

Law Bulletin

Law you need to know from OSU Extension's Farm Office

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Leasing Your Land for Hunting: Legal Considerations

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Leasing land for hunting offers the benefits of providing an additional income from the land while managing wildlife populations and property damages from wildlife. However, there are a few legal considerations to make before entering into a hunting lease.

Liability for harm to hunters

A first concern is usually whether the landowner would be liable for injuries to hunters on the property. Landowners have liability protection from hunter injuries under two Ohio laws. Ohio's Recreational User Statute provides that a landowner who leases nonresidential property for hunting does not have a duty to keep the premises safe, does not give any promises of safety by granting permission to hunt, and does not assume responsibility or liability for injuries caused by any acts of hunters. Additionally, Ohio's hunting laws state that a landowner shall not be liable for injury, death or loss to a person or property arising from the act of a person hunting on the land without the landowner's written permission.

Even though these laws provide landowners with liability protection, landowners should take care to responsibly manage hunters on the land. Limit the number of hunters who have permission to be on the property at one time, and provide a location for hunters to park so that other hunters or property users know when hunters are present on the land.

Hunting leases

Hunting leases are becoming increasingly popular tools for managing a hunting arrangement. A hunting lease transfers the right to hunt to another individual or a group such as a hunting club.

The following are common terms and conditions to include in a hunting lease. Not all terms are applicable to every leasing scenario. It is important to carefully review the provisions and tailor the terms of the lease to the particular hunting situation.

1. Names of the parties. Include all individuals who will have the right to hunt.
2. A detailed description of the property under lease, using address and amount of acreage.
 - o Describe boundaries for the hunting area on the property if the entire property is not included.
3. Specific time period and hunting seasons covered by the lease. Use exact dates.
4. Species of animals that can be taken. Clarify whether all animals or only certain species are included in the lease.
5. Requirements or limitations for number and gender of animals to be taken.
 - o Consider population management needs and whether male, female and young animals can or must be taken.
6. Payment provisions. Address amount of payment and how, when and where payment is to be made. Consider whether pre-payment or a deposit is necessary.
7. Use of tree stands and blinds. Address where, what type, and when a hunter may place tree stands and blinds on the property and outline

safety precautions necessary to keep other property users away from such structures.

8. Whether legally permissible feeders or bait may be utilized on the property.
9. Whether or where a hunter may clean an animal and provisions for disposing of parts.
10. Requirements for reporting information to the landowner about animals taken.
11. Other activities that are or are not allowed on the property, such as fishing, camping, consuming alcohol, smoking and cooking.
12. Specific people that may hunt or access the property.
 - o Address whether guests of the hunting lessee are permitted and consider whether there should be limitations on the number of people allowed to hunt at one time on the property.
13. Responsibilities of the hunting lessee to monitor and care for the property. Include provisions for notifying the landowner of trespassers, maintenance, and similar issues on the property.
14. How to address compensation or repairs for property damaged by hunters.
15. Vehicle access to the property.
 - o Identify where hunters can drive, where they should park vehicles, and types of vehicles permitted, such as ATVs and snowmobiles.
16. Whether the landowner or a tenant of the property must receive notification when a hunter will be on the property.
17. Requirements for the hunter or hunting club to have liability insurance, amount of insurance, and inclusion of landowner as an additional insured party.
18. Whether, when and where the landowner or landowner's family members have rights to hunt on the property.
19. Requirement that hunters must abide by all applicable laws, including obtaining a hunting license.
20. When and how the lease terminates or whether it automatically renews if neither party terminates the lease.
 - o List incidents that can result in automatic termination of the lease, such as violating a law or a lease provision.
21. Procedures for resolving disputes under the lease.

Put your hunting lease in writing

A hunting lease should be in writing and all parties should sign the agreement. . If leasing to a hunting club, reference club member names and ensure that the person signing the lease for the club has the authority to do so. Provide a signed copy of the lease to all parties.

If the lease period will last for more than three years, have a notary public or county official certify the parties' signatures.

While hunting lease templates are available online, landowners should consult with an attorney to create a hunting lease that accurately addresses all concerns.

Where to find Ohio laws

Ohio laws are available online at <http://codes.ohio.gov>.

Ohio Recreational User's Statute

- Ohio Revised Code §1533.18 and §1533.181.

Hunting without permission law

- Ohio Revised Code §1533.17.

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- Visit our website at <http://farmoffice.osu.edu>.
- Sign up at <http://farmoffice.osu.edu/blog> to receive our blog postings by e-mail with timely articles on legal issues of importance to Ohio agriculture.
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