

2018/2019 Hunting Membership License & Indemnity Agreement

It is understood that the rights and privileges described herein are limited to the land and provisions described herein and to the undersigned Manager (Hereinafter Lessor), Landowner and Licensee(s) and are not for the benefit of any other third party and are not assignable without express written consent of Lessor, and payment of all amounts due under this license and license agreement. This License supersedes any and all previous licenses for this property. Lessor has, or will have, agreement(s) to obtain from Landowner, certain hunting, leasing or license rights, understandings, or agreements, regardless of whether verbal or written, which are hereby being licensed to Licensee. Under no circumstances do such rights herein exceed those rights obtained or to be obtained by Lessor from Landowner, and if there are any interpretations not consistent with the license granted herein, this agreement shall be amended to confirm to those rights granted by Landowner to Lessor (Manager), without further recourse. **In no event will Licensee attempt to contact or communicate in any way with Landowner without prior written approval from Lessor.** In no event will Licensee circumvent such agreements or rights, and Licensee further warrants not to attempt such circumvention. Any attempt to circumvent such agreements shall be considered a breach of contract and shall immediately cause cancellation of this license agreement, and all rights hereunder without recourse or refund.

**LICENSOR AGREES TO LICENSE TO LICENSEE CERTAIN HUNTING RIGHTS TO THE PROPERTY
DESCRIBED IN EXHIBIT "A" UNDER THE FOLLOWING TERMS AND CONDITIONS:**

EXHIBIT "A"

Property located in _____ County, _____ Texas. Gate Access Type Combo. Ranch Name _____

Terms and Conditions

1. Terms of this one year Membership License will begin on _____ and end on _____ with an option to renew each year with written agreement signed by both parties within 30 days of the expiration of this license.
2. This License is for hunting of the following game only: Whitetail Deer per Harvest Plan provided by Manager by October 1st each year, Exotic Game harvest by Manager issued voucher only. (Determined by Game Survey conducted each September) All other legal game Per Texas Parks and Wildlife Department for _____ County.
3. Payment is \$_____ per _____. **Members (Licensee) Maximum.**
4. Terms of payment will be no less than a _____ % due at contract signing, the balance is due by _____. It is understood that no hunting, scouting or equipment may be moved onto the property prior to payment in full. Future payment schedule is 50% by _____ 1st and Balance by _____ 1st each year.
5. **LAWS-** a) All state and federal laws shall be obeyed. b) Membership is for the purpose of hunting legal game only; no other rights are given, expressed or implied. c) Licensees may not collect, gather or harvest any materials or artifacts from the property. d) Licensee may not damage trees, crops, roads or dwellings, fences, buildings or other property on the land. Licensee agrees to repair any damage he causes and to return the land and property to the lessor in its prior condition at Licensee's sole cost and expense. **Conviction of a wildlife law violation on the property, by any single licensee of hunting group may, at Lessor's option, cause cancellation of license immediately without recourse or refund.**
6. **ACCESS TO THE PROPERTY** – a) Your presence on the Property is presumed during the actual hunting season. However, IN THE OFF SEASON, YOU MUST NOTIFY the Land Manager if you plan to visit any part of the property by calling the telephone numbers provided. Leave a message on the answering machine should no one answer. b) Everyone that enters the property MUST record entrance and exit activity on the Membership Sign In/Out sheet. c) A Release of Liability must be completed by anyone that enters the Property. d) Licensees must have a current year Membership card on them while on the property. Failure to do so will result in being asked to leave the property. e) All persons must remain and hunt only on the land that is licensed for access. Crossing any boundary fence without the adjacent landowner's permission constitutes trespassing.
7. **ROADS, GATES AND TRANSPORTATION** – a) Drive slowly. Keep your speed under 15 mph at all times while on the Property. b) Leave all gates exactly as you find them - close them securely if they were closed. Changing or Modifying the lock system without prior written consent from the Land Manager is prohibited. All perimeter gates must remain closed. c) Stay on pre-existing Property roads. DO NOT leave these roads unless you are filling feeders or retrieving game. Off Road scouting and or recreational driving is prohibited. d) During wet conditions, avoid making ruts. You will be responsible for repairing any damage. e) Motorcycles are not allowed. f) Road hunting is not allowed. g) Only foot traffic is allowed on any cultivated field.
8. **WEAPONS** - a) No illegal weapons per State and Federal laws are allowed. b) No spotlighting or night hunting is allowed without written consent from Land Manager. The local Game Warden must be notified before each event. c) Do not discharge any weapon unless you have a target and are absolutely certain that the area in front of and behind the target is clear of other hunters, Property personnel, livestock and buildings. d) No shooting or target practice may be conducted within a 400-yard radius from houses and structures of the Property or any barns and corrals. e) No loaded guns in Camping Area or Lodging facilities. f) No shooting across property boundaries into adjacent properties.
9. **GUESTS AND PETS** – a) All hunters sixteen (16) years of age and younger must be accompanied by an adult (age 21+) at all times. b) You may not send an unaccompanied guest(s) to the Property. c) You are responsible for the actions of each person you bring. d) NO PETS or domesticated animals of any kind are allowed on the property without written consent from Land Manager. e) Guest(s) are allowed only with written consent from Land Manager and may hunt using paid licensees harvest quota only. f) A paid licensee must accompany Guest(s) at all times while on the property. g) Family members are defined as Spouse and Minor Children of paid Licensee.
10. **HUNTING BLINDS AND FEEDERS** – a) Hunting Stand/Blind placement shall be no closer than 100 yards from any boundary fence line and must face inbound of the property. b) Feeders must be placed inbound from the stand/blind in order

to provide absolutely no chance of shooting across fence lines. c) Blinds and Feeders may not be visible from boundary fences or roads. d) Feeder pens must be constructed of cattle/hog panels; no barbed wire may be used. e) No stand/blind may be constructed in a way that damages any of the trees located on the property. f) "Shooting Lanes" may be created by the removal of minor tree branches as long as approved by Land Manager. Any mowing or other clearing of underbrush must be done in a manner not to damage any trees that have been planted. g) **Land Manager reserves the right to require the removal or relocation of a Stand/Blind or feeder with regards to safety.** h) Licensee may post signs at his own expense. Text and size of such signs is to be approved by the Land Manager. When placing Signs/Blinds/Stands/Feeders Licensee may not drive any metal into trees or buildings. Stands/Blinds/Feeders/Signs should not be offensive or create an eyesore.

11. ALCOHOL, DRUGS AND SMOKING – a) Alcohol is/ is not _____ prohibited unless approved by Land Manager in writing. Hunters found in the pasture or behind the wheel under the influence will be relieved of their weapon and evicted from the premises. Land Manager reserves the right to remove anyone who becomes a nuisance. b) Cigarette butts are litter and must be picked up. Smoking is prohibited during a burn ban conditions. c) Possession and or use of a controlled substance is prohibited.

12. CAMPSITE, FIRE AND LITTER – a) When you leave camp, it should be clean, with all items properly secured and stored away from the wind, wildlife and livestock. b) Remove **ALL TRASH** each time you leave. c) Bottles, cans, spent ammunition, and any other trash will not be discarded in the pasture or around camp. d) Animal carcasses, hides and guts will be taken to one designated place to be discarded. e) Members are required to be aware of any applicable BURN BAN that may be in effect. Be careful with anything capable of starting a fire (i.e. ATV's, matches, cigarettes etc.). f) Fires may be built only at the campsite and only then in guarded areas. g) Campfires must be completely out before you leave the property. h) No trash burning allowed. i) Use only dead wood for campfires. j) Cutting of live trees is not allowed. k) Payment of utilities such as water, electricity and gas are the responsibility of the Licensee. l) Changing or modifying the utilities without prior written consent is prohibited.

13. GAME HARVEST AND RECORDING – a) All game harvested must be properly tagged and recorded in the Harvest Log provided. b) **A complete account of each person who hunted on the property and what game was taken must be recorded in the Harvest log on the day that game was harvested.** c) Mature (trophy) bucks are defined as any buck 5 ½ years old or older. d) Cull bucks are defined as any buck without brow tines (this does not include bucks with broken brow tines) e) A picture of each buck harvested is required to be included in the Harvest Log within 30 days of its harvest. f) All harvesting of game must conform to the Wildlife Management Plan issued by the Land Manager or Landowner either verbal or written. g) The Harvest Log is the Property of the Land Manager. h) Land Manager reserves the right to harvest predators and any other animals in order to conform to the Wildlife Management Plan.

14. PERSONAL PROPERTY – a) All structures licensee constructs on property must be of a temporary nature unless otherwise approved in writing by Manager. b) Permanent structures and or improvements of any kind provided by Licensee will become the property of the Landowner without requirement of refund or reimbursement. C) Upon expiration of the license, all personal property of Licensee must be removed from the property within 30 days, otherwise at Licensors discretion; title and ownership will automatically be transferred to Lessor. Licensee agrees to repay any and all costs incurred by Lessor for the removal and or disposal of said property. Payment from licensee to lessor will be within 30 days of costs incurred by lessor.

15. NONEXCLUSIVE USE: THIS PROPERTY MAY BE FARMED, MINED, LOGGED, OR USED IN SOME OTHER MANNER BY LANDOWNER AND LICENSEE EXPRESSLY UNDERSTANDS AND AGREES THAT ANY SUCH OPERATIONS MAY ALTER THE CONDITIONS OR HUNTING ON THIS PROPERTY, AND THERE WILL BE NO REFUNDS FOR SUCH ALTERATIONS OR OPERATIONS. Licensee further agrees that licensee's use of the property is non-exclusive with the respect to the grazing of livestock, agricultural use, harvesting of timber, mining of soil, rocks, or other oil, gas, or other minerals, and Landowner retains all such rights. This license creates no rights into any sub-surface minerals, ground water, materials or deposits or oil, gas or other related products, and Licensee expressly agrees that Licensee will not engage in any mining, extraction, withdrawal, or other removal of any sub-surface materials whatsoever.

16. GUARANTEES/WARRANTIES: There are no warranties, either express or implied, not contained or referred to herein, as to fitness of purpose of the property, there are no guarantees of any nature whatsoever as to game animals available, and the success of the hunting is strictly at the risk and responsibility of the licensee, and there are no refunds for any funds paid.

17. CANCELLATION / EXPIRATION: Lessor retains the right to cancel this license immediately and make no refunds if in his opinion licensee has not complied strictly with the provisions of this agreement. If, in the opinion of Lessor, any licensee or guest that is, becomes, or could become a danger or nuisance to any other licensee, guest, landowner, or Lessor, such licensee may lose his rights under this contract at the discretion of Lessor without refund or recourse. Furthermore, Lessor may cancel this license for any other reason upon 60 days written notice to the licensee and in such case the Lessor shall return to the licensee a pro rata share of the rent based on the following terms: Cancellation Notice given **prior to** November 1st will result in refund of 75% of unexpired portion of the license. Cancellation Notice given **After** November 1st will result in refund of 25% of unexpired portion of the license. It is understood by the licensee that a letter of cancellation of license shall be addressed to address contained herein, by certified and or priority mail, and this will be accepted as sufficient notice by all parties named herein and after expiration of notice period all parties named will immediately cease to exercise all rights stated in this license. **Upon cancellation or expiration of this license, licensee agrees and covenants not to license or attempt to hunt the property or license the property (exhibit "A") from any other party for a period of three (3) years from date of expiration or cancellation of license. Any attempt to by-pass Lessor made by licensee or their agents to hunt or license the property from landowners, grass Lessors, or other outfitters will result in licensee paying Lessor two times (2x) the total annual license payment.**

Indemnity and Hold Harmless

AGREEMENT AND WARNING: LICENSEE UNDERSTANDS AND ACKNOWLEDGES UNDER TEXAS LAW (CHAPTER 75A, CIVIL PRACTICE AND REMEDIES CODE), AN AGRITOURISM ENTITY IS NOT LIABLE FOR ANY INJURY TO OR DEATH, PROPERTY DAMAGE OR OTHER LOSS OF AN AGRITOURISM PARTICIPANT RESULTING FROM AN AGRITOURISM ACTIVITIES. It is understood that the land consists of mostly undeveloped land, and the licensee accepts the land in an "as is" condition and further, the licensee understands that hunting is dangerous activity and that there may be hidden hazards, including but not limited to, dangers such as holes, fence wire, snakes, wells, swamps, brush, ponds, harmful plants, poisonous animals, and insects, bats, other wild animals, unauthorized careless persons on the land, other hunters, or other risks that may be dangerous, injure him or cause death and the licensee assumes all these risks as his own responsibility, without recourse against the Manager or the Lessor or their agents, directors, officers, assignees, or the landowner. Further, Licensee acknowledges that although Lessor or Landowner may have a greater knowledge of land or property than Licensee, that it is impractical and impossible for Lessor or Landowner to list and/or to physically show Licensee each and every possible hazard on the property and Licensee enters onto the property despite same and at Licensee's own risk and without liability of Lessor or Landowner.

Licensee specifically acknowledges, agrees, and stipulates that the Licensee has chosen of his own free will to go hunting on the properties, and realizes there are inherent dangers from the sport of hunting, including, but not limited to, danger from other hunters, the inherent danger of injury from the use of firearms, and other dangers of any nature whatsoever, including dangers to bodily injury which may occur (such as, but not limited to, the use of hunting knives, axes, arrows, traveling by vehicle over rough terrain, getting into and out of deer stands for hunting), and the risk of such injury caused by other hunters. Licensee agrees at all times to use extreme caution and care in protecting himself, his property, and others and their property, from accident or bodily injury which may result in such risk. Licensee agrees to protect, indemnify, and hold Lessor, Manager, and Landowner harmless from and against any and all claims of loss, damages, liabilities, or other expense of or as a result of licensee's occupancy and activities, including, but not limited to, defending of any lawsuits caused by licensee or his guests or invitees. **AS FURTHER CONSIDERATION OF BEING ALLOWED TO HUNT THE PROPERTIES**, the undersigned Licensee hereby releases, waives, discharges, and covenants not to file suit against either the Lessor, Manager, their agents, families, employees, assignees, and/or the landowner or his agents, families, employees or assignees for any and all losses, damages, injuries or other claims or demands therefor, on account of injury to any person or property of the undersigned licensee, or resulting in the death of the undersigned licensee, whether caused by the negligence of the Lessor, the Manager or the landowner or their agents, families, employees, directors, designees and assignees.

The undersigned licensee further agrees to indemnify and hold harmless the Manager and the landowner and their families, agents, employees, officers, directors, designees and assignees, from any loss, liability, damages or cost of any nature whatsoever, including the defending of any lawsuits filed by the licensee and or their guests or invitees, that the undersigned licensee or guests or invitees of the undersigned licensee may incur during the hunt, or the traveling to or from the hunting area, whether such is caused by the negligence of the Lessor, Manager or the Landowner. The undersigned licensee agrees to inspect in advance the properties and to accept the condition of the properties as is, without fitness of purpose, and further agrees that licensee will report any unsafe condition immediately to the Manager and landowner, and further covenants and agrees not to use the property if any unsafe condition exists. Refunds will not be made for any unused properties as a result of any unsafe condition discovered after licensee enters into the license. Licensee further acknowledges that Licensee and all of their invitees or guests are experienced hunters and recognizes the inherent dangers of injury, which exist during hunting trips. Licensee further acknowledges that Licensee and their invitees and guests are experienced in the use of firearms and recognize the inherent dangers of injury in the use of firearms. Notwithstanding anything contained herein to the contrary, as consideration of the privilege of hunting and other activities stated herein, the undersigned Licensee hereby **ASSUMES FULL RESPONSIBILITY AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE**, whether or not caused by negligence of any of the parties hereto.

This agreement further expressly agrees that this agreement and all exhibits hereto is intended to be as broad and inclusive as permitted by the law of the State of Texas, and that if any portion of this agreement is held to be invalid, it is agreed that the balance shall notwithstanding, continue to be in full force and effect. This agreement shall be binding upon the parties hereto, their legal representatives, heirs, administrators, executors, successors and assigns and shall inure to the benefit of each of the parties. These agreements contain and is the entire agreement and undertaking between the parties hereto, and there are no other agreements, representations, statements or inducements not contained or referred to herein. This agreement is signed as to be effective in Tarrant County, Texas, and it is further agreed that any suit, legal action, cause of action, claim, or other legal remedy shall be filed in Tarrant County, Texas, regardless of in which county the property is located.

THE UNDERSIGNED LICENSEE ACKNOWLEDGES THAT HE/SHE HAS READ THIS AGREEMENT AND HAS HAD AMPLE OPPORTUNITY TO REVIEW THIS AGREEMENT WITH AN ATTORNEY OR LEGAL COUNSEL, AND IS SIGNING THIS AGREEMENT VOLUNTARILY, WITHOUT DURESS, AND BY SIGNATURE HEREBY ACCEPTS AND AGREES TO ALL OF THE PROVISIONS OF THIS AGREEMENT.

Licensee:

Printed Name:

Address:

City, State, Zip:

Home#

Work#

Mobile#

Email:

Licensee Signature

Date

Land Manager / Lessor:

Signature:

Date

(Valid only when accepted and signed by Manager)

Make Checks Payable to:

Scott Huggins – Romans623 LLC dba AMR - Land Management Services (AN AGRITOURISM ENTITY)
PO BOX 827 Keller, TX 76244 940-393-6200 scott@8002771647.com