of the property. By the same token, lessors should provide notice to lessees when activities are taking place that create hazards for any party, such as oil and gas operations or construction of wind energy equipment. One means of dealing with this is to provide the lessee with notice of any other parties that have activity on or an interest in the property.

Any special concerns of the landowner or hunters should be addressed in the lease. These may include references to abiding by all state and federal hunting regulations, shooting or trespassing across boundaries of the lease, locations of hunting blinds, collection of harvest data, wildlife harvest limits, use of alcoholic beverages, littering, pet restrictions and camping location. Some of these are addressed in the sample lease presented in Appendix 1. The sample lease agreement is provided only as an example and not intended to replace thoughtful consideration of the concerns of both the landowner and hunter(s) for a specific lease arrangement. It is strongly suggested that legal counsel review any written lease agreement.

Another area of restrictions that may need to be addressed is the interactions of the lessee with the property, i.e. whether the lessee may make improvements to the property such as planting and cultivating food plots, making habitat modifications, and constructing buildings or blinds. In some cases, the lessor may want the lessee to make such improvements, as they can enhance the value of the property, but in other cases, the lessor may not want the tenant to make any modifications to the property. The lease should spell out these issues, so there is no confusion among the parties.

Define any travel restrictions for the property. Some lessors may not want lessees to leave established roads or trails on the property, while others may allow it so long as it is only by ATV or other small vehicle. Lessors may also include provisions restricting vehicular damage to areas off of established roads or trails. Along with travel restrictions often come rules regarding gates on the property. While it may go without saying, the lease should require all gates be left in the state in which they were found (open gates kept open, closed gates reclosed, locked gates locked, etc.).

Lessors and lessees may also agree on camp safety rules. This may include requirements that weapons be unloaded within a certain distance of occupied structures, or may involve "no hunting zones" on the property. If such areas are defined, they should also be included on the map provided with the lease. There may also be prohibitions against alcohol use on the property.

8. Termination clause should lessees violate terms of agreement.

Many leases include a termination clause stating a breach of the lease is grounds for its immediate termination and the forfeiture of any payments made under the lease. In their negotiations, some lessors and lessees may decide that some breaches can be “remedied” with notice of the breach to the other party and payment of a penalty or additional action by the breaching party, while other breaches may be “terminal.”

Many leases include a clause that makes violation of any applicable hunting laws (including a failure of any of the lessees to have a valid Oklahoma hunting license) a “terminal breach” that will end the lease.

9. A liability waiver or hold harmless clause and a statement of the lessee’s responsibility for property damages.

A liability waiver provides critical protection to the lessor and should be executed by every person entering the property under the lease. The liability waiver is a critical element of the lessor’s risk management for a hunting lease. Under the Oklahoma Limitation of Liability for Farming and Ranching Land Act (2 OKLA. STAT. §§ 16-71.1 through 16-74), farmers or ranchers can receive enhanced protection against liabilities arising from allowing others to make recreational use of their property. Specifically, 2 OKLA. STAT. §16-71.6 provides as follows: “No person who has executed a written release of liability or a waiver to sue may maintain an action against, or recover damages from, a land owner in contravention of the release or waiver for any personal injury or injury to property. The terms of the executed release or waiver shall be binding upon the person signing the document.” As a result, a carefully crafted liability waiver is an indispensable part of any hunting lease, and should be drafted by an attorney.

Children as guests of the lessee pose special concerns, since children are given greater protection under the state’s personal injury laws. As a result, if children are allowed on the property, the lease should require them to be accompanied by a parent or guardian at all times. The lease should also require a separate indemnity agreement signed by the parent agreeing to hold the landowner harmless for any injuries sustained by the child (since children will not be able to execute a waiver, and it is unclear whether a parent may execute one on their behalf).

The lease must also specify how damages to the property will be compensated. An agreed-to provision that defines these damages and their payment in advance is called a “liquidated damages” clause. For example, if crops are damaged, how will the amount of damage be assessed and paid? What happens if livestock are injured or killed? Agreeing to clear, objective measures of these damages up front can help resolve disputes much more quickly.

Finally, the liability provisions may specify both parties (but especially the lessee) must have liability insurance to cover potential injuries on the property.

10. Signatures and addresses of all parties involved and addresses.

Where practical, all of the lessors and lessees should sign the lease and provide the mailing address where each agrees to receive notices relating to the lease. Remember,

if the lease lands are owned by an entity (such as a trust, corporation or LLC), the officer of that entity should sign in his or her capacity as that officer. If the lessee is a hunting club, an authorized officer of the club should be the signer (and in such circumstances, there should be an additional clause wherein the club and its officers agree to bear responsibility for holding all club members to the terms of the lease).

Once the lease is executed, the parties should consider recording the lease in the county clerk’s land records, particularly for long duration leases. A notarized lease agreement signed by both parties and filed with the county clerk is binding on the property owner, even if the property is sold to a new owner during the term of the lease.

Monitoring Wildlife Populations

Information about the wildlife populations and wildlife habitat on a property helps guide decisions about lease management and habitat management. Knowledge of wildlife populations helps a landowner decide how many hunters a lease can support without harming the wildlife populations.

Maintenance of accurate wildlife harvest records is an important aspect of successful hunting lease management. At a minimum, the number of harvested animals should be recorded. For big game, additional useful records include gender, age-class, dressed weight, antler measurements and good photographs of male animals. Accurate records are necessary to detect changes in populations, measure progress towards management goals, evaluate the success of management activities, and predict future needs. Harvest records help evaluate the potential value of a lease and help determine how many hunters a property can support. Good records and photographs provide useful information when advertising a hunting lease. Lessors may want to include a provision in the lease granting the lessor permission to use such data and/or photographs in advertisements or other publications. Lessees are usually cooperative when it is a requirement in the lease agreement and it is explained to them that it can help maintain or improve their hunting experience. Other useful information can include hunters’ names, dates of hunts, hours hunted for each species, and locations of harvests.

If existing or anticipated harvest rates cause undesirable population trends, it is prudent to establish harvest limits. A harvest limit represents the maximum number of a species or a gender that can be taken from an area in a certain time. Unregulated harvest can alter deer sex ratios, buck age structure, trophy quality of a deer herd, turkey distribution, bass abundance, bass size structure, etc. Harvest limits often change from year to year as wildlife populations and habitat conditions change, so provisions for annual changes in harvest limits should be made in the lease agreement.

Some landowners prefer to limit the time and effort they invest into wildlife management or managing a lease. However, opportunities to increase income are not realized by many landowners who could increase the abundance or quality of their wildlife populations. Alternatively, some landowners have chosen to manage hunting leases full-time because of the enjoyment and financial rewards. Landowners interested in leasing hunting rights for deer should consider participating in the Oklahoma Department of Wildlife Conservation Deer

Management Assistance Program (DMAP). Landowners that enroll in this program can receive valuable technical assistance on deer population and habitat management. In addition, DMAP properties typically have expanded doe harvest opportunities, which improves management options and might increase lease value for property owners.

Habitat requirements for various species can be found in several Oklahoma State University Extension, Noble Foundation, and Oklahoma Department of Wildlife Conservation publications. Websites with this information are provided at the end of this publication; however, none of this information can replace the knowledge and experience of a qualified wildlife biologist. An onsite visit by a competent consultant is useful to customize a land management program to suit your management objectives.

Determining Number of Hunters or Minimum Lease Size

A lessor also needs to determine the number of hunters that his or her operation can accommodate, which should be dictated by the wildlife management goals, acreage and estimated wildlife abundance. Wildlife carrying capacity of an area depends on soil productivity, existing plant communities, rainfall, and current land management practices. To determine the number of hunters a sustainable lease can accommodate, one should estimate the current and desired population density, sex ratio and reproductive rate. Contact a professional wildlife biologist for help with determining this information or visit <http://nrem.okstate.edu/Extension> or noble.org/ag-publications/wildlife/ for publications that can assist you. The following example demonstrates how to calculate the minimum area appropriate for each hunter in a hypothetical deer lease:

Hypothetical deer population parameters for the example (estimated with spotlight or infrared-triggered camera surveys)

Total Lease area = 640 acres
Deer density = 1 deer per 20 acres
Adult sex ratio = 1 buck per 2 doe
Fawn crop = 0.75 fawn per doe (Thus 2 does per buck x 0.75 fawns per doe = 1.5 fawns per buck.)

Hypothetical deer management harvest goal: A quality deer management goal of harvesting no more than 33% of the bucks.

Hypothetical buck harvest success: 60% of the buck hunters harvest a buck each year.

Hypothetical buck harvest restriction: Each hunter may harvest no more than 1 buck per year.

Calculations

1. **The number of deer per buck**
 $1 \text{ buck} + 2 \text{ does per buck} + 1.5 \text{ fawns per buck} = 4.5 \text{ deer per buck}$
2. **Acreage per buck in population**
 $4.5 \text{ deer per buck} \times 20 \text{ acres per deer} = 90 \text{ acres per buck}$
3. **Acreage per harvested buck**
 $90 \text{ acres per buck} / 0.33 \text{ maximum buck harvest rate} = 270 \text{ acres per harvested buck}$
4. **Minimum acreage per hunter**
 $270 \text{ acres per harvested buck} \times 0.60 \text{ harvested buck per hunter} = 162 \text{ acres per buck hunter}$

5. **Maximum number of buck hunters for total lease**
 $640\text{-acre total lease area} / 162 \text{ acres per buck hunter} = 3.95 \text{ or } 4 \text{ buck hunters}$

Fewer buck hunters would be desirable in this example because the goal in this example is to harvest **no more** than 33% of the bucks, so less harvest is acceptable, or even preferred in this case. This is especially true considering natural mortality is not factored in, and actual buck harvest rates are almost always higher than predicted when hunters on neighboring properties harvest some of the bucks.

Safety should also be considered when determining the number of hunters for the acreage and terrain in a hunting lease. Acreage should be large enough to provide a low enough hunter density, or adequate hunter separation or distribution, to eliminate or at least substantially minimize the risk of a hunter accidentally shooting someone. From a safety consideration, hilly, wooded terrain usually tolerates more rifle hunters than level, open terrain.

Advertising the Lease

Once a lease is ready to market, advertising can be a critical component. The modes of advertising selected should depend on the type of lease offered and the location of the property. Often, advertising may be accomplished simply by word of mouth and a lease arranged with local hunters. Occasionally, more sophisticated advertising is needed to reach the target clientele. Many Oklahoma leases have been successfully marketed through advertisements in various media or forums. The most important advertisement for the continual success of any hunting lease business is a satisfied customer. If hunters feel they received a quality hunt for a fair price, then they or someone else will be back the following season.

There are several websites dedicated to connecting potential lessors with potential lessees. Some of these services charge a small fee for their services, but others are free. A quick search of the internet will reveal many of these services.

Landowners who target the more affluent and/or out-of-state hunters should consider more intensive marketing efforts and emphasize hunt qualities, including atmosphere and facilities. Such efforts could include establishing websites, developing brochures, invitations for hunting shows to film on the property, possibly participating in sport trade shows, and making select advertisements in regional or national magazines or newsletters. Many landowners with intensively managed leases develop brochures, videos and websites to attract potential clientele.

Costs and Returns

Since the range of investments and returns in different lease hunting operations can vary drastically, a typical example does not exist. However, most hunting leases in Oklahoma are relatively simple. On property with pre-existing huntable populations of wildlife, properly managed simple leases generally require very little investment. The initial cost of establishing a hunting lease typically includes time to analyze historical harvest information, time to draft a lease agreement, a small legal fee to review the lease agreement, additional premiums for hunting lease liability insurance endorsement, time or expense to advertise the lease, time to interview lessees, and time to occasionally visit with hunters to facilitate communication and check for compliance with lease rules. If a lease is renewed

with the same lessees, most of these costs are avoided, except time to analyze new harvest information, expense for insurance premium, and time to visit with the hunters.

Generally, multiple-year, yearlong and season leases require less operational manpower, administration time and money from the landowner than day hunts, guided hunts or preserves. With the exception of day leases, most lease arrangements are usually made well in advance of the hunting season and often involve the same lessees year after year. Day, guided hunts, preserves and multiple limited-duration leases require additional management time but allow more people to hunt a property. This potentially increases income through increased volume and selling extra services. Also, it can sometimes allow for more efficient harvest of wildlife populations.

It is important to recognize the costs and compromises necessary to maintain or develop wildlife habitat. Many properties will not support significant wildlife populations without restoration of native plant communities such as prairie, shrublands, forests and wetlands. This restoration can necessitate a reduction in the production of other agricultural commodities. As hunting opportunities become scarcer and hunting leases continue to increase in value, investments in wildlife habitat will become more widely recognized as necessary and profitable.

Advantages and Disadvantages of a Hunting Lease

Advantages

Many landowners lease hunting rights to increase income. Hunting leases are one of the easiest methods for most landowners to obtain economic benefits from wildlife and wildlife habitat. In many cases, maintaining wildlife populations can also improve land values.

Some landowners with significant trespassing problems develop hunting leases to gain more control over their land. To such landowners, the income may not be as important as receiving help in controlling trespassing problems. The increased activity and presence by the lessees helps reduce vandalism, theft, and poaching problems related to trespassing. It can also provide an opportunity to exclude people that a landowner no longer wants to access a property.

From a wildlife management standpoint, hunting leases help conserve wildlife habitat and help wildlife receive more consideration in land management decisions. Wildlife cannot exist without habitat. Leasing provides a system for the landowner producing wildlife to get paid and the person using the wildlife to pay for it.

From a hunter's perspective, a hunting lease provides a secure place to recreate. Leasing allows a hunter or landowner to have more control over the safety of a hunt through better control of hunter access and location. Leasing also allows a hunter or landowner to better manage wildlife populations through increased control of wildlife harvest relative to hunting situations with less restricted access. Over the long term, leasing may provide more hunting opportunities than would exist without it because leasing can help to conserve wildlife habitat.

Additionally, friendships often form between lessors and lessees. The social aspects of hunting should not be overlooked,

and for some landowners this is an important aspect of a successful lease.

Disadvantages

Some hunters, wildlife enthusiasts and landowners dislike the concept of hunting leases because leasing helps increase the cost of hunting. Many people believe hunting should be free in the U.S.

Leasing increases a landowner's liability risks compared to liability exposure when people hunt for free or are not allowed to hunt. Landowners should compensate for this increased liability through the management discussed in the earlier section, "Reducing Liability."

Some landowners do not like dealing with people, a necessity in hunting leases. To successfully deal with people and hunting leases, some landowners need to work to improve their communication and social skills. If a farm or ranch family and employees were the only people present on a property prior to lease hunting, additional people brought in can be inconvenient.

Landowners have to sacrifice some, if not most of their hunting opportunities when they lease their land. In addition, other landowner's recreational uses of the land may need to be restricted if they impede the lessees ability to pursue the leased activities. A thorough and well-designed lease agreement helps landowners maintain control of the situation, so their quality of life is maintained.

Conclusion

Hunting leases can benefit landowners, hunters and wildlife. Leasing conserves wildlife on private land by encouraging landowners to conserve wildlife habitat. When property owners see wildlife as an asset that can be a source of income and pleasure, they tend to manage their land to enhance these opportunities. Many landowners, with proper land management, can integrate hunting lease enterprises into their farms and ranches to improve the diversity, flexibility and net income of the operations. It is not necessarily easy to properly manage a hunting lease. As is the case for all farm and ranch enterprises, a hunting lease requires effort by a manager to address new challenges.

Managers of hunting leases should have defined goals, provide adequate hunting opportunities, carefully interview potential lessees, charge a reasonable price, use a written lease agreement, monitor wildlife populations and habitat, and manage wildlife harvest. No special format for a hunting lease exists. Expenses and incomes are variable. A hunting lease must be customized to fit each individual situation. Landowners need to evaluate the benefits and challenges to determine whether a hunting lease is right for their operation.

Some of the content in this fact sheet is derived from Noble Foundation publication NF-WF-99-19.

This fact sheet was modified from Porter, M.D., R. Masters, and T.G. Bidwell. NREM-5032, "Lease Hunting Opportunities for Oklahoma Landowners." Oklahoma State University Extension, Oklahoma State University, Stillwater, Oklahoma.

Additional Information

Several organizations in Oklahoma can provide technical assistance to landowners who want additional information on starting a lease hunting operation and managing wildlife populations and their habitat. These include:

Noble Research Institute

2510 Sam Noble Parkway
Ardmore, OK 73401
(580) 223-5810
www.noble.org/

Oklahoma State University Extension

Natural Resource Ecology and Management
008 Agriculture Hall
Stillwater, OK 74078
(405) 744-5437
<http://nrem.okstate.edu/Extension>

Oklahoma Department of Wildlife Conservation

1801 North Lincoln Blvd.
P.O. Box 53465
Oklahoma City, OK 73152
(405) 521-3851
www.wildlifedepartment.com

APPENDIX 1. Sample Lease Agreement.

Lease Agreement

1. **DATE:** This Agreement is dated _____, 20____ irrespective of the various dates of execution by the signatory parties hereto.
2. **PARTIES:** The parties to this Agreement are as defined below, and all parties hereby agree to receive any notices under this Agreement at the addresses specified:
 - A. Lessor
Lessor name ("Lessor")
Lessor Address
Lessor City, State Zip Code
 - B. Lessee(s)
Lessee name ("Lessee")
Lessee Address
Lessee City, State Zip Code
(include all lessees with individual names and addresses)
3. **LEASE PURPOSE/PROPERTY:** Subject to the terms, condition, rules, and regulations herein set forth, the Lessor leases to Lessee for recreational purposes, including hunting, fishing in ponds, and access to **any special features or amenities**, an approximately **size of lease** acre portion ("Property") of the **lessor's property name**, wherein the Property is generally described as follows:

Give an exact legal description of the property being leased as well as a legal description of congruent properties excluded from the lease (include map provided by the landowner).
4. **TERM:** The term of this Agreement is **number** () **specify years, months, weeks, or days** commencing at 12:01 a.m. on **beginning date**, and terminating at 11:59 p.m. on **ending date**.
5. **LEASE PAYMENTS:** In consideration for this Agreement, Lessee has paid **amount of the lease price or terms of payment** (\$) to the Lessor, the receipt of which is hereby acknowledged by the Lessor.
6. **RULES AND REGULATIONS:** Enjoyment by Lessee of the privileges authorized hereby shall at all times be subject to Lessee's compliance with the rules and regulations hereinafter set forth in this paragraph and/or posted at the Property. Any violation of same will subject this Agreement to immediate cancellation by the Lessor. Should the Lessor terminate the rights of a Lessee under this Agreement, whether in whole or in part, due to a violation of the terms and conditions of this Agreement, any payment made by such Lessee to the Lessor shall be forfeited. The rules and regulations are as follows:
 - A. Lessee is required to fill in the proper information on the registration form at the beginning and end of each trip to the Property. Complete harvest information will be accurately written on the registration form at the end of each trip to the Property. The Lessor will supply the registration forms and collect the completed forms.
 - B. Lessee shall notify the Lessor, **lessor's name, phone number, and or email address** prior to each trip to the Property to minimize conflicts between recreation and ranch activities.
 - C. Each Lessee and his or her guest(s) must abide by all state and federal laws and regulations, including, without limitation, those concerning legal wildlife species, hunting seasons, bag limits, and legal methods of harvest. Everyone connected with this Agreement shall cooperate with law enforcement and state wildlife department personnel.
 - D. White-tailed deer, turkey, and largemouth bass have lease-harvest limits more restrictive than state law.
 - (1) Deer harvest limits for this Agreement were established by the Lessor based upon deer population parameters, deer population trends, deer harvest trends, and Lessor goals for the deer. Deer harvest limits represent the maximum numbers of antlered male deer and female deer that may be harvested from the Property per lease term. Deer harvest limits for this Property are **number** () antlered male deer and **number** () female deer per lease term. Female deer harvest is encouraged because adequate harvest of female deer can be difficult to obtain. The following five rules help maintain appropriate deer harvests:
 - (i) Each Lessee and his or her guests may collectively harvest no more than one (1) antlered male deer per lease term. If a Lessee or Lessee's guest harvests an antlered male deer, then such Lessee and his or her guests may not harvest another antlered male deer during the remainder of this lease term.
 - (ii) When a Lessee or Lessee's guest wants to harvest an antlered male deer, the hunter should strive to harvest primarily mature or large-antlered male deer. Although there are exceptions, mature antlered male deer on this Property typically have field-dressed weights greater than 130 pounds, basal antler beam circumferences larger 4 inches, and tooth wear patterns indicating ≥ 3.5 years according to the Severinghaus aging technique. Every Lessee should not expect to harvest an antlered male deer each year on this Property because it is unlikely every Lessee will have an opportunity to harvest a mature or large-antlered male deer each year. Hunters that repeatedly harvest young, antlered male deer probably will not be allowed to hunt deer on this Property in the future.
 - (iii) A Lessee or guest hunter ≤ 18 years old, who has never harvested an antlered male deer in his or her lifetime, may harvest any antlered male deer, but the Lessee, the Lessee sponsoring a guest, and all other guests associated with such Lessee may not harvest an antlered male deer during this lease term.
 - (iv) Each year that a person hunts male deer with a bow, gun, or muzzle-loader, the person must also hunt female deer with a bow,

gun, or muzzle-loader, subject however to the one exception that a person should not hunt female deer after the female deer harvest limit is filled. Doe harvest is encouraged. Over time, each hunter on this Property should harvest substantially more female deer than male deer.

- (v) Male fawns should not be intentionally harvested. However, we recognize that some male fawns may be misidentified and accidentally harvested when trying to harvest does.
- (2) A turkey harvest limit for this Agreement was established by the Lessor based upon turkey population parameters, turkey population trends, turkey harvest trends, and Lessor goals for the turkey. The turkey harvest limit represents the maximum number of turkey that can be harvested per this Agreement. The turkey harvest limit for this Property is **number** () turkey per lease term.
- (3) Largemouth bass populations and management goals vary among ponds. Signs regulating harvest are erected at some ponds to communicate special harvest restrictions of individual ponds. All persons fishing on the Property shall adhere to the regulations posted on signs at the ponds. Largemouth bass caught in a pond from a protected size class must be treated as carefully as possible and returned to the pond where it was caught. Fisherman may catch and release unharmed an unlimited number of largemouth bass. In ponds where largemouth bass harvest is allowed, a person may keep as many bass from unprotected sizes as Oklahoma fishing regulations allow except no more than one (1) largemouth bass longer than fifteen (15) inches may be harvested per lease term per Lessee.
- E. On the day of harvest, all white-tailed deer shall be checked in at the Property check station. Hunter name, date, field-dressed weight, and sex shall be recorded for each deer. Appropriate antler measurements shall be measured and recorded for each antlered male deer. Lower mandibles shall be removed from each deer, tagged and placed in the appropriate receptacle (mandibles can be removed using lopping shears and a deer jaw puller tool without harming a cape that will be mounted—however, we recommend taking photos before removing the mandibles). Appropriate information shall be recorded in the Property register.
- F. Feral hog is considered a nuisance animal and generally destructive to ranching and wildlife operations. Therefore, the Lessor reserves the right to use any legal means necessary to control feral hog populations at any time.
- G. No shooting, fishing, or trespassing across the boundaries of the Property is permitted. If wounded game leaves the Property, a Lessee should contact a person responsible for the property where the animal moved to before pursuing it.
- H. No hunting blinds may be positioned closer than fifty (50) yards to the Property boundaries.
- I. No hunting is allowed within one hundred (250) yards of the houses on the Property.
- J. Firearms shall not be used while a hunter is drinking alcoholic beverages or under the influence of alcohol or other intoxicating substances. Firearms will be used in a safe and prudent manner.
- K. Pole and line (e.g., rod and reel) is the only fishing method allowed in the ponds on the Property. Trotlines, throw lines, limb lines, jug lines, and yo-yos are not allowed in ponds. Recreational use of nets and traps is allowed in the ponds only for the capture of nongame species as defined by the Oklahoma Department of Wildlife Conservation.
- L. No fish, including bait, shall be released into a pond unless it is caught in that pond, except when specifically approved by the Lessor.
- M. No littering is allowed. All trash must be immediately removed.
- N. Lessee is responsible for and will pay for all damages caused by such Lessee and his or her guests.
- O. Motorized vehicles shall not be driven off the roads indicated on the attached map except to retrieve harvested big game, move hunting stands, or provide help in an emergency situation. All gates shall be left in the condition found, i.e., if closed leave closed, if open leave open.
- P. All fires, trespassers, or poachers encountered must be reported to the Lessor in a timely manner.
- Q. This Agreement may not be assigned by the Lessee, either in whole or in part, without first obtaining the prior written approval of the Lessor.
- R. Anything (including buildings, blinds, feeders, construction materials, vehicles, trailers, etc.) left on the Property after thirty (30) days following the expiration or cancellation of this non-renewed Agreement becomes the property of the Lessor. If the Lessor incurs any expense to remove such items from the Property, the expenses will be billed to and paid by the Lessee.
- S. A Lessee may bring a guest(s) onto the Property; however, the Lessee must be present when his or her guest(s) is on the Property. No more than **number** () people, total, may hunt on the Property at one time. Each and every such guest must execute and deliver to the Lessor a Liability Waiver prior to entering the Property.
- T. Each Lessee agrees to (i) indemnify and hold the Lessor harmless for any and all accidents, injuries, damages, losses or expenses which may occur on the Property as a result of natural conditions, the negligence or willful acts of such Lessee and/or guests of such Lessee, and (ii) reimburse to the Lessor all costs and expenses incurred by the Lessor, including reasonable attorney fees, in enforcing the terms and provisions of this Agreement or pursuing any remedy hereunder or authorized by law. Therefore, each Lessee and his or her guest(s) agree not to hold the Lessor liable for any and all accidents, injuries, damages, losses, or expenses which might occur. It is understood that the Lessee and their guest(s) accept the Property in an "AS IS" condition and further the Lessee and their guest(s) understand that hunting, fishing, and other recreational activities can be dangerous activities and that there may be hidden hazards such as cliffs, holes, fence wire, livestock, snakes, ponds, streams, harmful plants, unauthorized careless persons on the Property, or other risks that may injure a person or property or cause death and each Lessee and his guest(s) assume all these risks at their own responsibilities. The Lessee shall execute and deliver to the Lessor a Liability Waiver prior to entering the Property.

[NOTE: As discussed in the text, the Lessor should have an attorney prepare a liability waiver to be made part of the Agreement]

- U. The Lessor shall be compensated for damage to the property as follows:
- (1) Injury or loss of livestock: The Lessee shall pay for any veterinary or other reasonable expenses in treating any livestock injured by Lessee or Lessee's guest. In the event of any commercial livestock death caused by Lessee or Lessee's guest, the Lessee shall pay the cost of a comparable animal as determined by the most recent price data available for comparable animals at the nearest livestock market for which USDA AMS data is reported. In the event the animal lost is of breeding stock, the Lessee shall pay the cost of a comparable animal of similar genetics and function as determined by publicly-available breeding stock sale information.
 - (2) Damage to pasture or crops: In the event of pastureland damage by Lessee or Lessee's guest, the Lessee shall pay to Lessor the reasonable cost of reestablishing and reseeding the damaged area to a condition as near as practicable to the condition prior to such damage. In the event of cropland damage by Lessee or Lessee's guest, the Lessee shall pay to Lessor an amount calculated by the following method: (A) Measure the amount of cropland damaged in acres or fractions thereof; (B) Determine the five-year historic average per-acre yield for the crop based upon the Lessor's actual harvest records if available or, if not available, USDA county yield data; (C) multiply the acreage by the five-year average per-acre yields; (D) multiply the product in (C) by the nearby futures price for the crop or the local cash bid price, whichever is greater.

7. RIGHT OF FIRST REFUSAL: If the Lessor determines to lease recreational privileges on the Property during the ***dates for the next lease*** term, and if the performance of Lessee under this Agreement has been satisfactory to the Lessor, then the Lessor will notify Lessee of the first option to accept or reject a new lease at the highest bid offered, if any, or if no bid is undertaken, another price determined in the Lessor's sole discretion.

8. OBLIGATION/BINDING EFFECT: The duties and obligations of Lessee under this Agreement are joint and several. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

9. COUNTERPART EXECUTION: The parties agree that this Agreement may be executed in one or more multiple counterparts.

10. ENTIRE AGREEMENT: This Agreement embodies the entire understanding among the Lessor and Lessee regarding the lease of certain use-privileges for the Property, and any prior or contemporaneous representations, either oral or written, are hereby superseded. No amendments or changes to this Agreement shall be effective unless made in writing and signed by the Parties.

We, the undersigned, have read and understand the information contained in this Agreement and agree to its terms.

Lessor

Signature _____

Date _____

Printed Name _____

Lessee (signature of all lessees participating)

Signature _____

Date _____

Printed Name _____

Signature _____

Date _____

Printed Name _____

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Issued in furtherance of Cooperative Extension work, acts of May 8 and June 30, 1914, in cooperation with the U.S. Department of Agriculture, Director of Oklahoma Cooperative Extension Service, Oklahoma State University, Stillwater, Oklahoma. This publication is printed and issued by Oklahoma State University as authorized by the Vice President for Agricultural Programs and has been prepared and distributed at a cost of 20 cents per copy. June 2023 AM.