

TURK RANCH HUNTING SEASON LEASE AGREEMENT

THE STATE OF TEXAS  
COUNTY OF TERRELL

1. PREMISES AND PARTIES. By this trespass lease entered into on \_\_\_\_\_, 2011, 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 18 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 7, 2012.

2. CONSIDERATION. Lessee agrees to pay Lessor in the amount of \$2,000.00 in two equal installment of \$1,000.00 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). Spring Turkey Season is now included in your season lease, but if you are a new season Lessee; first installment must be received by March 15 to hunt turkeys this spring. 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 May 1, 2012, with hunting allowed for whitetail deer for bow season and regular rifle season only, unless extended by Lessor for management purposes. Hunting for turkey, fall and spring, is also included. 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 6 trophy quality bucks and other management deer as needed.

4. ADDITIONAL PROVISIONS. Lessee agrees to harvest no more than the following, unless Lessor gives consent to harvest more, Deer: 1 trophy buck and 2 whitetail does. (\$1000.00 TROPHY MULE DEER BUCK OPTION: If choose this option, you must not harvest a trophy buck until beginning of Mule Deer Season. If unsuccessful locating a trophy mule deer buck then you can take a trophy whitetail buck after mule deer season.) Fall Turkey: 2. Spring Turkey: 2 gobblers. There is no limit on other game animals or birds or predators other than those required by Texas game laws. **When selecting your trophy buck, you must attempt to age the buck on the hoof and harvest a 4 1/2 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 only includes mule deer hunting based on the terms of the Mule Deer Buck option.**

5. "OTHER FAMILY HUNTER" PROVISION. Lessee is allowed to have other family members on the lease with himself/herself at the rate of \$200.00 each. This allows the "Other family hunter" the right to hunt for 2 doe or 1 doe & a designated management buck, 1 fall turkey, 1 spring turkey gobbler, predators, javelina, rabbits and other game animals or birds as authorized by Texas game laws. 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 3 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, of the year of this lease. For management purposes, Lessor may increase harvest limits.

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: 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 Whitetail Deer Permit program and permits must be attached to all harvested deer and required data recorded. For Mule Deer Buck option, Lessee must use tag from his hunting license on his muley buck.

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

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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. At least one corn feeder with designated shooting blind will be maintained by Lessor for each Lessee's use. Corn expense is included in this 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 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. Turk family hunters will also comply with signup rule.

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 designates 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 2012, 50% of the lease will be due April 1, 2012 and 50% June 1, 2012. **Lessee will have the first right of refusal at \$2,000.00 for 2012 hunting season but must make their intentions to renew, known to us by the end of February, 2012. Rate for "each 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. 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: 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 two memory cards for your camera (min. 512 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. We reserve the right to share with all Turk family members the location of any trail cam picture taken. All the better buck pictures taken by myself, Rhonda, 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 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 guided hunt for season lessees or their other family hunters will remain at \$100.00 per day and advance reservations must be made.

17. FEEDER and/or BLIND OPTION: Lessee is furnishing a feeder for use of anyone approved by Lessor, for a discount on hunting lease in the amount of \$50.00 per feeder. These are to be timed corn feeders only; no free choice protein feeding is permitted. If Lessee presently has fully enclosed type blinds already on lease, \$50.00 per season for each of those will be allowed as discount. Lessee maintains his right to choose to sign up to hunt any Turk Ranch blinds and/or feeders on first come basis. (Refer to Paragraph 8 of Agreement) Lessee will always have priority to hunt his own feeders or blinds if he chooses to do so when he is on the ranch and other hunters must comply. Lessor furnishes corn and maintains Lessee's feeders. Location of feeder and/or blind must be approved by Landowner/Lessor. Limit 3 furnished feeders and 3 furnished blinds per Lessee. The maximum discount is \$300.00 from regular rifle season lease rate.

Special Restrictions: Lessor at this time has adequate feeders and blinds for the acreage in this lease. Do not plan on furnishing additional feeders or blinds without Lessor's prior approval.

Signed this \_\_\_ day of \_\_\_\_\_, \_\_\_\_

Lessee: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_

Lessor:

C. Mike Turk
Box 967
Iraan, TX 79744

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

\*\*Calculation of total cost\*\*
Primary Lessee.....\$2,000.00
Feeder or Blind Option
@ \$50.00 each X \_\_\_\_ =<\_\_\_\_>
Mule Deer Buck Option @\$1000.00 =\_\_\_\_\_
(Only 2 Mule Deer Buck Options available per
Season, Acceptance on first payment received basis.)
Other Family Hunters @\$200.00 X \_\_\_\_ =\_\_\_\_\_
Total Amount Due... \_\_\_\_\_
Amt. Due at Signing \_\_\_\_\_
Balance Due \_\_\_\_\_
Date Balance Due \_\_\_\_\_

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