

## Leasing Your Land for Hunting: Legal Considerations

*Peggy Kirk Hall, Asst. Professor and Field Specialist  
OSU Extension Agricultural & Resource Law Program*

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 another individual or a group,

like a hunting club. The following are common terms and conditions for hunting leases:

- A description of the property under lease.
  - Set clear boundaries for the hunting area.
- Time period or hunting seasons for the lease.
- Payment amount and terms of payment.
- A description of activities that are or are not allowed, such as fishing, camping, and construction of tree stands or duck blinds.
- Who is allowed to hunt or access the property.
  - Including whether guests are permitted and limitations on the number of people allowed to hunt at one time.
- Type and number of animals that can be taken.
- Responsibilities of the lessee to manage or care for the property, especially if the landowner is an absentee landowner.
- Vehicle access to the property.
  - Identify where hunters can drive and park vehicles and permissible types of vehicles, such as ATVs.
- Requirements for liability insurance.
- Landowner's rights to hunt on the land, if any.
- Termination provisions and rights of renewal.
  - Including incidents that can result in automatic termination.

A hunting lease should be in writing and all parties should sign the agreement. While hunting lease templates are available online, landowners should consult with an attorney to create a hunting lease that addresses all concerns of the parties and is legally enforceable.

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