Turk Ranch Temporary Trespass Agreement *for Camping, Hiking, Biking, Birding & Photography*

STATE OF TEXAS

COUNTY OF TERRELL

1. PREMISES AND PARTIES. By this lease entered into on this _____day of _____,___ _____, hereinafter called Lessee, leases from Mike or Rhonda Turk, hereinafter called Lessor, to occupy and use for recreational activities 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 recreational activities only on dates designated below.
2. CONSIDERATION. Lessee agrees to pay Lessor the amount stated below. The payment is to be received by Lessor, P. 0. Box 967, Iraan, TX 79744, on or before trespass is allowed. Lessee shall have the right to enter the premises after payment and signing of Agreement.
3. OTHER BENEFITS. Lessee may rent our primitive hunting cabin, an RV site, or campsite if overnight accommodations are desired. No meals are included with this lease. Lessor will assist Lessee in locating areas on the Turk ranch that are best suited for the planned activity.
4. FIREARMS. No hunting of wildlife is included with this temporary trespass lease. Firearms may be in your possession for personal protection, while visiting the Turk Ranch. No recreational shooting is permitted except at our caliche pit practice range. SAFETY FIRST AT ALL TIMES.
5. DAMAGE TO PROPERTY. Lessee agrees to pay Lessor the replacement value of all property damaged by Lessee. Do not cross Turk Ranch outside boundary fences into neighbor's property.
6. 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 promulgated by Lessor.
7. 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 requires another mandatory venue.
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. Lessor reserves the right to subrogate any and all claims back to lessee as signer of this contract.
9. 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.
10. ACCOUNTABILITY OF LESSEE. **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 on the Turk ranch.** These requirements are for the safety of yourself and all others on the ranch.
11. Each person must sign releases of liability (Exhibits A and B) upon entering the Turk Ranch.

Day Use Fees: $10.00 per adult per day $3.00 per child (ages 3 to 18) per day

Reservation Dates Requested _____Number of Days Requested ____

Adults ____Children (ages 3-18) ____ Total Number in Party ____Total Amt. for Day Use$_____

Facilities: Primitive Campsite ($10.00 per night) X Number of nights requested_____$_____

Hunters' Cabin ($15.00 per night) X Number of nights requested_____$_____

Basic RV Site ($15.00 per night) X Number of nights requested_____$_____

Note: 8 people (over 3 years of age) allowed per campsite or RV site. Maximum of 10 people allowed in hunting cabin.

Signed this ____day of_____ Total Due $ _____

Lessee name: Lessee Signature:_____

Address: Lessee Phone:

Lessee Email:

Mike or Rhonda Turk Phone: 432 753-2335 mike@turkranch.com

Box 967, Iraan, Texas 79744 Lessor signature:_____ Date_____