

## A Sample Fishing Lease

Although it is possible to prepare a written fishing lease on your own, it is recommended that you consult your lawyer during the actual drafting of the document. The money you pay for this service may well be worth it in avoiding potential problems. Also, it is important that at least two copies of the lease

are prepared and properly signed; one copy should be kept by the landowner and the other by the lessee(s).

The following is an example of a typical fishing lease. This example only serves as a guide and is not intended to be used as an actual legal agreement without the approval of an attorney.

### Sample Fishing Lease

This lease made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, between \_\_\_\_\_, hereinafter called the "LANDOWNER," and \_\_\_\_\_ (the person or group to whom fishing rights are being leased), hereinafter called the "LESSEE."

#### WITNESSETH THAT:

1. LANDOWNER for and in consideration of the rents and covenants hereinafter referred to does hereby lease unto LESSEE for the purpose of fishing for (bass, catfish, bluegill) the following premises (describe the tract of land and/or pond to be leased).

2. The term of the lease will be for the period of one year, beginning on \_\_\_\_\_, 19\_\_\_\_, and ending on \_\_\_\_\_, 19\_\_\_\_.

3. LESSEE shall pay unto LANDOWNER a rent of \$ \_\_\_\_\_ in cash, one-half of the total to be paid on or before \_\_\_\_\_, 19\_\_\_\_, and the balance to be paid on or before \_\_\_\_\_, 19\_\_\_\_.

4. LESSEE will abide by the State and Federal laws regarding quantity of catch (limit) and minimum size of fish, e.g., 12-inch minimum for bass fishing, and will report quantity and size of fish caught to the LANDOWNER so that records may be accurately kept.

5. LANDOWNER reserves the right and privilege for a maximum of (give number of people) persons from his family to fish on the leased property at any time.

6. LESSEE may permit guests to accompany him upon the leased property for the purpose of fishing for (bass, catfish, bluegill) but the number of guests the

LESSEE may invite upon the leased property shall not at any time exceed (number agreed upon).

7. LESSEE will not cut, injure, or destroy any trees, crops, roads, fences, buildings, or other improvements located on the leased property, and LESSEE agrees to compensate LANDOWNER for all damages so caused as determined by LANDOWNER. Vehicular travel is limited to established roads now located on leased property.

8. LESSEE will not assign this lease or sublet the leased property or any part thereof without the written consent of LANDOWNER.

9. LESSEE agrees to save harmless LANDOWNER against any and all claims of loss, damages, liabilities, or other expense of any nature, character, and kind that may arise out of, be connected with, or as a result of LESSEE'S occupancy and activities on the leased property.

10. If LESSEE defaults in the performance of any of the conditions or covenants hereof, then such breach shall cause an immediate termination of this lease and a forfeiture to LANDOWNER of all rentals prepaid.

11. LESSEE and his guests (may) (may not) camp overnight on the premises and (may) (may not) swim in the pond.

12. LANDOWNER agrees to maintain adequate weed control in and around the pond, and (describe any additional management practice that will be performed, e.g. periodic stocking with catfish, feeding of fish, etc., or any other facilities that will be provided for the lessee's use).

\_\_\_\_\_  
LANDOWNER

\_\_\_\_\_  
LESSEE

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
LESSEE (Space should be provided for each lessee to sign.)

### Reference

Marion, W.R. and J.A. Hovis. 1985. Developing a Hunting Lease in Florida. Florida Cooperative Extension Service. Fact Sheet WRS-1.