

ALLISON FAMILY FARM; 2019 HUNTING LEASE.

This Lease, made this ____ day of _____, 2018, by and between Allison Family Farm LLC, a Florida Limited Liability Partnership, having its principal place of business at 124 Diamond Lake Lane, Crescent City, FL 32112 hereinafter referred to as "LESSOR," and, _____ whose address is _____ hereinafter referred to as "LESSEE."

WITNESSETH:

That LESSOR for and in consideration of the payment of the rental as hereinafter stipulated and in further consideration of the covenants and agreements to be observed, kept and performed by LESSEE and subject to the conditions, stipulations, restrictions and reservations hereinafter more fully set forth, by these presents does lease, let and demise unto LESSEE the exclusive right and privilege, personally only, to hunt for wild **Osceola Turkey Gobblers, Brown Turkey Gobblers, Wild Feral Hogs, Bobcats, Coyote, Raccoon & Possum and nothing else**, in, on and over the lands hereinafter described. The lands in, on, over and upon which the rights and privileges herein granted are more particularly described or shown on Exhibit "A" attached hereto and made a part hereof as if fully incorporated herein (the "Premises"). All acreages are approximate and represent a commercially reasonable estimate by the LESSOR. It is mutually covenanted, contracted, stipulated and agreed by and between the parties hereto as follows:

1. The term of this Lease shall commence at 5:00 am on _____ and extend through _____ pm on _____.
2. LESSEE acknowledges that LESSOR has made no oral or written commitment or promise to renew or extend this Lease.
3. LESSEE shall pay to LESSOR, by U. S. Postal Money Order, Cashier's Check, or Electronic Funds Transfer, in advance the total rent/lease listed below. Payments shall be made 50% upon booking and the balance upon arrival at the farm.
4. BASE LEASE FEE: i.e. hunting fee \$400.00 per person per day. **(This is not a guarantee that you will kill an Osceola Turkey Gobbler or anything else).**
5. ____ days ____ @ \$400.00 = \$ _____ Less deposit of \$ _____ = Total \$ _____

AMENITIES:

1. Shot gun (12 ga.) & six (6) shells. \$35.00 Day _____
2. Decoys (3). \$10.00 Day _____
3. Box lunch & 1 cold drink. \$15.00 ea. _____
4. Transportation to and from Crescent City or Palatka. Per trip:
Crescent City; \$ 15.00 _____ Palatka; \$ 35.00 _____
5. Sleeping quarters at the farm (Fifth Wheel R.V.) \$40.00 per day per person. (Contact owners for more information).
of people ____ nights ____ \$ 40.00 per night per person total \$ _____

We have two (2) Motels in crescent City the Lake View Motel phone 386-698-1090 rooms here are generally \$55.00 + tax per night. And Lenard's Landing phone 386-698-2485 rooms here are generally \$85.00 Per night. Transportation to either of these motels is; @15.00 per trip.

Amenity Subtotal: \$ _____ Grand Total: \$ _____ Due upon arrival.

3. This Lease shall be specifically and particularly subject and subordinate to any and all operations and developments, uses and occupations in, on and from the Premises or any part thereof which may now or at any time hereafter be carried on by LESSOR, its tenants or assigns. LESSOR may fully and freely use the Premises for forestry, silvicultural and mineral operations and all other lawful purposes, whether of same or similar kind or not.

The use of all or any part of the Premises by LESSEE for the purposes aforesaid shall be to the extent necessary for said purposes, and to the extent not necessary that residuum of possession and use of all parts of said Premises shall belong to LESSOR, its agents, employees, tenants, lessees and assigns for other purposes.

All property of every nature and description that LESSEE brings to the premises during the continuance of this Lease shall be at the sole risk of LESSEE and LESSOR shall not be liable to LESSEE or any other person for injury, loss or damage to any person or property on the Premises belonging to LESSEE.

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Restrictions and Obligations of LESSEE

LESSEE shall ensure that all minors permitted on the Premises by LESSEE shall be under the direct supervision of one of their parents or legal guardians and said parent or legal guardian shall be fully and solely responsible for their acts and safety and further, LESSEE shall hold LESSOR harmless there from, regardless of the nature of the cause of damage, whether property or personal injury, to themselves or others.

LESSEE covenants and agrees to fully comply with all of the laws now in effect of the county and state in which the Premises are located and of the United States, and all rules and regulations lawfully promulgated and issued there under in respect to hunting on the Premises and the conservation of wildlife and the natural resources therein and thereon including, but not limited to, the Endangered Species Act of 1973 as amended. It is fully understood and agreed that nothing herein contained shall be construed, claimed or asserted as granting unto LESSEE any right or privilege in respect to hunting other than which LESSOR has a lawful right to grant, lease, let and demise. A violation of said laws, rules and regulations shall at LESSOR'S election and option be cause for immediate forfeiture and termination of this Lease.

LESSEE shall respect the rights of adjacent landowners and other lessees and conduct all activities in a courteous manner, with regard for the rights, safety and well being of all persons. LESSEE agrees to be solely responsible for, and to promptly resolve any problems with adjacent landowners and other lessees arising from LESSEE'S activities and to indemnify and hold LESSOR harmless there from as provided below.

LESSEE agrees that it will not commit waste nor permit waste to be done to or upon the Premises and that at the expiration of this Lease, LESSEE shall promptly and peaceably deliver to LESSOR the Premises in as good condition as they now are, natural wear and tear and the action of the elements alone excepted. LESSEE shall not litter or dispose of any trash in the woods or along any road. ANYTHING and EVERYTHING taken into the woods shall be brought out of the woods i.e. **leave nothing but your foot prints in the woods.**

LESSEE shall not under any circumstances:

- a. Set fires or allow fires to be set on any portion of the Premises, LESSEE will promptly notify LESSOR (if such is practical) of any wildfire on the Premises or on adjacent lands.
- b. Discharge a firearm across or within fifty (50) yards from the edge of any public road or LESSOR Restricted Road, or within three hundred (300) yards of any active harvesting, silvicultural or road maintenance operations. Loaded guns are only permitted in the blinds. Hunter carrying loaded personal protection pistols shall keep said pistols holstered upon there person.
- c. Damage or destroy any road or roads on the Premises or use trucks, automobiles, jeeps and other similar licensed vehicles on any portion of the Premises except on existing established woods roads.

16. LESSEE specifically agrees to protect, defend, indemnify, and hold harmless LESSOR from and against any and all losses, costs, expenses, attorneys' fees, damages, liabilities, suits, actions, recoveries and judgments of every nature or description, whether arising directly or indirectly out of this Lease or the use of the Premises by LESSEE (or any roads of LESSOR to access the Premises) including liabilities imposed by separate indemnity agreements and further including any negligence or fault, whether active or passive, on the part of LESSOR which constituted a concurring cause of the injuries or damages sustained except when caused by the sole negligence of LESSOR. In executing this Lease, LESSEE expressly agrees to the above indemnity provisions and states that LESSEE intends to specifically bind itself to indemnify LESSOR in every instance set forth above. LESSEE agrees at LESSEE'S sole cost and expense to defend against any and all actions, suits or other proceedings arising directly or indirectly out of this Lease or the use of the Premises by

LESSEE, including liabilities imposed by separate indemnity agreements and further including negligence or fault, whether active or passive on the part of LESSOR except the sole negligence of LESSOR and to pay or satisfy any judgment or decree which may be rendered against LESSOR in any such action, suit or legal proceeding or which may result there from. To the extent that any of the obligations imposed by this paragraph shall not be enforceable under applicable law it is the intent of the parties that the provisions of this paragraph shall be construed to impose only such obligations on LESSEE and LESSOR as shall be enforceable under applicable law. LESSOR shall, at its option, however, have full control of any defense of such suits, and LESSOR shall at all times have the option of choosing the attorney or attorneys to perform the professional services involved. For purposes of this paragraph, LESSOR shall be defined to include LESSOR, its subsidiaries, affiliates and related companies and their respective officers, directors, agents and employees.

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17. LESSEE shall exercise the rights granted hereunder to avoid injuring, damaging or destroying any trees, crops, buildings, fences or other improvements on the Premises. LESSEE shall reimburse LESSOR for any and all damages due to fire, negligence or vandalism caused by LESSEE. Incidents of fire, vandalism or excessive damage to roads shall at LESSOR'S election and option be cause for immediate termination of this Lease. LESSEE shall take extraordinary care to maintain the condition of LESSOR'S roads and shall promptly repair all damage done by LESSEE to any of LESSOR'S roads.

19. Upon the termination of this Lease by LESSOR for any reason, LESSEE shall remove any deer stands, shooting houses, permitted building or structures (if applicable) or other property of any nature or description owned by LESSEE located on or within the Premises.

22. The obligations of LESSEE hereto shall not be released or diminished or in any way affected by any indulgence granted by LESSOR or by any failure of LESSOR to enforce any provision of this Lease or any modification, revision, supplement thereof, or by failure of LESSOR to notify LESSEE of any default in the performance thereof, or by any action or non-action of LESSOR, or by the release of any party or parties liable, or who might be liable thereon, and LESSEE hereby consents to all such indulgences and all such failures to enforce and to all such action or non-action of LESSOR or to the release of any party or parties liable or who might be liable thereon and hereby waives all notice of default.

23. LESSEE hereby acknowledges that LESSOR has informed LESSEE of its policy that being under the influence of, bringing in, possessing, providing, manufacturing, or other production of, buying, selling or using unauthorized drugs or controlled substances on the Premises is strictly prohibited.

24. LESSOR hereby grants to LESSEE permission to cross the lands of LESSOR on roads for access to and from the Premises to the extent reasonably required by LESSEE. Such access permission shall terminate on the termination date set forth in this Lease.

Termination

27. It is expressly understood and agreed that LESSOR shall have the right and option to terminate this Lease with or without cause at any time upon four hours (4) Hrs. notice to LESSEE.

30. LESSEE shall not be considered the agent or employee of LESSOR and at no time shall the members or guests of LESSEE hold themselves out or represent themselves to be agents or employees of LESSOR.

33. This Lease is made and accepted (a) without any representations or warranties of any kind on the part of LESSOR as to the title or suitability to the purposes for which the same is executed; and (b) expressly subject to any and all existing easements, mortgages, reservations, liens, right-of-ways, contracts, leases (whether grazing, farming, oil, gas or minerals) or other encumbrances or servitudes now of record or on the ground affecting the Premises herein described. (c) This lease is extended to the Lessee (hunter) for the privilege of hunting on the lessor's property and is in no way a guarantee that the lessee will harvest a Turkey or anything else. This lease authorizes one hunter to harvest **only one (1) Osceola Turkey Gobbler, no hen turkeys shall be killed or otherwise molested.** (d) No hunter shall leave his/her assigned hunting blind without first contacting the lessor (a phone or radio shall be provided for this purpose).

34. It is further stipulated and agreed that whenever the word "LESSEE" is used, it is intended and shall be deemed to include and shall be binding upon LESSEE, its successors and assigns.

35. This document incorporates the entire agreement of the parties and supersedes and replaces any prior written or oral agreement of the parties. No prior representation, stipulation, agreement or understanding will be valid or enforceable unless incorporated herein. Any amendments to this Lease must be in writing and executed by both the

LESSOR and LESSEE.

36. If any provision of this Lease (other than those relating to the Rental/Lease Amount) or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

37. This Lease shall be interpreted and construed under the laws of the State of Florida.

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38. If either party hereto is required to retain an attorney to bring suit to enforce any provision of this Lease, the substantially prevailing party shall be entitled to reasonable attorneys' fees regardless of whether the matter proceeds to judgment or is resolved by defaulting party curing such default.

40. It is understood and agreed by LESSEE that LESSEE'S obligations hereunder with respect to compliance with governmental laws, rules, regulations and the indemnities set forth herein shall survive the expiration and termination of this Lease.

IN WITNESS WHEREOF, the undersigned have hereunto affixed their hands and seals on the day and year first hereinabove written.

LESSEE:

Printed name of Lessee.

LESSOR:

Allison Family Farm LLC.

By: Virgil L. Allison

Suggestions:

1. In most cases you will be hunting with one other hunter at the farm, leaving your blind may interfere with the other hunter, therefore don't leave your assigned blind without first checking with the other hunter or the lessor.
2. If possible plan to arrive at the farm the day before your hunt so that we may show you around and you can pick out the blind that you want to hunt in.
3. We will assign you an electric golf cart to get to and from your blind.
4. You should plan to be in your assigned hunting blind no later than six o'clock (6:00 am) as is generally light enough to shoot by 6:30 am.
5. The only camo that is necessary: Gloves and a Face mask, a dark colored or camo shirt, be sure that there are no openings behind you in the blind (no silhouette).
6. Sit quietly in the blind move only as absolutely necessary, Turkeys can see the slightest movement and hear the slightest noise. And remember there may be ten (10) birds in front of you that twenty (20) eyes looking around.