

Turk Ranch  
Whitetail Deer 3-Day and 30-Day  
MANAGEMENT HUNTERS LEASE AGREEMENT

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THE STATE OF TEXAS  
COUNTY OF TERRELL

1. PREMISES AND PARTIES. By this lease entered into on \_\_\_\_\_, \_\_\_\_\_, C. Mike Turk, hereinafter called Lessor, lets unto \_\_\_\_\_, hereinafter called Lessee, to occupy and use for hunting purposes only, the following real property located in the County of Terrell, State of Texas described as follows: approximately 8800 acres of the Turk Ranch, divided by Texas State Highway 349. We are a Level 3 MLDP ranch and are allowed to permit our hunters to harvest does or bucks with a rifle starting at the beginning of bow season. Number of primary hunters accepted for this lease will be limited and acceptance will be based on a first payment received basis. Please state dates preferred for your 3-Day Hunt at the end of this document, giving 3 choices and we will do our best to comply. We will notify you of accepted dates. If leasing the 30-Day Management Hunt, it will be from Oct.1, 2011 thru Oct.30, 2011.
2. CONSIDERATION. Lessee for 3-Day Hunt agrees to pay Lessor in the amount of \$300.00 in 2 equal installments of \$150.00 each. The installments are to be made and must be received by Mike Turk, Box 967, Iraan, Texas 79744, on date Lessee signs up and \_\_\_\_\_, \_\_\_\_\_ (Date Lessee arrives at the ranch). For the 30-Day Management Hunt, the first \$300.00 payment is due on the date Lessee signs up and the balance of \$300.00 is due by Oct.1, 2010. If payments are not received on or before these dates, all payments made prior will be forfeited, and lease is immediately terminated.
3. TERM. The term of the 3-Day Hunt shall be from \_\_\_\_\_ until \_\_\_\_\_. Lessee may arrive the afternoon prior to the first day of the hunt and must leave by nightfall of the last day of the hunt. This hunt is by advance reservation only. Livestock may be present during this lease term. Stocking of the ranch with livestock will be done in a conservative manner so as not to interfere with the nutritional needs of the wildlife. Lessor agrees to keep all sources of water for wildlife in good working order during the terms of this lease agreement. Because the Turk Ranch is participating in the Managed Lands Whitetail Deer Permit program, permits must be attached to all harvested animals and required data recorded.
4. ADDITIONAL PROVISIONS 3-DAY MANAGEMENT HUNTS. Lessee agrees to harvest no more than the following, unless Lessor gives consent to harvest more. Deer: 2 does (This number may be verbally increased after we know the results of the fall survey). Exception, the 30-Day Management Hunting Lease allows the harvest of 3 does. Lessor may occasionally grant permission to substitute a management buck for a doe. One fall turkey if season is open. There is no limit on javelina or predators other than those required by Texas game laws. **There are also mule deer on the Turk Ranch, but this lease does not include mule deer.** A management hunter may hunt with a bow, a pistol, or a rifle. (Black powder rifles are permitted.)
5. "OTHER FAMILY HUNTER" PROVISION. 3-Day Management Hunt Lessee is allowed to have other family members on the lease with him or herself at the rate of \$30.00 each. The 30-Day Management Hunt Lessee may have other family hunters on the lease with them at the rate of \$60.00 each. This allows the "Other family hunter" the right to hunt for 1 doe, 1 fall turkey, predators and javelina as authorized by Texas game laws. Lessor may occasionally allow substitution of a designated management buck for their doe. "Other family hunters" must hunt with primary lessee unless granted verbal permission by Lessor to hunt alone. "Other family hunters" may be wife/husband, or child/grandchild/sibling under age 21 still enrolled in public school or home school or full time college student. Payment for "Other family hunters" must be made upon making reservation.
6. ANIMALS TO BE HUNTED. Lessee or "Other family hunters", granted permission by Lessor, agree to hunt for the following native game animals during the term of this lease: Whitetail deer, fall turkey, predators, and javelina and not others. All hunters must comply with the hunting laws of the State of Texas and abide by the specific Turk Ranch Rules. The term of this lease is for a 3-Day Management Hunt or a 30-Day Management Hunt Lease only. Lessor reserves the right for other hunting on ranch.
7. DAMAGE TO PROPERTY. Lessee agrees to pay Lessor or other hunters the replacement value of all property damaged by Lessee or any of the Lessee's "Other family hunters". That

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Mike and Rhonda Turk

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property includes trail cameras furnished by other hunters on the Turk Ranch.

8. INDEMNITY. Lessee herein agrees to indemnify and hold Lessor harmless for all damages or injuries to persons or property whatsoever kind or character, whether real or asserted, during the term of this lease in connection with the use of the premises by Lessee, Lessee's guests, Lessee's servants, Lessee's agents or Lessee's family members. Lessor reserves the right to subrogate any and all claims back to the lessee as signer of this contract.

9. USE OF ROADS AND RANCH'S BLINDS AND FEEDERS. Lessee herein covenants to use existing roads at all times and shall only stray from such roads as are set out in Ranch Rules promulgated by Lessor. Lessee shall camp and park all vehicles and equipment in camp sites designated by Lessor. Lessee shall not use Lessor's improvements without Lessor's consent. Lessee shall pay all expenses incurred while hunting on leased premises. At least 1 corn feeder with designated shooting blind will be provided by Lessor for each Lessee's use. Feeders will be filled by Sep. 15 and kept full throughout rifle season. **Management hunters will be assigned a feeder and area to hunt by lessor and may not hunt other areas without lessor's permission.** This is so you may enjoy a safe, private hunting experience. Whitetail Deer Season lessees and Turk family members will have first choice for feeders and hunting areas.

10. RECORDS. Lessee herein agrees to provide on a daily basis all information for all records required by the Lessor as set out in the Ranch Rules and all other records as required by governmental agencies. Lessor will require records to be kept for game management and safety purposes. A daily hunting lease ledger showing name, address and hunting license number of each hunter along with the number and type of game killed each day will be kept by Lessor.

11. ATTORNEY'S FEES. If Lessor shall bring any legal proceeding to enforce any provision of this lease, or any of the Ranch Rules, or any implied covenant, and shall be adjudged any substantial relief hereunder, Lessee shall be liable for Lessor's attorney's fees in any such proceeding, in a reasonable amount to be fixed by the Court in which such action is brought and maintained. The parties to this lease agree that the Laws of the State of Texas shall apply and that all suits must be maintained in Terrell County, Texas unless the law expressly designated another mandatory venue.

12. RESPONSIBILITY OF LESSEE. Lessee, by execution hereof, agrees to be liable and take responsibility for all persons and animals that enter onto the premises by, through, or under Lessee, including but not limited to Co-lessees, agents, servants, partners, corporations, or individuals. Lessee herein binds himself/ herself, themselves, or itself to pay all damages and other amounts stated herein. Lessor shall have the right to cancel this lease for any violation hereof and retain all amounts paid by Lessee as liquidated damages. **The use of alcoholic beverages and illegal drugs is prohibited on the Turk Ranch. No prescription drugs or over the counter medications which may cause drowsiness or interfere with the ability to drive may be used while hunting on the Turk Ranch.** These requirements are for the safety of yourself and all other hunters on the ranch.

13. Each hunter shall sign releases of liability (exhibits A and B) prior to entering the Turk Ranch.

14. RV sites, tent sites, and a hunting cabin are available but need to be reserved. Usage costs are included in your lease. No meals are included with this lease.

15. Lessor plans to lease other hunts under separate agreements. An MLDP ranch is granted an extended deer season which will be utilized by Turk family and guests to bring harvest numbers in compliance with the MLDP recommendations.

PLEASE CIRCLE YOUR CHOICE OF LEASE:

3-Day MANAGEMENT HUNT \$300.00 or 30-Day MANAGEMENT HUNT (Lease Oct. 1-Oct.30, 2011) \$600.00

Signed this ____ day of _____, ____	Total for Lease Choice	\$ _____
Dates Preferred: _____	Other Family Hunters X _____ =	_____
Lessee _____		
Address: _____	Total Amount Due	\$ _____
_____	Amt. paid at signing	- _____
Phone Number: _____		
Email _____	Balance Due	\$ _____

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Mike and Rhonda Turk