

TURK RANCH
WHITETAIL DEER SEASON HUNTING LEASE

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THE STATE OF TEXAS
COUNTY OF TERRELL

1. PREMISES AND PARTIES. By this trespass lease entered into on _____, _____, C. Mike Turk, hereinafter called Lessor, lets unto _____, hereinafter called Lessee, to occupy and use for hunting and outdoor recreation 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. No hunting is allowed within 1/4 mile of Turk Ranch headquarters. Number of primary hunters accepted for this lease will not exceed 24 and acceptance will be based on a first payment received basis. Bucks or does may be harvested with a bow or rifle from the beginning of bow season through January 4, 2009.

2. CONSIDERATION. Lessee agrees to pay Lessor in the amount of \$1,800.00 in two equal installment of \$900.00 each plus or minus various available options. The installments are to be made and must be received by Lessor, P. O. Box 967, Iraan, TX 79744, on date Lessee signs up or April 1, for renewals and (60 days after first payment, no later than June 1 if this is a renewal). If adding 2008 Spring Turkey Season to your season lease, your first installment is due March 15, 2008. 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 this lease shall be from the date 2nd installment is received through Jan. 4, 2009, with hunting allowed for whitetail deer for bow season and regular rifle season 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. Lessor reserves the right for Turk Family to harvest up to 3 trophy quality bucks.

4. ADDITIONAL PROVISIONS. Lessee agrees to harvest no more than the following, unless Lessor gives consent to harvest more, Deer: 1 trophy whitetail buck and 1 whitetail doe. Fall Turkey: 1. There is no limit on other game animals or birds or predators other than those required by Texas game laws. **When selecting your trophy whitetail buck, you must attempt to age the buck on the hoof and harvest a 4 ½ year old buck or older. If unsure of yourself please ask us to hunt with you. There are also mule deer on the Turk Ranch, but this lease does not include mule deer hunting.**

5. "OTHER FAMILY HUNTER" PROVISION. Lessee is allowed to have other family members on the lease with himself/herself at the rate of \$180.00 each. This allows the "Other family hunter" the right to hunt for 1 doe, 1 fall turkey, predators, javelina, rabbits and other game animals or birds as authorized by Texas game laws. Adding Spring Turkey Season increases your turkey bag limit by 2 gobblers in the spring. Primary Lessee/hunter may allow one of their "Other family hunters to take his trophy buck for that season, thus allowing himself/herself to take 2 does or possibly a management buck or spike specifically designated by Lessor. "Other family hunters" must hunt with primary Lessee unless granted permission by Lessor to hunt alone. "Other family hunters" may be wife/husband, or child/grandchild or sibling under age 21 still enrolled in public school or home school or fulltime college student. Payment for "Other family hunters" must be received by Sept.1, year of this lease.

6. ANIMALS TO BE HUNTED. Lessee or "Other family hunters" granted permission by Lessor, herein agree to hunt for the following native game animals during the term of this lease: Whitetail deer, turkey, predators, javelina, rabbits, or native game birds as set out by the Texas Parks and Wildlife Department, and not others. All hunters must comply with the hunting laws of the State of Texas and abide by the specific Turk Ranch Rules attached to this lease. The Turk Ranch is in the Managed Lands Deer Permit program and permits must be attached to all harvested animals and required data recorded.

7. 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, excepting blinds and other equipment which may be placed on the premises pursuant to the Ranch Rules, 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.

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<http://www.turkranch.com> e-mail: mike@turkranch.com

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At least 1 corn feeder with designated shooting blind will be maintained by Lessor for each Lessee's use. Corn expense is included in your agreement. Feeders will be filled by Sep.15, and kept full throughout rifle season. A signup chart will be provided for your use for each feeder (on first come basis) to be signed on each trip to ranch. **No advance or call in signups.** This is for your convenience so you may enjoy a safe private hunting experience. Note: Also see special option for hunters who are furnishing their own feeders and/or blinds.

8. RECORDS. Lessee herein agrees to provide 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, on a daily basis. 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.

9. 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.

10. 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 claims back to the lessee as signer of this contract. Each hunter or guest shall sign releases of liability (exhibits A and B) prior to entering the Turk Ranch. Lessee agrees to pay Lessor the replacement value of all property damaged by Lessee or any of the Lessee's "Other family hunters" or guests.

11. 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 that 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.**

12. Upon termination, cancellation, or expiration of this lease, lessee shall have a maximum of 3 days in which to vacate the premises. If this lease is continued for 2009, 50% of the lease will be due April 1, 2009 and 50% June 1, 2009. **Lessee will have the first right of refusal at \$2,000.00 for 2009 hunting season but must make their intentions to renew, known to us by the end of February, 2009. Rate for "other family hunter" will be \$200.00.**

13. Lessee agrees that one week advance notice will be given to Lessor giving the planned arrival and departure dates of each visit to the lease. RV sites, tent sites, and a bunk house are available but need to be reserved. Year around trespass rights for other outdoor recreational activities are included in this lease for lessee and family. Guests other than immediate family must pay day use fees. Advance reservations are required. Weapons may not be carried except during time of designated hunting seasons included in your lease unless special requests are granted by Lessor. Use of hunting cabin and/or RV spaces is subject to availability.

14. OTHER HUNTS: Lessor plans to lease spring turkey hunts and other hunts under separate agreements. A MLDP ranch is granted an extended deer season which will be utilized by Turk family and guests to bring harvest numbers into compliance with the MLDP recommendations. Lessor may extend your rifle season but notice cannot be given before late December.

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15. TRAIL CAMERA POLICY: Our policy on trail cameras furnished by hunters is:

a. All hunters who furnish a trail camera will be given access to locations where pictures of the better trophy bucks are located. We reserve the right of where to locate the camera, but will consider any specific location that you request. Most of the time we move the cameras around the ranch in a group, so it does not take so much fuel and time to check them. Hunters who own trail cameras will need to furnish batteries, supply 2 memory cards for your camera (min.256 MB), and be responsible for any repairs needed unless damage is caused by negligence of another lessee. Every lessee is held responsible for damages to Lessor's or other Lessee's trail cameras.

b. All the better buck trail-cam pictures and pictures taken by myself, Rhonda, Keva or Robert or others will be shown throughout the fall on a link to the website, but location picture was taken will not be given. If you recognize the location, that's OK.

16. GUIDED HUNTS: If you purchase a guided hunt from Robert, Mike, or other designated guide, you will not be given locations where specific buck pictures were taken if you are not the owner of a trail camera in use on the ranch for the whole season. We will take you to areas where we believe you will be most likely to see a high scoring buck on the specific day of your hunt. If you are the owner of one of the trail cameras and want to hunt a specific buck that you have chosen from a trail cam picture, we will take you to hunt the area we believe the buck is most likely to be seen. The price for our 1 day guided hunt for season lessees or their other family hunters will remain at \$100.00 and advance reservations must be made.

Option to include Spring Turkey Hunting Lease at half price (add \$225.00). Accept _____ Decline _____

Signed this ____ day of _____, ____.

Lessee: _____

Address: _____

Phone Number: _____

Lessor:

C. Mike Turk
Address: P. O. Box967
Iraan, TX 79744

Phone Number: 432-753-2335
Cell Number: 432-425-7947

Calculation of total cost	
Primary Lessee.....	\$1,800.00
Feeder Option.....	_____
Other Family Hunters @\$180.00 x(#)	_____
Spring Turkey Option	_____
 Total Amount Due...	 _____
 Amt. Due at Signing	 _____
 Balance Due.....	 _____
 Date Balance Due...	 _____

Initial _____