

Turk Ranch
3-Day Spring Turkey Hunt
Lease Agreement

THE STATE OF TEXAS
COUNTY OF TERRELL

1. PREMISES AND PARTIES. By this lease entered into on this ____ day of _____, _____, _____ hereinafter called Lessee, leases from C. Mike Turk, hereinafter called Lessor, 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. This permit is for a 3 (three) day hunt to be taken on the following dates: _____ through _____. Lessee may arrive the afternoon prior to the first day of the hunt and must leave by midnight of the last day of hunt. **Dates desired must be approved by Lessor prior to filling in the blanks in prior sentence.** Dates of the Spring Turkey Season are March 19, 2011 through May 1, 2011. Spring Turkey season is for gobblers only. Dates preferred: _____ or _____.

2. CONSIDERATION. Total amount for 3 day spring turkey hunt is \$450.00. Lessee agrees to pay Lessor in the amount of \$200.00 upon signing this agreement. The remaining balance of \$250.00 is to be paid on day hunter arrives at the ranch. If payment is not received as specified, the lease is immediately terminated. Lessee shall have the right to enter the premises on dates stated in paragraph 1 after full payment of lease.

3. OTHER FAMILY HUNTER PROVISION. Lessee is allowed to have other family members on the lease with him/her at the rate of \$45.00 each. This allows the "Other Family Hunter" the right to hunt for one gobbler, javelina and/or predators. "Other Family Hunters" must hunt with primary lessee unless granted permission by Lessor to hunt alone. "Other Family Hunter may be wife/husband, or child/grandchild, or sibling if under the age of 21 and still enrolled in public school, home school or full time college student. Payment for "Other Family Hunter" must be received with first deposit on primary Lessees hunt.

4. OTHER BENEFITS. Lessee will be provided use of the primitive hunting cabin, RV site, or campsite. No meals are included with this lease. Lessor will assist Lessee in locating prime habitat for calling.

5. ANIMALS and BIRDS TO BE HUNTED. Lessee herein agrees to hunt for the following native game animals during the term of this lease: Turkey gobblers (2 gobbler limit), javelina, predators and rabbits 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. All spring turkey hunters must have a valid Texas Hunting License with necessary endorsements.

6. DAMAGE TO PROPERTY. Lessee agrees to pay Lessor or other hunters the replacement value of all property damaged by Lessee, including trail cameras if in use.

7. 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 use of the premises by Lessee. Lessor has the right to subrogate any and all claims back to the signer of this contract.

8. USE OF ROADS. Lessee herein covenants to use existing roads at all times and shall only stray from such roads as are set out in Ranch Rules. Lessee shall not use Lessor's improvements without Lessor's consent.

9. RECORDS. Lessee herein agrees to provide information on a daily basis for all records required by the Lessor as set out in the Ranch Rules and all other records as required by governmental agencies. Records are kept for game management and safety purposes. A daily 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.

Initial here _____

Turk Ranch
P.O.Box 967, Iraan, TX 79744
Phone 432-753-2335 Cell 432-425-7947
E-mail: mike@turkranch.com

Mike and Rhonda Turk

Turk Ranch 3-Day Spring Turkey Hunt Lease Agreement

10. ATTORNEY'S FEES. If Lessor shall bring any legal proceeding to enforce any provision of the 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 the 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. Each hunter shall sign releases of liability (Exhibits A and B) prior to entering the Turk Ranch.

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, or other 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 are 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.

12. ADDITIONAL PROVISIONS. Lessee agrees to harvest no more than the following unless Lessor gives written consent to harvest more. TURKEY: Gobblers, 2; JAVELINA, 2. There is no limit on rabbits or predators.

Reservations for specific dates will be accepted and prioritized based on date first payment is received. You will be notified as to the availability of your chosen dates. See paragraph 1.

Signed this _____ day of _____, ____

Lessee _____ Lessor _____

Address: _____

City _____ Zip _____

Phone: _____ Email: _____

Calculation of Cost			
Primary Lessee: _____			\$ 450.00
Other Family Hunters:			
Name _____	Relation _____	Age _____	\$ _____
Name _____	Relation _____	Age _____	\$ _____
Name _____	Relation _____	Age _____	\$ _____
Total Due			\$ _____
Amount Due at sign up (see items 3 & 4)			\$ < _____ >
Balance Due on date Lessee arrives at ranch			\$ _____

Initial here _____

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E-mail: mike@turkranch.com

Mike and Rhonda Turk