

LICENSE REQUIREMENTS



✉ leases@ushunts.com

🌐 www.ushunts.com

HUNTING AND/OR FISHING LICENSE

This Hunting License ("Agreement") is made and entered into as of 2023-05-15 by and between Landowner Name Here and the following individual(s) (whether one or more) as set forth on the signature page(s) hereto (referred to (whether singularly or collectively) as "Licensee") and Wild Beast Hunting, LLC d/b/a USHunts.com, an Oklahoma Limited liability Company ("OkieHunts").

1. Grant of License. Subject to the terms and conditions set forth in this Agreement, Licensor does hereby grant to Licensee, the exclusive License (the "License") and right to use the Property defined below (hereafter the "Subject Property") for recreational hunting of only the following game species with the following weapons: All game species with all legal firearm and archery equipment and to allow fishing for the state of Oklahoma, as may be found upon and harvested from the below License Area:

Subject Property Name and Legal Description:

Name of Property and locals or location would be shown here

Fee For License During The Term of Agreement: \$\$\$\$\$

Licensor represents and warrants the legal description for the Subject Property (as to all tracts if more than one) is correct and complete. Licensee's rights hereunder shall constitute only a license and shall not be construed as a grant, sale, transfer, lease, or other disposition of any interest in the Subject Property. Licensee's exercise of any rights hereunder is permissive only and in no sense adverse to the title, ownership and possession of the Subject Property by Licensor. It is understood that the rights and privileges granted herein are not assignable without the express written consent of the Licensor. This License is strictly limited to the use of the Subject Property for the activities described herein, and notwithstanding anything contained herein to the contrary, the Licensee has no other rights to the use of the Subject Property.

2. Term. The Initial Term or Term of the Agreement shall be for a period from:

2023-05-15 and to 2024-05-14

If Licensee desires to renew the License for an additional one (1) year Term, Licensee shall notify USHunts via email at least thirty (60) days prior to the expiration of the initial Term and shall pay the renewal sum to USHunts, not later than the expiration of the current Term. This License may be renewed by Licensor and Licensee for additional one year Terms subject to the terms of this Agreement, and on payment of the renewal sum by Licensee. Failure to pay the renewal sum prior to the expiration of the current Term releases the Licensor and USHunts from any obligation under this License and Licensor, through USHunts, may license the whole or any part of the Subject Property without recourse from the Licensee. If this License Agreement is renewed, a 2.5% operations adjustment may be added to each annual renewal amount. Subsequent Annual renewal amounts may be adjusted for other reasons.

3. Licensee Obligations and Agreement. The Licensee hereby agrees:

- To pay USHunts contemporaneously with the execution of this Agreement, the price as advertised at USHunts.com as consideration for the use of the Subject Property for the initial Term. Further, contemporaneously with the execution of this Agreement, Licensee is also executing a Waiver and Release Agreement ("Waiver") in favor of Licensor and USHunts, which is a pre-condition to the use of the Subject Property by Licensee. **If guests or family are allowed**, Licensee(s), will require all guests or family members to sign the Waiver.
- **Guests if permitted by Licensor** are defined as Non Immediate (Licensee's Spouse/Children under 18) Family Members. Guests must be with you at all times.
- To keep a copy of this Agreement on you at all times for landowner or game warden verification.
- To display an USHunts decal in the rear window of your vehicle for landowner verification.
- To abide by any and all State, Federal and local hunting laws, rules, and regulations, including any quotas or addendums provided here or on website property page prescribed by Licensor. Failure to follow said regulations, by Licensee may, at Licensor's option, cause immediate cancellation of the Agreement as to Licensee (at Licensor's sole discretion) and without refund of all fees paid.
- Use posted signs to stop others from trespassing, contact us and local sheriff if you are having trouble.
- If allowed, Fishing in all ponds are catch and release. No trotlines allowed. Only rod and reel.
- To not sublicense the Subject Property. Further except as provided herein, Licensee shall not grant permission to anyone to hunt or otherwise use the Subject Property.
- Agrees that once this Agreement is signed and completed by all parties it cannot be changed, added to or taken away from under any circumstances. **Licensee (s) changes may be made to your lease ONLY during renewal after the term of this Agreement.**
- To maintain proper safety procedures regarding firearms, bows, arrows, knives, and hunting equipment of any kind, including but not limited to, ensuring that all firearms are unloaded while in vehicles and in vicinity of all buildings. Licensee also agrees that firearms, bows, arrows, knives, and hunting equipment of any kind used on the Subject Property shall be safely and properly maintained and shall be in good and safe working order. All Licensee's further will ensure that they are well-trained and experienced in the safe operation of any firearms, bows, arrows, knives, and hunting equipment of any kind prior to any Licensee entering upon the Subject Property.
- To maintain proper vigilance aimed at preventing fires or damage by other means to the Subject Property, and to immediately report any wildfires that may occur on the Subject Property to Licensor. Catalytic convertors on vehicles and spark arrestors on ATV's start fires, Licensee shall stay out of tall grass. **No campfires except thru written consent by landowner and filed with USHunts.**
- **Night hunting and trapping is strictly prohibited without written consent from the landowner and must be filed with USHunts as record.** Each Licensee is responsible for his/her property. Any theft, damage, or fires or similar risks are risks that each Licensee assumes fully.
- To ensure that vehicles are driven only on established roads and that all gates are left as originally found. ATV use is permitted for hunting, working, filling feeders, retrieving game animals and or getting to and from your stand. Joy Riding is strictly prohibited.

Licensee hereby agrees

- To maintain a no hunting or shooting zone within 100 yards of any occupied building and around all other Licensee (s) or guest areas. Local or state minimum regulated distances will supersede this distance if more than 100 yards.
- Upon termination of this Agreement, and except as agreed to by the Parties in writing to remove all personal property some of which may include fencing, t-posts, blinds, tree stands, feeders, trailers or anything else that was placed by any Licensee or guest upon the Subject Property. Nothing in this paragraph shall be construed as granting Licensee the right to place or construct any structure on the Subject Property without prior written consent of Licensor. Any property remaining on the Property shall become possession of the Licensor and Licensee agrees to pay and be responsible for removal at the rate of \$250 per man hour plus \$1.00 per mile for each vehicle used for the removal of such items.
- To repair any damage caused to the Subject Property and to return the Subject Property to the Licensor in the same condition that existed upon commencement of the Agreement. Any clearing of underbrush must be done in a manner so as not to damage any trees or crops that have been planted.
- To in no way hinder farming or damage crop production.
- Cattle may be present at any time unless specified otherwise on the website property details.
- Licensee is responsible and will pay for all damages caused by such Licensee to: i) the Subject Property or ii) any person(s) related to the use of the Subject Property pursuant to this Agreement.
- To not enter upon any neighboring land or hunt on any land not described herein. Neighboring landowner must be notified before entering neighboring property to retrieve anything harvested.
- To keep the Subject Property free of litter or trash at all times.
- That for a period of 3 years from Initial Term to not attempt to negotiate a new or revised Agreement with Licensor upon expiration or earlier termination of this Agreement, without the inclusion of USHunts as a party and facilitator. Licensee agrees that Licensee will not enter into an agreement with Licensor for hunting and/or fishing rights as to the Subject Property without paying to USHunts 100% of the sum Licensee agrees to pay on the attached Exhibit A as liquidated damages (as actual damages to USHunts are difficult, if not impossible to ascertain).
- Licensee agrees that failure to abide by the terms and stipulations above or any of the attached amendments by any person present on the leased area under this lease will constitute cause for the forfeiture of all rights under this Agreement, including, but not limited to deposits and fees.
- Licensee agrees not to involve Licensor in property or personal disputes between Licensee (s). Licensee acknowledges that he/she/they are free to obtain and keep in place additional insurance regarding their use of the Subject Property pursuant to this Agreement and the decision to obtain or not obtain insurance is Licensee's decision alone.
- Direct any and all questions to Wild Beast Hunting dba USHunts regarding the use of these properties. Licensee agrees to not interfere with or disturb landowner or landowner's use of the Property.

The below is an example and can change dependent on landowner however the website will reflect what your particular landowner desires.

Licensee also hereby agrees to follow the below:

Required Landowner requires notification by text before access.

The following animals are strictly prohibited from Harvest: None

This is a Family License and allows for spouse and their children under 18 to participate in this Agreement with all Licensees.

I allow 1 Guest to be present per licensee outside of Big Game Seasons

I am not allowing A corporate lease which allows for customers of the licensee to bring guests for any season.

I want A shared bag limit where spouse and children under 18 harvests count towards the licensee(s) state game limit (Big Game Only). Small game shall carry the states limit for each person.

6 is the maximum number of people that can be present at any time.

I wish to Limit the game on my property to the below.

BUCKS

A minimum of 4 points on each side

A minimum of 1.5" diameter at base of antler

A minimum of 18" main beam length

A minimum width of main beams of 16" at widest point (unless tight basket rack that meets other requirements above.

Exceptions beyond the stated: Cull Buck with poor genetics or an injured buck.

4. Licensor's Obligations and Rights Licensor is responsible for providing the Licensee with hunting and/or fishing rights on the Subject Property during the Term of this Agreement, subject to the conditions and restrictions provided herein. As a part of this responsibility, Licensor agrees to not license to or give any other individual(s) besides Licensee(s) permission to access for recreation, occupy for recreation, or use for recreation purposes, or hunt on the Subject Property during the term of this Agreement. Licensor or the Licensor's agents, employees or contractors, will be allowed to farm, graze, harvest timber or firewood, conduct mineral exploration, or general maintenance of the Subject Property. Further, Licensor may continue to fish any waterways or reservoirs. Provided, the rights of Licensor provided in this Section shall not operate to waive or forfeit Licensor's rights that may be otherwise set forth herein or which Licensor has or might have.

5. Sale of Property / Refunds Licensee agrees that should Licensor sell the Subject Property this Agreement shall terminate. In the event Licensor sells or otherwise transfers ownership and control of the Subject Property the License granted pursuant to this Agreement does not transfer to the new owner. The License granted pursuant to this Agreement is non-transferable. If the Subject Property is sold in a bona fide arms-length transaction during the Term, there may be a pro-rated refund. See ushunts.com faq's for details. This is the only time a refund will ever be issued after a purchase is made.

6. Breach by Licensees Licensee agrees to at all times abide by the terms of this Agreement as well as any and all State, Federal and local hunting laws, rules and regulations, including any quotas or addendums provided here or on the website property page prescribed by Licensor (collectively the "Applicable Law"). Licensee's failure to comply with this Agreement and/or Applicable Law may at Licensor's discretion cause immediate cancellation of the Agreement as to Licensee (at Licensor's sole discretion) and without refund of and deposits and/or fees paid.

a. It is understood that the Subject Property consists of mostly undeveloped and untamed land, and the Licensee has had an opportunity to inspect the Subject Property and accepts the Subject Property in an "as is" condition and further, the Licensee understands that hunting is a dangerous activity and that there may be hazards (known and unknown, hidden and observable), including but not limited to, dangers such as holes, cracks or openings in the earth, fence wire, snakes, wells, swamps, brush and other growth, ponds, harmful plants, wild or poisonous animals, insects, bats, unauthorized or careless persons on the land, other hunters, or other risks that may be dangerous and cause injury and/or death and that Licensee assumes all such risks as his/her own responsibility, without liability to or recourse against the Licensor or USHunts, or their agents, officers, directors, attorneys, employees, assignees and heirs.

b. The Licensee(s) have chosen of his/her own free will to go hunting and or fishing (if allowed) on the Subject Property. Licensee recognizes the inherent dangers associated with hunting, both natural and human-created. Licensee recognizes that accidents involving firearms, ammunition, falling trees, and animals and various other dangers may forcibly occur on the Subject Property. Licensee agrees at all times to use extreme caution and care in protecting himself or herself, his or her property, and others and their property, from accident, damage or bodily injury which may result from any such risk. Licensee also understands that they should protect any and all of their possessions by using fences to deter livestock from damages. Any damages incurred are at the expense of the Licensee. Licensee acknowledges his/her recognition of these dangers and the possible existence of dangerous physical conditions upon the Subject Property. With the aforementioned recognitions in mind, Licensee agrees to indemnify and hold harmless Licensor and all of his/her family, servants, employees and agents from all claims, suits, losses, personal injuries, deaths, property liability and all other liability resulting directly or indirectly from or on account of hunting activities engaged in by Licensee(s) guests on the Subject Property. Obligations to indemnify extend to the reimbursement of Licensor for all expenses and suits including but not limited to, judgments, attorneys' fees and court costs.

c. That although Licensor may have a greater knowledge of the Subject Property than Licensee, that it is impracticable and virtually impossible for Licensor to list and/or to physically show Licensee each and every potential hazard on the Subject Property and Licensee enters onto said Subject Property despite same and at Licensee's own risk and without liability to Licensor, Licensor's Agent or their agents, officers, directors, employees, assignees and heirs or sublessors.

7. Miscellaneous

a. Reliance on own Counsel. In entering into this Agreement, the Parties acknowledge that they have either relied upon the legal advice of their respective attorneys, who are the attorneys of their own choosing, or have had the opportunity to consult an attorney. The Parties further acknowledge that such terms of this Agreement are fully understood and voluntarily accepted by them, and that, other than the consideration set forth herein, no promises or representations of any kind have been made to them by the other Party.

b. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Oklahoma or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the Oklahoma.

c. Interpretation. If any provision of the Agreement, or the application of any term or condition to any party or circumstances, is held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable and the application of such provision to other parties or circumstances shall remain valid and in full force and effect. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

d. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. All executed copies are duplicate originals and are equally admissible into evidence. Electronic signatures shall be valid as to this Agreement.

e. Amendments. Neither this Agreement nor any other document executed in connection herewith may be changed, amended, terminated or waived except by an agreement in writing signed by all of the Parties hereto.

f. Authority to Execute Agreement. Each Party represents to the other that the person executing this Agreement on behalf of each Party has full authority to enter into this Agreement.

g. Licensor's Liability. In no event shall Licensor's liability to Licensee under this Agreement exceed the funds paid to Licensor by the Licensee.

h. Further Assurances. The Parties agree to execute any additional documents reasonably necessary to effectuate the intent of this Agreement.

i. Joint Venture/Partnership Disclaimer. This Agreement shall not be deemed to create an employment relationship or any partnership relation, and neither party shall have authority to obligate the other without written consent, except as specifically provided in this Agreement.

j. Purpose of Agreement. The parties to this Agreement acknowledge that this Agreement is made for a business and commercial purpose, regarding the licensing of unoccupied land for hunting and/or fishing. The parties further acknowledge this Agreement was not made for any personal, family, or household purpose.

k. Arbitration. All actions, disputes, claims and controversies under common law, statutory law or in equity of any type or nature whatsoever, whether arising before or after the date of this Agreement, and whether directly or indirectly relating to: (a) this Agreement and/or any amendments and addenda hereto, or the breach, invalidity or termination hereof; (b) any previous or subsequent agreement between the parties; and/or (c) any other relationship, transaction or dealing between the parties (collectively the "Disputes"), will be subject to and resolved by binding arbitration. Any award or order rendered by the arbitrator may be confirmed as a judgment or order in any state or federal court of competent jurisdiction, which includes within the federal judicial district of the residence of the party against whom such award or order was entered, provided the award or order, including if confirmed as a judgment, shall be the final order and be binding on the appeals without right of appeal or other proceeding in a court of competent jurisdiction except to enforce the arbitration, award, order or judgment. In the event any dispute arises out of this Agreement, the prevailing Party shall be entitled to recover all reasonable costs and expenses, including attorney fees, incurred in connection with such dispute.

1. Entire Agreement. This agreement shall constitute the entire agreement Licensor and Licensee with respect to the matters contained herein and shall supersede and replace all previous agreements or understandings, whether written or oral, relating to such matters

EXECUTED and delivered 2023-05-15

Licensor

Name Joe Landowner123
Address 123 Anywhere
City, St, Zip Wichita, KS 67052
Phone 316-123-4567
E-mail Joe@landowner.com

Licensee (s)

Name Joe Hunter
Address 553 Anywhere
City, State, ZIP Oklahoma City, OK 73115
Mobile Number 123-456-7890
E-mail joe@hunter.com

Name
Address
City, State, ZIP
Mobile Number
E-mail

Joe Hunter